

SYNCHRONY BANK
SECTION I: RATES AND FEES TABLE
JCPENNEY MASTERCARD® CREDIT CARD AND JCPENNEY CREDIT CARD ACCOUNT AGREEMENT

Interest Rates and Interest Charges		
	JCPENNEY MASTERCARD® CREDIT CARD	JCPENNEY CREDIT CARD
Annual Percentage Rate (APR) for Purchases	33.99% This APR will vary with the market based on the Prime Rate.	33.99% This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	33.99% This APR will vary with the market based on the Prime Rate.*	Not Applicable
Penalty APR and When It Applies	39.99% This APR will vary with the market based on the Prime Rate.* This APR may be applied to your account if you make a late payment. How Long Will the Penalty APR Apply?: If your APRs are increased for this reason, the Penalty APR may remain in effect indefinitely.	39.99% This APR will vary with the market based on the Prime Rate.* This APR may be applied to your account if you make a late payment. How Long Will the Penalty APR Apply?: If your APRs are increased for this reason, the Penalty APR may remain in effect indefinitely.
How to Avoid Paying Interest on Purchases	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$2.00.	If you are charged interest, the charge will be no less than \$2.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.
Fees		
Transaction Fees		
• Cash Advance	Either \$10 or 5% of the amount of each cash advance, whichever is greater.	Not Applicable
• Foreign Transaction	3% of each transaction.	Not Applicable
Penalty Fees		
• Late Payment	Up to \$41 .	Up to \$41 .
• Returned Payment	Up to \$41 .	Up to \$41 .
How We Will Calculate Your Balance	We use a method called "daily balance." See your credit card account agreement below for more details.	
Billing Rights	Information on your rights to dispute transactions and how to exercise those rights is provided in your credit card account agreement below.	
Paper Statement Fee	\$1.99 per month.	\$1.99 per month.

*Although this APR will vary, it will not exceed 39.99%.

The information about the costs of the card described above is accurate as of January 1, 2025. This information may have changed after that date. To find out what may have changed, write to us at P.O. Box 71731, Philadelphia, PA 19176-1731. This application and the credit card agreement will be governed by federal law, and to the extent state law applies, the laws of Utah. Subject to the requirements and limitations of applicable law, we may change, add to or delete any of the terms of the agreement, including the interest rates, fees and charges and we will send you notice as required.

STATE NOTICES

CALIFORNIA RESIDENTS: If you are married, you may apply for a separate account.

NEW YORK 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.

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

WISCONSIN RESIDENTS: No provision of a marital property agreement, a unilateral statement under sec. 766.59, Wis. Stats., or a court decree under sec. 766.70, Wis. Stats., adversely affects the interest of the creditor unless the creditor, prior to the time credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. **Married residents of Wisconsin applying for an individual account must give us the name and address of their spouse if the spouse also is a Wisconsin resident, regardless of whether the spouse may use the card. Please provide this information to us at P.O. Box 71731, Philadelphia, PA 19176-1731.**

CONSENT TO ELECTRONIC COMMUNICATIONS

Scope. We are required to provide certain disclosures to you, some of which are required to be "in writing." With your consent, as laid out below, we may provide any communication, agreement, or disclosure, electronically **for any Account you may have with us.**

Consent. By providing your consent to receive electronic communications (such as in connection with submitting an application or registering for online or mobile services for an Account) you hereby consent that any communication, including Account agreements or Required Information, may be provided to you electronically. You agree that, in connection with your consent, your provision of any email address and/or mobile telephone number while using your device or that of a third party demonstrates your ability to receive communications sent to that address and/or number.

Categories of Communications. You consent to receive any written communication relating to an Account in electronic form. Such communications may include, but are not limited to: (i) the agreement governing your Account, (ii) any disclosure required by federal, state, or local law, (iii) Billing Statements, (iv) any other information relating to an Account or application for an Account, and (v) any other agreements or other information relating to additional products or services you may elect to receive from us.

Method of Communications. Electronic communications may be provided by any method for which you have provided us the means (e.g., by providing an email address and/or a mobile telephone number). Electronic communications may include information such as your name and Account information and may be viewed by any party with access to that Account, the email address or phone number you have provided to us for delivering communications, any mobile application where such Account may be accessed, or any hardware or software you use to view that Account or service-related communications.

Delivery Preferences. You agree that if you apply for or use online servicing for an Account, we may pre-set your communications preference to electronic delivery for any communications on such Account **and any other Account** you may have with us. You can withdraw this consent at any time by calling the customer service number for such Account. You must contact customer service for each Account for which you choose to withdraw consent.

If you do not consent to electronic communications, or if you withdraw your consent to electronic communications (and after a reasonable period of time to process your withdrawal), we will send Required Information by paper but reserve the right to send other communications electronically. If you withdraw your consent, you may no longer have access to online servicing for your Account(s) and therefore may not have access to electronic versions of any Billing Statement associated with the Account (if any). You should save or print copies of Billing Statements (if any) or other information you access through online servicing before you withdraw your consent. We will not impose any fee to process the withdrawal of your consent. However, we may impose a fee for providing a paper copy of information, such as your Billing Statement (if any are provided in connection with the Account). Such fee, if any, is described in your Account agreement.

How to Update Your Records. You agree to promptly update the communication method you provided for purposes of receiving electronic communications (e.g., your email address and/or your mobile telephone number) for each Account you have with us if a change occurs by updating your information through the Site associated with servicing such Account (if any) or by calling customer service. If communications we send electronically are returned to us, we may cancel your electronic consent, including enrollment for electronic Billing Statements (if any) and send a paper copy of such communication. If this happens, you will need to re-enroll with updated information to receive Required Information electronically.

SPAM Filters. We make efforts to ensure our electronic communications via email are not deemed to be SPAM by your email service provider. However, you are responsible for ensuring that any SPAM filters recognize email originating from us if that is the method you choose to receive electronic communications. If you fail to receive email communications from us, please check with the provider of your email account and/or the SPAM filter associated with your email account.

Hardware and Software Requirements. In order to access and retain electronic communications, you must have the following:

- A device with Internet-browsing capabilities such as a computer or mobile device;
- Access to the Internet;
- Secure Sockets Layer (SSL)-enabled web browser;
- An email address and/or mobile phone number; and
- Sufficient electronic storage capacity on your hard drive or other data storage facility, or a means to print or store notices and information through your browser software.

You represent that you have the hardware and software required for access to and retention of the electronic communications.

Paper Copies of Electronic Communications. Upon your request we will provide you a paper copy of Required Information that we provide you electronically. We may charge you a fee for this service as described in your Account agreement. If you would like a paper copy of any Required Information (other than for our Payment Security (debt cancellation) product, if offered in connection with your Account, product, or service), please contact the customer service number for your Account.

For those Accounts that have purchased Payment Security, to receive paper records for our Payment Security product, please write to:

Payment Security
P.O. Box 740237
Atlanta, GA 30374-0237

Retention. Using your browser, you should print or download a copy of this consent, any applicable Account agreement, any Payment Security agreement (if purchased), and any other electronic communication that is important to you for your records.

Payments. Your obligation to pay at least the minimum required amount before any due date for any Account continues to apply regardless of the delivery method we use to deliver Billing Statements (if any are provided in connection with the Account) or other materials.

Electronic Signatures. You acknowledge that whenever you click on a "Submit" or similar button on a Site during the course of our relationship, you are indicating your intent to provide your signature electronically and that this shall constitute your signature.

Cancellation. We reserve the right, at any time, to stop providing you electronic communications, including Billing Statements (if any are provided in connection with the Account). Reasons for cancellation include, but are not limited to, not viewing and/or paying your last three electronic Billing Statements. If we stop providing you electronic communications, we may charge you a fee for providing a paper copy of information, including Billing Statements. Such fee, if any, is described in your Account agreement.

Definitions used in this consent:

- “You” and “your” mean the primary applicant or accountholder on any applicable Account;
- “We,” “us” and “our” mean Synchrony Bank, our affiliates, successors, assigns, agents, service providers, or other third parties acting on our behalf;
- “Required Information” means information we are required by law to provide or make available to you in writing;
- “Account” means any deposit account, loan (including installment loans and credit card accounts), lease agreements or any other arrangement through which we provide a product or service to you;
- “Billing Statement” means the billing statement for an Account, although not all Accounts, products, or services have Billing Statements; and
- “Site” means any of our websites, mobile applications, or other online services associated with an Account.

All other terms used in this consent shall have the meanings given to them in the Account agreement.

SECTIONS II AND III OF THE JCPENNEY MASTERCARD® CREDIT CARD ACCOUNT AGREEMENT

**SECTION II: RATES, FEES AND PAYMENT INFORMATION
JCPENNEY MASTERCARD® CREDIT CARD ACCOUNT AGREEMENT**

How Interest Is Calculated	
Your Interest Rate	<p>We use a daily rate to calculate the interest on the balance on your account each day. The daily rate is the applicable APR times 1/365. Interest will be imposed in amounts or at rates not in excess of those permitted by applicable law.</p> <p>The following rates apply to all transactions. If approved, the Annual Percentage Rates (APRs) applicable to your account will be provided in a table at the beginning of your Agreement. Your APRs will also be shown on your billing statement.</p> <ul style="list-style-type: none">• The APR for purchases is the prime rate plus 26.49%. As of January 1, 2025, the daily rate for purchases was .09313% (APR 33.99%).• The APR for cash advances is the prime rate plus 26.49%. As of January 1, 2025, the daily rate for cash advances was .09313% (APR 33.99%). The daily rate for cash advances for your account will not exceed .10957% (APR 39.99%).• The Penalty APR for all transactions is the prime rate plus 36.49%. As of January 1, 2025, the daily rate for Penalty APR was .10957% (APR 39.99%). The daily rate for Penalty APR for your account will not exceed .10957% (APR 39.99%). <p>A Penalty APR may be applied if we do not receive the total minimum payment due on your account by the payment due date two or more times during any 12 consecutive billing cycles. Once the Penalty APR is in effect, the daily rates and APRs will increase and may apply to all new transactions. After we apply the Penalty APR, we will review your account from time to time to see if a reduction in APR is appropriate.</p> <p>Daily Rates May Vary. The APRs and the daily rates on your account vary with the market based on the prime rate. The prime rate for a billing cycle is the highest bank prime loan rate published in <i>The Wall Street Journal</i> in its Money Rates section on the last business day of the calendar month preceding the first day of the billing cycle.</p> <p>If the prime rate increases, the daily rates and APRs will increase, but the APR for cash advances and the Penalty APR will not exceed 39.99%. As a result, interest, your total minimum payment and the number of payments it would take you to pay off your account balance may increase. We apply any change in rates because of a prime rate change to your entire account balance. A change in the prime rate will take effect on the first day of the first billing cycle after the change. We may select a new interest rate index if the prime rate is not available.</p>
When We Charge Interest	<p>Purchases. We charge interest on your purchases from the date you make the purchase until you pay the purchase in full. See exceptions below.</p> <ul style="list-style-type: none">• We will not charge you interest during a billing cycle on any new purchases if:<ol style="list-style-type: none">1. You had no balance at the start of the billing cycle; OR2. You had a balance at the start of the billing cycle and you paid that balance in full by the due date in that billing cycle.• We will credit, as of the start of the billing cycle, any payment you make by the due date that we allocate to purchases if:<ol style="list-style-type: none">1. You had no balance at the start of the previous billing cycle; OR2. You had a balance at the start of the previous billing cycle and you paid that balance in full by the due date in the previous billing cycle. <p>If you did not pay your balance in full in the prior billing cycle, interest will be calculated on your balance from the first day of the current billing cycle until we receive your payment in full, even if you pay your balance in full and on time and make no new charges in the current billing cycle. This interest, plus interest on that interest, will be reflected on your next billing statement.</p> <p>Cash Advances. We charge interest on your cash advances, and their related fees, from the date you make the transaction until you pay them in full. You cannot avoid paying interest on cash advances or their related fees.</p>

<p>How We Calculate Interest</p>	<p>We figure the interest charge on your account separately for each balance type. We do this by applying the daily rate to the daily balance for each day in the billing cycle. A separate daily balance is calculated for the following balance types, as applicable: purchases, cash advances and balances subject to different interest rates, plans or special promotions. See below for how this works.</p> <ol style="list-style-type: none"> How to get the daily balance: We take the starting balance each day, add any new charges and fees, and subtract any payments or credits. This gives us the daily balance. We apply fees to balance types as follows: <ol style="list-style-type: none"> paper statement fees are treated as new purchases; late payment fees or returned payment fees are treated as new purchases; debt cancellation fees are added proportionately to each balance; cash advance fees are added to the cash advance balance; and foreign transaction fees are added to the purchase balance. How to get the daily interest amount: We multiply each daily balance by the daily rate that applies. How to get the starting balance for the next day: We add the daily interest amount in step 2 to the daily balance from step 1. How to get the interest charge for the billing cycle: We add all the daily interest amounts that were charged during the billing cycle. <p>We charge a minimum of \$2.00 of interest in any billing cycle in which you owe interest. This charge is added proportionately to each balance type.</p>
---	---

<p>How Fees Work</p>	
<p>Paper Statement Fee</p>	<p>We will charge a \$1.99 monthly Paper Statement Fee to your account. We will charge this fee in any billing cycle in which your balance is greater than \$2.50 and you are sent a monthly billing statement in paper form, even if you also are provided it in electronic form. You can avoid the fee each billing cycle you are provided your monthly billing statement only in electronic form. To make an election regarding the form of your monthly billing statement, please log in to our servicing site.</p>
<p>Cash Advance Fee</p>	<p>We will charge this fee for each cash advance you make. For ATM cash advances this fee is in addition to any fee the ATM owner may charge you for use of the ATM.</p>
<p>Foreign Transaction Fee</p>	<p>We will charge this fee for purchases or cash advances you make in currencies other than U.S. dollars and/or in a country other than the U.S., whether or not the transaction was in a foreign currency.</p> <p>If you make a transaction with your account in a currency other than U.S. dollars, Mastercard will convert the transaction amount into U.S. dollars using its currency conversion procedure. Under the currency conversion procedure that Mastercard currently uses, the non-U.S. dollar transaction amount is converted into a U.S. dollar amount by multiplying the transaction amount in the non-U.S. dollar currency by a currency conversion rate. Mastercard's currency conversion procedure is based on rates observed in the wholesale market or government-mandated rates, where applicable. The currency conversion rate that Mastercard uses for a particular transaction is the rate for the applicable currency on the date that the transaction occurred. However, in limited situations, particularly where transaction submissions to Mastercard for processing are delayed, the currency conversion rate that Mastercard uses may be the rate for the applicable currency on the date that the transaction is processed.</p>
<p>Late Payment Fee</p>	<p>We will charge this fee if we do not receive the total minimum payment due on your account by the due date in accordance with the requirements set forth on each billing statement. This fee is equal to:</p> <ol style="list-style-type: none"> \$30, if you have paid your total minimum payment due by the due date in each of the prior six billing cycles. OR \$41, if you have failed to pay your total minimum payment due by the due date in any one or more of the prior six billing cycles. <p>The late payment fee will not be more than the total minimum payment that was due.</p>
<p>Returned Payment Fee</p>	<p>We will charge this fee for any returned payment, such as if any check, other instrument, or electronic payment authorization you provide us in payment on your account is not honored, returned unpaid or cannot be processed for any reason. This fee is equal to:</p> <ol style="list-style-type: none"> \$30, if you have not had a returned payment fee in each of the prior six billing cycles. OR \$41, if you have had a returned payment fee in any one or more of the prior six billing cycles. <p>The returned payment fee will not be more than the amount permitted by applicable law. We may represent any returned payment. A returned payment fee may be charged even if your payment is honored on a subsequent representation.</p>

Minimum Payment Calculation

Your total minimum payment is calculated as follows.

The greater of:

- The sum of:
 - \$30, or \$41 (which includes any past due amounts) if you have failed to pay at least the total minimum payment due by the due date in any one or more of the prior six billing cycles; PLUS
 - Any credit insurance premiums charged in the current billing cycle.

OR

- The sum of:
 - The following amounts, rounded up to the next highest whole dollar:
 - Any past due amounts; PLUS
 - 1% of your new balance (excluding any balance in connection with a special promotional purchase with a unique payment calculation) shown on your billing statement; PLUS
 - Any late payment fees charged in the current billing cycle; PLUS
 - All interest charged in the current billing cycle; PLUS
 - Any credit insurance premiums charged in the current billing cycle; PLUS
 - Any payment due in connection with a special promotional purchase with a unique payment calculation.

OR

- The sum of:

- a. Any unpaid interest; PLUS
- b. Any credit insurance premiums and other insurance premiums charged in the current billing cycle; PLUS
- c. Any payment due in connection with a special promotional purchase with a unique payment calculation; PLUS
- d. Any past due amounts.

In any event, your total minimum payment will never be more than your new balance. Any payment due in connection with a special promotional purchase with a unique payment calculation will not be increased to, but may be included in, the \$30 or \$41 minimum amount otherwise due on your account.

Special Promotional Financing Offer Information

At times, we may offer you special financing promotions for certain transactions (“special promotions”). The terms of this Agreement apply to any special promotions. However, any special promotional terms that are different than the terms in this Agreement will be explained on promotional advertising or other disclosures provided to you. Below is a description of certain promotions that may be offered at JCPenney Stores and online at jcp.com:

<ul style="list-style-type: none"> ● No Interest For 6 Months 	<p>For each promotion, after the promotion ends, the variable Purchase APR that applies to your account when the promotional purchase is made will apply.</p> <p>At the time your account is opened, the variable Purchase APR is 33.99%.</p> <p>Your Purchase APR will vary with the market based on the prime rate.</p>
<ul style="list-style-type: none"> ● No Interest For 12 Months 	
<ul style="list-style-type: none"> ● No Interest For 18 Months 	
<ul style="list-style-type: none"> ● No Interest For 24 Months 	
<ul style="list-style-type: none"> ● No Interest For 30 Months 	

When you make a qualifying purchase under one of these promotions, no interest will be assessed on the purchase during the promotional period, but minimum monthly payments are required. Regular account terms apply to non-promotional purchases and, after promotion ends, to your promotional purchases. Offers are subject to credit approval. These promotional offers may not be available at all times for all purchases. Please see any special promotional advertising or other disclosures provided to you for the full terms of any special promotion offered.

In addition, the special promotions described below may be offered at JCPenney Stores and online at jcp.com:

<ul style="list-style-type: none"> ● No Interest if Paid in Full Within 6 Months 	<p>For each promotion, if the promotional balance is not paid in full within the promotional period, interest will be imposed from the date of purchase at the APR that applies to new purchases on your account when the purchase (or a part of the purchase) is charged to your account.</p> <p>At the time your account is opened, the variable Purchase APR is 33.99%.</p> <p>Your Purchase APR will vary with the market based on the prime rate.</p>
<ul style="list-style-type: none"> ● No Interest if Paid in Full Within 12 Months 	
<ul style="list-style-type: none"> ● No Interest if Paid in Full Within 18 Months 	
<ul style="list-style-type: none"> ● No Interest if Paid in Full Within 24 Months 	
<ul style="list-style-type: none"> ● No Interest if Paid in Full Within 30 Months 	

When you make a qualifying purchase under one of these promotions, no interest will be assessed on the purchase if you pay the promotional purchase amount in full within the applicable promotional period. If you do not, interest will be assessed on the promotional purchase from the date of the purchase. Minimum monthly payments are required. Regular account terms apply to non-promotional purchases and, after promotion ends, to promotional purchases. Offers are subject to credit approval. These promotional offers may not be available at all times for all purchases. Please see any special promotional advertising or other disclosures provided to you for the full terms of any special promotion offered.

SECTION III: STANDARD PROVISIONS
JCPENNEY MASTERCARD® CREDIT CARD ACCOUNT AGREEMENT

ABOUT THE CREDIT CARD ACCOUNT AGREEMENT

This Agreement. This is an Agreement between you and Synchrony Bank, 170 Election Road, Suite 125, Draper, UT 84020, for your credit card account shown above. By opening or using your account, you agree to the terms of the entire Agreement. The entire Agreement includes the four sections of this document and the application you submitted to us in connection with the account. These documents replace any other agreement relating to your account that you or we made earlier or at the same time.

Parties To This Agreement. This Agreement applies to each accountholder approved on the account and each of you is responsible for paying the full amount due, no matter which one uses the account. We may treat each of you as one accountholder and may refer to each of you as “you” or “your.” Synchrony Bank may be referred to as “we,” “us” or “our.”

Changes To This Agreement. We may change, add or delete terms of this Agreement, including interest rates, fees and charges.

Special Promotions. The terms of this Agreement apply to any special promotions. However, any special promotional terms that are different than the terms in this Agreement will be explained on promotional advertising or other disclosures provided to you.

HOW TO USE YOUR ACCOUNT/CARD

Use Of Your Account. You may use your account only for lawful personal, family or household purposes. You may use your account for purchases from any JCPenney Store, jcp.com, or anywhere that accepts Mastercard credit cards. You may get cash advances as further explained below. You may not use your account to pay amounts you owe us on this account or any other account you have with us. If you have credit insurance on this account, for the purpose of your credit insurance certificate of insurance, the regular charge plan balance is your account balance. Any benefit which may be paid on this account by your credit insurance will be subject to the terms, limitations and exclusions contained in the master policy and your certificate of insurance.

Cash Advances. We may offer you the opportunity to get a cash advance with convenience checks that we send you. We may not honor a convenience check for any reason stated on the check. You can also get cash or make a withdrawal from any institution or ATM that accepts the card or the account. In addition, we will treat any purchase of certain cash-like items as cash advances. Cash-like items include for example, money orders, cashier’s checks, traveler’s checks, electronic or wire transfers (including, but not limited to, person-to-person money transfers (P2P)), foreign currency or other in-bank transactions, tax payments, lottery tickets or other legalized gambling transactions, court costs, bail bonds and fines. We rely on third parties to send us the accurate classification of transactions, including certain transactions as purchases and others as cash advances, and this classification affects how the transaction is treated under the terms of this Agreement.

You Promise To Pay. You promise to pay us for all amounts owed to us under this Agreement.

Your Responsibility. Each accountholder will receive a card. You may not allow anyone else to use your account. If you do, or if you ask us to send a card to someone else, you will be responsible for paying for all charges resulting from their transactions.

Transaction Limits. To prevent fraud, we may limit the number or dollar amount of transactions you can make in any particular amount of time. We also may decline any particular charge on your account for any reason.

Credit Limit. You will be assigned a credit limit and cash advance limit on your account that we may increase or decrease from time to time. If we approve a transaction that makes you go over your credit limit or your cash advance limit, we do not give up any rights under this Agreement and we do not treat it as an increase in either limit.

HOW AND WHEN TO MAKE PAYMENTS

When Payments Are Due. You must pay at least the total minimum payment due on your account by the due date of each billing cycle in accordance with the requirements set forth on each billing statement. Payments received after the due date will be credited as of the next day. You may at any time pay, in whole or in part,

the total unpaid balance without any additional charge for prepayment. If you have a balance subject to interest, earlier payment may reduce the amount of interest you will pay. We may delay making credit available on your account in the amount of your payment even though we will credit your payment when we receive it.

Payment Options. You can pay by mail or online. We may allow you to make payments over the phone but we may charge you a fee to make expedited phone payments. 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.

How To Make A Payment. You must follow the instructions for making payments provided on your billing statement. If you do not, credit of your payment may be delayed up to five days. Your billing statement also explains how information on your check is used.

Payment Allocation. We will apply the required total minimum payment to balances on your account using any method we choose. Any payment you make in excess of the required total minimum payment will be applied to higher APR balances before lower APR balances. Applicable law may require or permit us to apply excess payments in a different manner in certain situations, such as when your account has a certain type of special promotion.

INFORMATION ABOUT YOU

Using And Sharing Your Information. When you applied for an account, you authorized and directed us to give information about you and your account to JCPenney and its affiliates and licensees (the "JCPenney family"). The JCPenney family will use the information in connection with the credit program and for things like creating and updating its records for you, assisting them in better serving you, and providing you with notices of special promotions, marketing materials and tailored offerings. More information about how we use and share information is set forth in the privacy policy for your account.

Address/Phone Change. 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.

Consent To Communications. 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 and at any time, as permitted by applicable law. For informational, servicing, fraud, or collection related communications, you agree that we may use the phone numbers that you provide to us 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. Text frequency may vary and may be recurring. 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. Message and data rates may vary. We and any carrier are not liable for delayed or undelivered messages. If you have questions, please call the number on the back of your card.

Telephone Monitoring. For quality control, you allow us to listen to and/or record telephone calls between you and us.

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Closing Your Account. You may close your account at any time by sending a letter to the address shown on your billing statement or calling customer service. We may close your account at any time, for any reason. If your account is closed, you must stop using it. You must still pay the full amount you owe and this Agreement will remain in effect until you do.

Collection Costs. If we ask an attorney who is not our salaried employee to collect your account, we may charge you our collection costs. These include court costs and reasonable attorneys' fees.

Credit Bureau Reporting. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be shown in your credit report. Tell us if you think we reported wrong information about you to a credit bureau. Write to us at P.O. Box 71729, Philadelphia, PA 19176-1729 (Puerto Rico and U.S. Virgin Islands residents, write to P.O. Box 166013, Altamonte Springs, FL 32716-6013). Tell us what information is wrong and why you think it is wrong. If you have a copy of the credit report that includes the wrong information, send us a copy.

Default. You are in default if you make a late payment, do not follow any other term of this Agreement or become bankrupt or insolvent. If you default or upon your death, we may (a) request payment of the full amount due right away, (b) take legal action to collect the amounts owed, and/or (c) take any other action allowed.

Disputed Amounts. The billing rights summary in section IV of this Agreement describes what to do if you think there is a mistake on your bill. If you send us correspondence about a disputed amount or payment, you must send it to the address for billing inquiries. We do not give up any rights under this Agreement if we accept a payment marked "payment in full" or given with any other conditions or limitations.

Unauthorized Use. If your card is lost, stolen or used without your consent, call us immediately at 1-800-542-0800 (Puerto Rico and U.S. Virgin Islands residents, call 1-800-981-8400). You will not be liable for unauthorized use on your account, but you will be responsible for all use by anyone you give your card to or allow to use your account.

IMPORTANT INFORMATION ABOUT THIS AGREEMENT

Assignment. We may sell, assign or transfer any or all of our rights or duties under this Agreement or your account, including our rights to payments. We do not have to give you prior notice of such action. You may not sell, assign or transfer any of your rights or duties under this Agreement or your account.

Enforceability. If any part of this Agreement is found to be void or unenforceable, all other parts of this Agreement will still apply.

Governing Law. Except as provided in the Resolving a Dispute with Arbitration section, this Agreement and your account are governed by federal law and, to the extent state law applies, the laws of Utah without regard to its conflicts of law principles. This Agreement has been accepted by us in Utah.

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.

RESOLVING A DISPUTE WITH ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. IF YOU DO NOT REJECT IT, THIS SECTION WILL APPLY TO YOUR ACCOUNT, AND MOST DISPUTES BETWEEN YOU AND US, AND/OR PENNEY OPCO, LLC, WILL BE SUBJECT TO INDIVIDUAL ARBITRATION AS SET FORTH BELOW. THIS MEANS THAT: (1) NEITHER A COURT NOR A JURY WILL RESOLVE ANY SUCH DISPUTE; (2) YOU WILL NOT BE ABLE TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING; (3) LESS INFORMATION WILL BE AVAILABLE; AND (4) APPEAL RIGHTS WILL BE LIMITED.

• What claims are subject to arbitration

1. If you, we, or Penney OpCo, LLC make a demand for arbitration, you, we and/or Penney OpCo, LLC must arbitrate any dispute or claim, including, but not limited to, statutory, common law, and equitable claims, between you or any other user of your account, and us, our affiliates, agents and/or Penney OpCo, LLC that relates to your account, including, but not limited to, any dispute or claim involving any purchase or credit made with or to, or otherwise involving your account, except as noted below. The parties intend for Penney OpCo, LLC to be a third-party beneficiary of this Arbitration section of this Agreement.
2. We will not require you to arbitrate: (1) any individual case in small claims court or your state's equivalent court, so long as it remains an individual case in that court; or (2) a case we file to collect money you owe us. However, if you respond to the collection lawsuit by claiming any wrongdoing, we may require you to arbitrate.
3. Notwithstanding any other language in this section, only a court, not an arbitrator, will decide disputes about the validity, enforceability, coverage or scope of this section or any part thereof (including, without limitation, the next paragraph of this section and/or this sentence). However, any dispute or argument that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide.

• **No Class Actions**

YOU AGREE NOT TO PARTICIPATE IN A CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION AGAINST US AND/OR PENNEY OPCO, LLC, IN COURT OR ARBITRATION. ALSO, YOU MAY NOT BRING CLAIMS AGAINST US AND/OR PENNEY OPCO, LLC, ON BEHALF OF ANY ACCOUNTHOLDER WHO IS NOT AN ACCOUNTHOLDER ON YOUR ACCOUNT, AND YOU AGREE THAT ONLY ACCOUNTHOLDERS ON YOUR ACCOUNT MAY BE JOINED IN A SINGLE ARBITRATION WITH ANY CLAIM YOU HAVE.

If a court determines that this paragraph is not fully enforceable, only this sentence will remain in force and the remainder will be null and void, and the court’s determination shall be subject to appeal. This paragraph does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers, including you. This means that we will not have the right to compel arbitration of any claim brought by such an agency.

• **How to start an arbitration, and the arbitration process**

1. The party who wants to arbitrate must notify the other part(ies) in writing. This notice can be given after the beginning of a lawsuit or in papers filed in the lawsuit. For arbitration demands against Synchrony Bank, your notice must be sent to Synchrony Bank, Legal Operation, 777 Long Ridge Rd., Ste 2, Stamford, CT 06902-1259, ATTN: ARBITRATION DEMAND. For arbitration demands against Penney OpCo, LLC, your notice must be sent to Registered Agent/Legal Department, 6501 Legacy Drive, Plano, TX 75024, ATTN: ARBITRATION DEMAND. The party seeking arbitration must select an arbitration administrator, which can be either the American Arbitration Association (AAA), 120 Broadway, Floor 21, New York, NY 10271, www.adr.org, 1-800-778-7879, or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com, 1-800-352-5267. If neither administrator is able or willing to handle the dispute, then the court will appoint an arbitrator.
2. If a party files a lawsuit in court asserting claim(s) that are subject to arbitration and another party files a motion with the court to compel arbitration, which is granted, it will be the responsibility of the party asserting the claim(s) to commence the arbitration proceeding.
3. The arbitration administrator will appoint the arbitrator and will tell the parties what to do next. The arbitrator must be a lawyer with at least ten years of legal experience. Once appointed, the arbitrator must apply the same law and legal principles, consistent with the FAA, that would apply in court, but may use different procedural rules. If the administrator’s rules conflict with this Agreement, this Agreement will control.
4. The arbitration will take place by phone or at a reasonably convenient location. If you ask us to, we will pay all the fees the administrator or arbitrator charges, as long as we believe you are acting in good faith. We will always pay arbitration costs, as well as your legal fees and costs, to the extent you prevail on claims you assert against us in an arbitration proceeding which you have commenced.

• **Governing Law for Arbitration**

This Arbitration section of your Agreement is governed by the Federal Arbitration Act (FAA). Utah law shall apply to the extent state law is relevant under the FAA. The arbitrator’s decision will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator’s award.

• **How to reject this section**

You may reject this Arbitration section of your Agreement. If you do that, only a court may be used to resolve any dispute or claim. To reject this section, you must send us a notice within 60 days after you open your account or we first provided you with your right to reject this section. The notice must include your name, address and account number, and must be mailed to Synchrony Bank, P.O. Box 71734, Philadelphia, PA 19176-1734. This is the only way you can reject this section.

**SECTIONS II AND III OF THE JCPENNEY CREDIT CARD ACCOUNT AGREEMENT
SECTION II: RATES, FEES AND PAYMENT INFORMATION
JCPENNEY CREDIT CARD ACCOUNT AGREEMENT**

How Interest Is Calculated

Your Interest Rate

We use a daily rate to calculate the interest on the balance on your account each day. The daily rate is the applicable APR times 1/365. Interest will be imposed in amounts or at rates not in excess of those permitted by applicable law.

The following rates apply to all transactions. If approved, the Annual Percentage Rates (APRs) applicable to your account will be provided in a table at the beginning of your Agreement. Your APRs will also be shown on your billing statement.

- The APR for purchases is the prime rate plus 26.49%. As of January 1, 2025, the daily rate for purchases was .09313% (APR 33.99%).
- The Penalty APR for all transactions is the prime rate plus 36.49%. As of January 1, 2025, the daily rate for Penalty APR was .10957% (APR 39.99%). The daily rate for Penalty APR for your account will not exceed .10957% (APR 39.99%).

A Penalty APR may be applied if we do not receive the total minimum payment due on your account by the payment due date two or more times during any 12 consecutive billing cycles. Once the Penalty APR is in effect, the daily rates and APRs will increase and may apply to all new transactions. After we apply the Penalty APR, we will review your account from time to time to see if a reduction in APR is appropriate.

Daily Rates May Vary. The APRs and the daily rates on your account vary with the market based on the prime rate. The prime rate for a billing cycle is the highest bank prime loan rate published in *The Wall Street Journal* in its Money Rates section on the last business day of the calendar month preceding the first day of the billing cycle.

If the prime rate increases, the daily rates and APRs will increase, but the Penalty APR will not exceed 39.99%. As a result, interest, your total minimum payment and the number of payments it would take you to pay off your account balance may increase. We apply any change in rates because of a prime rate change to your entire account balance. A change in the prime rate will take effect on the first day of the first billing cycle after the change. We may select a new interest rate index if the prime rate is not available.

<p>When We Charge Interest</p>	<p>Purchases. We charge interest on your purchases from the date you make the purchase until you pay the purchase in full. See exceptions below.</p> <ul style="list-style-type: none"> ● We will not charge you interest during a billing cycle on any new purchases if: <ul style="list-style-type: none"> 1. You had no balance at the start of the billing cycle; OR 2. You had a balance at the start of the billing cycle and you paid that balance in full by the due date in that billing cycle. ● We will credit, as of the start of the billing cycle, any payment you make by the due date that we allocate to purchases if: <ul style="list-style-type: none"> 1. You had no balance at the start of the previous billing cycle; OR 2. You had a balance at the start of the previous billing cycle and you paid that balance in full by the due date in the previous billing cycle. <p>If you did not pay your balance in full in the prior billing cycle, interest will be calculated on your balance from the first day of the current billing cycle until we receive your payment in full, even if you pay your balance in full and on time and make no new charges in the current billing cycle. This interest, plus interest on that interest, will be reflected on your next billing statement.</p>
<p>How We Calculate Interest</p>	<p>We figure the interest charge on your account separately for each balance type. We do this by applying the daily rate to the daily balance for each day in the billing cycle. A separate daily balance is calculated for the following balance types, as applicable: purchases and balances subject to different interest rates, plans or special promotions. See below for how this works.</p> <ol style="list-style-type: none"> 1. How to get the daily balance: We take the starting balance each day, add any new charges and fees, and subtract any payments or credits. This gives us the daily balance. Credit insurance premiums and debt cancellation fees, if any, are not included in the daily balance. Late payment fees, returned payment fees and paper statement fees are treated as new purchases. 2. How to get the daily interest amount: We multiply each daily balance by the daily rate that applies. 3. How to get the starting balance for the next day: We add the daily interest amount in step 2 to the daily balance from step 1. 4. How to get the interest charge for the billing cycle: We add all the daily interest amounts that were charged during the billing cycle. <p>We charge a minimum of \$2.00 of interest in any billing cycle in which you owe interest. This charge is added proportionately to each balance type.</p>

<p>How Fees Work</p>	
<p>Paper Statement Fee</p>	<p>We will charge a \$1.99 monthly Paper Statement Fee to your account. We will charge this fee in any billing cycle in which your balance is greater than \$2.50 and you are sent a monthly billing statement in paper form, even if you also are provided it in electronic form. You can avoid the fee each billing cycle you are provided your monthly billing statement only in electronic form. To make an election regarding the form of your monthly billing statement, please log in to our servicing site.</p>
<p>Late Payment Fee</p>	<p>We will charge this fee if we do not receive the total minimum payment due on your account by the due date in accordance with the requirements set forth on each billing statement. This fee is equal to:</p> <ol style="list-style-type: none"> 1. \$30, if you have paid your total minimum payment due by the due date in each of the prior six billing cycles. <p style="text-align: center;">OR</p> <ol style="list-style-type: none"> 2. \$41, if you have failed to pay your total minimum payment due by the due date in any one or more of the prior six billing cycles. <p>The late payment fee will not be more than the total minimum payment that was due.</p>
<p>Returned Payment Fee</p>	<p>We will charge this fee for any returned payment, such as if any check, other instrument, or electronic payment authorization you provide us in payment on your account is not honored, returned unpaid or cannot be processed for any reason. This fee is equal to:</p> <ol style="list-style-type: none"> 1. \$30, if you have not had a returned payment fee in each of the prior six billing cycles. <p style="text-align: center;">OR</p> <ol style="list-style-type: none"> 2. \$41, if you have had a returned payment fee in any one or more of the prior six billing cycles. <p>The returned payment fee will not be more than the amount permitted by applicable law. We may represent any returned payment. A returned payment fee may be charged even if your payment is honored on a subsequent representation.</p>

Minimum Payment Calculation

Your total minimum payment is calculated as follows.

The greater of:

1. The sum of:
 - a. \$30, or \$41 (which includes any past due amounts) if you have failed to pay at least the total minimum payment due by the due date in any one or more of the prior six billing cycles; PLUS
 - b. Any credit insurance premiums charged in the current billing cycle.
- OR
2. The sum of:
 - a. The following amounts, rounded up to the next highest whole dollar:
 - i. Any past due amounts; PLUS
 - ii. 1% of your new balance (excluding any balance in connection with a special promotional purchase with a unique payment calculation) shown on your billing statement; PLUS
 - iii. Any late payment fees charged in the current billing cycle; PLUS
 - iv. All interest charged in the current billing cycle; PLUS
 - b. Any credit insurance premiums charged in the current billing cycle; PLUS
 - c. Any payment due in connection with a special promotional purchase with a unique payment calculation.

OR

3. The sum of:

- a. Any unpaid interest; PLUS
- b. Any credit insurance premiums and other insurance premiums charged in the current billing cycle; PLUS
- c. Any payment due in connection with a special promotional purchase with a unique payment calculation; PLUS
- d. Any past due amounts.

In any event, your total minimum payment will never be more than your new balance. Any payment due in connection with a special promotional purchase with a unique payment calculation will not be increased to, but may be included in, the \$30 or \$41 minimum amount otherwise due on your account.

Special Promotional Financing Offer Information

At times, we may offer you special financing promotions for certain transactions (“special promotions”). The terms of this Agreement apply to any special promotions. However, any special promotional terms that are different than the terms in this Agreement will be explained on promotional advertising or other disclosures provided to you. Below is a description of certain promotions that may be offered at JCPenney Stores and online at jcp.com:

• No Interest For 6 Months	For each promotion, after the promotion ends, the variable Purchase APR that applies to your account when the promotional purchase is made will apply.
• No Interest For 12 Months	
• No Interest For 18 Months	At the time your account is opened, the variable Purchase APR is 33.99%. Your Purchase APR will vary with the market based on the prime rate.
• No Interest For 24 Months	
• No Interest For 30 Months	

When you make a qualifying purchase under one of these promotions, no interest will be assessed on the purchase during the promotional period, but minimum monthly payments are required. Regular account terms apply to non-promotional purchases and, after promotion ends, to your promotional purchases. Offers are subject to credit approval. These promotional offers may not be available at all times for all purchases. Please see any special promotional advertising or other disclosures provided to you for the full terms of any special promotion offered.

In addition, the special promotions described below may be offered at JCPenney Stores and online at jcp.com:

• No Interest if Paid in Full Within 6 Months	For each promotion, if the promotional balance is not paid in full within the promotional period, interest will be imposed from the date of purchase at the APR that applies to new purchases on your account when the purchase (or a part of the purchase) is charged to your account.
• No Interest if Paid in Full Within 12 Months	
• No Interest if Paid in Full Within 18 Months	At the time your account is opened, the variable Purchase APR is 33.99%. Your Purchase APR will vary with the market based on the prime rate.
• No Interest if Paid in Full Within 24 Months	
• No Interest if Paid in Full Within 30 Months	

When you make a qualifying purchase under one of these promotions, no interest will be assessed on the purchase if you pay the promotional purchase amount in full within the applicable promotional period. If you do not, interest will be assessed on the promotional purchase from the date of the purchase. Minimum monthly payments are required. Regular account terms apply to non-promotional purchases and, after promotion ends, to promotional purchases. Offers are subject to credit approval. These promotional offers may not be available at all times for all purchases. Please see any special promotional advertising or other disclosures provided to you for the full terms of any special promotion offered.

**SECTION III: STANDARD PROVISIONS
JCPENNEY CREDIT CARD ACCOUNT AGREEMENT**

ABOUT THE CREDIT CARD ACCOUNT AGREEMENT

This Agreement. This is an Agreement between you and Synchrony Bank, 170 Election Road, Suite 125, Draper, UT 84020, for your credit card account shown above. By opening or using your account, you agree to the terms of the entire Agreement. The entire Agreement includes the four sections of this document and the application you submitted to us in connection with the account. These documents replace any other agreement relating to your account that you or we made earlier or at the same time.

Parties To This Agreement. This Agreement applies to each accountholder approved on the account and each of you is responsible for paying the full amount due, no matter which one uses the account. We may treat each of you as one accountholder and may refer to each of you as “you” or “your.” Synchrony Bank may be referred to as “we,” “us” or “our.”

Changes To This Agreement. We may change, add or delete terms of this Agreement, including interest rates, fees and charges.

Special Promotions. The terms of this Agreement apply to any special promotions. However, any special promotional terms that are different than the terms in this Agreement will be explained on promotional advertising or other disclosures provided to you.

HOW TO USE YOUR ACCOUNT/CARD

Use Of Your Account. You may use your account only for lawful personal, family or household purposes. You may use your account for purchases from JCPenney Stores, jcp.com, or other companies authorized to accept the JCPenney Credit Card.

You Promise To Pay. You promise to pay us for all amounts owed to us under this Agreement.

Your Responsibility. Each accountholder will receive a card. You may not allow anyone else to use your account. If you do, or if you ask us to send a card to someone else, you will be responsible for paying for all charges resulting from their transactions.

Purchase Limits. To prevent fraud, we may limit the number or dollar amount of purchases you can make in any particular amount of time. We also may decline any particular charge on your account for any reason.

Credit Limit. You will be assigned a credit limit on your account that we may increase or decrease from time to time. If we approve a purchase that makes you go over your credit limit, we do not give up any rights under this Agreement and we do not treat it as an increase in your credit limit.

HOW AND WHEN TO MAKE PAYMENTS

When Payments Are Due. You must pay at least the total minimum payment due on your account by the due date of each billing cycle in accordance with the requirements set forth on each billing statement. Payments received after the due date will be credited as of the next day. You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment. If you have a balance subject to interest, earlier payment may reduce the amount of interest you will pay. We may delay making credit available on your account in the amount of your payment even though we will credit your payment when we receive it.

Payment Options. You can pay by mail, online or at a JCPenney Store. JCPenney Stores take payments that you make to them as a convenience to you. We may not credit those payments to your account until we receive them. Under ordinary circumstances, any payment made at a JCPenney Store will be credited as of the day you make such payment in the store. We may allow you to make payments over the phone but we may charge you a fee to make expedited phone payments. 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.

How To Make A Payment. You must follow the instructions for making payments provided on your billing statement. If you do not, credit of your payment may be delayed up to five days. Your billing statement also explains how information on your check is used.

Payment Allocation. We will apply the required total minimum payment to balances on your account using any method we choose. Any payment you make in excess of the required total minimum payment will be applied to higher APR balances before lower APR balances. Applicable law may require or permit us to apply excess payments in a different manner in certain situations, such as when your account has a certain type of special promotion.

INFORMATION ABOUT YOU

Using And Sharing Your Information. When you applied for an account, you authorized and directed us to give information about you and your account to JCPenney and its affiliates and licensees (the "JCPenney family"). The JCPenney family will use the information in connection with the credit program and for things like creating and updating its records for you, assisting them in better serving you, and providing you with notices of special promotions, marketing materials and tailored offerings. More information about how we use and share information is set forth in the privacy policy for your account.

Address/Phone Change. 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.

Consent To Communications. 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 and at any time, as permitted by applicable law. For informational, servicing, fraud, or collection related communications, you agree that we may use the phone numbers that you provide to us 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. Text frequency may vary and may be recurring. 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. Message and data rates may vary. We and any carrier are not liable for delayed or undelivered messages. If you have questions, please call the number on the back of your card.

Telephone Monitoring. For quality control, you allow us to listen to and/or record telephone calls between you and us.

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Closing Your Account. You may close your account at any time by sending a letter to the address shown on your billing statement or calling customer service. We may close your account at any time, for any reason. If your account is closed, you must stop using it. You must still pay the full amount you owe and this Agreement will remain in effect until you do.

Collection Costs. If we ask an attorney who is not our salaried employee to collect your account, we may charge you our collection costs. These include court costs and reasonable attorneys' fees.

Credit Bureau Reporting. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be shown in your credit report. Tell us if you think we reported wrong information about you to a credit bureau. Write to us at P.O. Box 71729, Philadelphia, PA 19176-1729 (Puerto Rico and U.S. Virgin Islands residents, write to P.O. Box 166013, Altamonte Springs, FL 32716-6013). Tell us what information is wrong and why you think it is wrong. If you have a copy of the credit report that includes the wrong information, send us a copy.

Default. You are in default if you make a late payment, do not follow any other term of this Agreement or become bankrupt or insolvent. If you default or upon your death, we may (a) request payment of the full amount due right away, (b) take legal action to collect the amounts owed, and/or (c) take any other action allowed.

Disputed Amounts. The billing rights summary in section IV of this Agreement describes what to do if you think there is a mistake on your bill. If you send us correspondence about a disputed amount or payment, you must send it to the address for billing inquiries. We do not give up any rights under this Agreement if we accept a payment marked "payment in full" or given with any other conditions or limitations.

Unauthorized Use. If your card is lost, stolen or used without your consent, call us immediately at 1-800-542-0800 (Puerto Rico and U.S. Virgin Islands residents, call 1-800-981-8400). You will not be liable for unauthorized use on your account, but you will be responsible for all use by anyone you give your card to or allow to use your account.

IMPORTANT INFORMATION ABOUT THIS AGREEMENT

Assignment. We may sell, assign or transfer any or all of our rights or duties under this Agreement or your account, including our rights to payments. We do not have to give you prior notice of such action. You may not sell, assign or transfer any of your rights or duties under this Agreement or your account.

Enforceability. If any part of this Agreement is found to be void or unenforceable, all other parts of this Agreement will still apply.

Governing Law. Except as provided in the Resolving a Dispute with Arbitration section, this Agreement and your account are governed by federal law and, to the extent state law applies, the laws of Utah without regard to its conflicts of law principles. This Agreement has been accepted by us in Utah.

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.

RESOLVING A DISPUTE WITH ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. IF YOU DO NOT REJECT IT, THIS SECTION WILL APPLY TO YOUR ACCOUNT, AND MOST DISPUTES BETWEEN YOU AND US, AND/OR PENNEY OPCO, LLC, WILL BE SUBJECT TO INDIVIDUAL ARBITRATION AS SET FORTH BELOW. THIS MEANS THAT: (1) NEITHER A COURT NOR A JURY WILL RESOLVE ANY SUCH DISPUTE; (2) YOU WILL NOT BE ABLE TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING; (3) LESS INFORMATION WILL BE AVAILABLE; AND (4) APPEAL RIGHTS WILL BE LIMITED.

• What claims are subject to arbitration

1. If you, we, or Penney OpCo, LLC make a demand for arbitration, you, we and/or Penney OpCo, LLC must arbitrate any dispute or claim, including, but not limited to, statutory, common law, and equitable claims, between you or any other user of your account, and us, our affiliates, agents and/or Penney OpCo, LLC that relates to your account, including, but not limited to, any dispute or claim involving any purchase or credit made with or to, or otherwise involving your account, except as noted below. The parties intend for Penney OpCo, LLC to be a third-party beneficiary of this Arbitration section of this Agreement.
2. We will not require you to arbitrate: (1) any individual case in small claims court or your state's equivalent court, so long as it remains an individual case in that court; or (2) a case we file to collect money you owe us. However, if you respond to the collection lawsuit by claiming any wrongdoing, we may require you to arbitrate.
3. Notwithstanding any other language in this section, only a court, not an arbitrator, will decide disputes about the validity, enforceability, coverage or scope of this section or any part thereof (including, without limitation, the next paragraph of this section and/or this sentence). However, any dispute or argument that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide.

• No Class Actions

YOU AGREE NOT TO PARTICIPATE IN A CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION AGAINST US AND/OR PENNEY OPCO, LLC, IN COURT OR ARBITRATION. ALSO, YOU MAY NOT BRING CLAIMS AGAINST US AND/OR PENNEY OPCO, LLC, ON BEHALF OF ANY ACCOUNTHOLDER WHO IS NOT AN ACCOUNTHOLDER ON YOUR ACCOUNT, AND YOU AGREE THAT ONLY ACCOUNTHOLDERS ON YOUR ACCOUNT MAY BE JOINED IN A SINGLE ARBITRATION WITH ANY CLAIM YOU HAVE.

If a court determines that this paragraph is not fully enforceable, only this sentence will remain in force and the remainder will be null and void, and the court's determination shall be subject to appeal. This paragraph does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government

agency even when such agency is seeking relief on behalf of a class of borrowers, including you. This means that we will not have the right to compel arbitration of any claim brought by such an agency.

• **How to start an arbitration, and the arbitration process**

1. The party who wants to arbitrate must notify the other part(ies) in writing. This notice can be given after the beginning of a lawsuit or in papers filed in the lawsuit. For arbitration demands against Synchrony Bank, your notice must be sent to Synchrony Bank, Legal Operation, 777 Long Ridge Rd., Ste 2, Stamford, CT 06902-1259, ATTN: ARBITRATION DEMAND. For arbitration demands against Penney OpCo, LLC, your notice must be sent to Registered Agent/Legal Department, 6501 Legacy Drive, Plano, TX 75024, ATTN: ARBITRATION DEMAND. The party seeking arbitration must select an arbitration administrator, which can be either the American Arbitration Association (AAA), 120 Broadway, Floor 21, New York, NY 10271, www.adr.org, 1-800-778-7879, or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com, 1-800-352-5267. If neither administrator is able or willing to handle the dispute, then the court will appoint an arbitrator.
2. If a party files a lawsuit in court asserting claim(s) that are subject to arbitration and another party files a motion with the court to compel arbitration, which is granted, it will be the responsibility of the party asserting the claim(s) to commence the arbitration proceeding.
3. The arbitration administrator will appoint the arbitrator and will tell the parties what to do next. The arbitrator must be a lawyer with at least ten years of legal experience. Once appointed, the arbitrator must apply the same law and legal principles, consistent with the FAA, that would apply in court, but may use different procedural rules. If the administrator's rules conflict with this Agreement, this Agreement will control.
4. The arbitration will take place by phone or at a reasonably convenient location. If you ask us to, we will pay all the fees the administrator or arbitrator charges, as long as we believe you are acting in good faith. We will always pay arbitration costs, as well as your legal fees and costs, to the extent you prevail on claims you assert against us in an arbitration proceeding which you have commenced.

• **Governing Law for Arbitration**

This Arbitration section of your Agreement is governed by the Federal Arbitration Act (FAA). Utah law shall apply to the extent state law is relevant under the FAA. The arbitrator's decision will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award.

• **How to reject this section**

You may reject this Arbitration section of your Agreement. If you do that, only a court may be used to resolve any dispute or claim. To reject this section, you must send us a notice within 60 days after you open your account or we first provided you with your right to reject this section. The notice must include your name, address and account number, and must be mailed to Synchrony Bank, P.O. Box 71734, Philadelphia, PA 19176-1734. This is the only way you can reject this section.

SECTION IV: OTHER IMPORTANT INFORMATION
JCPENNEY MASTERCARD® CREDIT CARD AND JCPENNEY CREDIT CARD ACCOUNT AGREEMENT

NOTICE FOR ACTIVE DUTY MILITARY MEMBERS AND THEIR DEPENDENTS: The following disclosures apply to you if, at the time your account is opened, you are a "covered borrower" as defined in the Military Lending Act, which includes eligible active duty members of the Armed Forces and their dependents:

1. The provision in this Agreement called "Resolving a Dispute with Arbitration" will not apply to your account.
2. Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an Annual Percentage Rate of 36 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).
3. You can call 1-855-367-4541 to hear the information in item 2 (above) and a description of the payment obligation for your account.

STATE NOTICES

NEW JERSEY RESIDENTS: Certain provisions of this Agreement are subject to applicable law. As a result, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

TENNESSEE RESIDENTS: This Agreement will not become effective unless and until we have (1) provided the disclosures required pursuant to the federal Truth in Lending Act, (2) you or an authorized user uses the account, and (3) we extend credit to you for that transaction on your account.

WISCONSIN RESIDENTS: No provision of a marital property agreement, a unilateral statement under sec. 766.59, Wis. Stats., or a court decree under sec. 766.70, Wis. Stats., adversely affects the interest of the creditor unless the creditor, prior to the time credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. **Married residents of Wisconsin applying for an individual account must give us the name and address of their spouse if the spouse also is a Wisconsin resident, regardless of whether the spouse may use the card. Please provide this information to us at P.O. Box 71731, Philadelphia, PA 19176-1731.**

Your signature on the application or sales slip (or online screen) for the initial purchase approved on this account represents your signature on this Agreement. It is incorporated herein by reference.

We have signed this Agreement as follows:



Brian D. Doubles
President and Chief Executive Officer
Synchrony Bank

YOUR BILLING RIGHTS SUMMARY

Your Billing Rights: Keep This Document 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:

Synchrony Bank
P.O. Box 71730, Philadelphia, PA 19176-1730

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.

- *Description of 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*. 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.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- 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.
- 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 Credit Card 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 at:

Synchrony Bank
P.O. Box 71730, Philadelphia, PA 19176-1730

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.

JCPenney Rewards Program Terms & Conditions

Rewards Terms & Conditions

Membership in the JCPenney Rewards Program ("Program") is open to individuals who are residents of the 50 states of the U.S. and PR who are 18 years of age or older (each a "member" or "you"). JCPenney Credit Cardmembers who meet those criteria are automatically enrolled in the Program. Program membership is not available to corporations, businesses, non-profit organizations, partnerships, governmental agencies, or any other entity, unless written approvals received in advance from JCPenney. Resellers are expressly excluded from the Program. This summary description of the Program is effective April 17, 2024. For full Program terms and conditions as of that date, or for other questions about the Program, please visit www.jcp.com/rewards or call 1-800-322-1189.

CashPass Points & Certificates

For each \$1 spent on a qualifying purchase at JCPenney stores or jcp.com, you will receive 1 and one half JCPenney CashPass Point ("Point") up to the Point Maximum if the purchase is made with a JCPenney Credit Card or JCPenney Mastercard in good standing. If you use a different payment method, you will receive 1 Point for each \$1 spent on a qualifying purchase up to the Point Maximum. The maximum number of Points that you can receive for a single purchase transaction at JCPenney Stores or jcp.com is 2,000 Points ("Point Maximum") regardless of the amount of the qualifying purchase. JCPenney Mastercard® cardmembers also earn Points when using their JCPenney Mastercard account outside of JCPenney Stores and jcp.com, provided their JCPenney Mastercard account is open and in good standing. Earn 1 Point for every \$5 dollars in net purchases (purchases made by you or an authorized user minus returns and adjustments) everywhere Mastercard is accepted (other than JCPenney Stores and jcp.com). Balance Transfers, Cash Advances, finance charges, and fees do not qualify for Points. Amounts are calculated based upon the sum of the prior billing cycle's Mastercard purchases less returns and includes points earned from applicable bonus offers. Points are issued with respect to jcp.com orders (made online or in-store) when payment card/account is charged, and item(s) have shipped. Points are earned on the dollar amount of the qualifying purchase after all applicable discounts, offers, coupons and CashPasses are applied. If you return a qualifying purchase, the Points you received for that purchase will be deducted from your Program account in the month the return is made. **The following are not qualifying purchases:** dollars spent on sales tax, state fees, and charges and fees (e.g., shipping, delivery or installation charges, and restocking or recycling fees). No adjustments for missing Points will be made to a Member's Program account after 90 days from the actual purchase. CashPass Points will not be awarded for pre-sale, return or exchange transactions.

Once you reach 200 points, you will be issued a \$10 JCPenney CashPass Reward ("CashPass") redeemable on eligible JCPenney purchases (some exclusions and restrictions apply; see CashPass for details) and 200 points will be deducted from your Program account. The \$10 CashPass may be advertised as 5% for purchases at JCPenney stores or jcp.com (\$200 spent = \$10 reward), and for JCPenney Mastercard cardmembers, 1% for purchases everywhere else Mastercard is accepted (\$1,000 spent = \$10 reward). CashPass Rewards will be applied prior to any companywide discounts or coupons (e.g., 20% off or \$10 off a purchase of \$25 or more). Points will not expire if your Program account stays "active." "Active" means that you earn points for a qualifying purchase at least once in a 12-month period. CashPasses will state the date they expire. CashPasses will be delivered via email or are accessible at www.jcp.com/rewards or at the register at check out. Rewards will be mailed to JCPenney Credit Cardmembers (other than residents of HI) who do not have a valid email address on file with their Program Account. Residents of HI must provide a valid email address to receive rewards and other Program benefits. You will be notified as they are earned. If you use a CashPass to make a purchase that is less than the amount designated on the CashPass, you will forfeit the remainder of that CashPass. CashPasses cannot be credited to any account, redeemed for cash, replaced if merchandise is returned, or applied to prior purchases. Lost, stolen or expired CashPasses are not replaceable. Unless

otherwise expressly stated or pursuant to a particular Program feature, Program membership, points, CashPasses and offers are not transferable. CashPasses are void where prohibited by law.

Other Program Benefits

a. Birthday CashPass Reward

A birthday CashPass Reward will be sent via email, or at JCPenney's sole option via U.S. mail, to eligible Members. To be eligible for the offer, Members must: (a) be residents of the 50 states of the United States and Puerto Rico, and have a birthday date on file with their Program or credit account, (b) if not a JCPenney Credit Cardmember, have earned Points within the last 12 months, (c) if a JCPenney Credit Cardmember, have made at least one purchase with their JCPenney Credit Card (includes JCPenney Mastercard) within the last 12 months, and (d) have a JCPenney Credit Card account and/or Program account that is in good standing at the time the birthday offer is issued. Also, Members who reside in HI must have a valid email address on file with their Program account to receive the birthday offer. One CashPass per account.

b. Welcome CashPass Reward

A \$10 JCPenney CashPass Reward (equivalent to 200 points) will be awarded upon enrollment in the JCPenney Rewards program with a valid email address. Enrollment CashPass may be delivered into the customer's Reward Program account or via email at the sole discretion of JCPenney. One CashPass per account/email address. Email address subject to validation.

Additional features and benefits may be included in the Program, either for a limited time or on a consistent basis. For instance, members may receive offers from time to time. Offers may include, but are not limited to, percent-off or dollar-off coupons. Offers may vary depending on whether you use a JCPenney Credit Card or by the status of your JCPenney Credit Card. Offers may require a valid email address be on file with your Program account. Additional features and benefits, including offers, may include additional details, exclusions and terms. Please refer to www.jcp.com/rewards for more information about Program features and benefits.

By providing an email address and participating in the Program, you agree to receive operational communications about the Program and promotional email offers and updates from JCPenney Rewards, JCPenney and its affiliates and licensees. Members may unsubscribe from JCPenney and JCPenney Rewards promotional emails at any time via the unsubscribe link in those emails. JCPenney reserves the right to amend or modify the Program or any of its terms, features or benefits at any time and in any way without notice (including, without limitation, the number of points or rewards earned for each dollar in purchases, the number of points that can be earned per transaction, the type and amount of any reward, and the type and amount of other Program features or benefits at any time without notice. Abuse of the Program, as determined by JCPenney in its sole judgment, may result in a Member being disqualified from participation in the Program, including forfeiture of unused CashPass Points or issued, but unused rewards, to the extent permitted by applicable law. The Program is sponsored and administered by JCPenney. Cardmember benefits are subject to change or cancellation at any time without notice.

[See the Privacy Policy on the following page.]

PRIVACY POLICY

Rev. 3/17

FACTS	WHAT DOES SYNCHRONY BANK DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> ▪ Social Security number and income ▪ Account balances and payment history ▪ Credit history and credit scores 	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Synchrony Bank chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does Synchrony Bank share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes*
To limit our sharing	<ul style="list-style-type: none"> ▪ Call 1-866-635-6417 for JCPenney Mastercard® Credit Card ; Call 1-877-969-1233 for JCPenney Credit Card —our menu will prompt you through your choice(s) <p>Please note:</p> <p>If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice, or earlier if you consent or for types of information for which you do not have the right to limit our sharing. When you are no longer our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>	
Questions?	Call 1-866-227-5213 for JCPenney Mastercard® Credit Card Call 1-800-542-0800 (Puerto Rico, U.S. Virgin Islands or Guam residents call 1-800-981-8400) for JCPenney Credit Card	

What we do	
How does Synchrony Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Synchrony Bank collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ▪ open an account or give us your contact information ▪ provide account information or pay your bills ▪ use your credit card <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ▪ sharing for affiliates' everyday business purposes—information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ <i>Our affiliates include financial companies, such as Synchrony Financial and its subsidiaries, including Retail Finance Credit Services, LLC and CareCredit LLC.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ <i>Nonaffiliates we share with can include the retailer named on your account and direct marketing companies.</i>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ▪ <i>Our joint marketing partners include insurance companies.</i>
Other important information	
<p>If your account has a California or Vermont billing address, you are automatically treated as if you have chosen to limit our sharing of information with affiliates and nonaffiliates. If your account has a California billing address, we will not share information for joint marketing purposes with other financial companies. If your account no longer has a California or Vermont address, these special rules will stop applying and you will need to notify us if you want to exercise your right to restrict our sharing of information with affiliates or nonaffiliates.</p>	

*Please keep in mind that we share information about you with JCPenney and its affiliates and licensees (the "JCPenney family") for use in connection with the JCPenney Mastercard® Credit Card or JCPenney Credit Card program and as otherwise permitted by law. They may use this information to create and update their records, to provide you with notices of special promotions and other tailored offerings, to answer questions about your account and perform other JCPenney Mastercard® Credit Card or JCPenney Credit Card program functions or for other purposes permitted by law. If you choose to limit our sharing of information with nonaffiliates, your choice will not prohibit us from sharing your information with the JCPenney family.

The above notice applies only to consumer JCPenney Mastercard® Credit Card or JCPenney Credit Card accounts with Synchrony Bank and does not apply to any other accounts you have with us. It replaces our previous privacy notice disclosures to you. We can change our privacy policy at any time and will let you know if we do if/as required by applicable law.

For helpful information about identity theft, visit the Federal Trade Commission's (FTC) consumer website at <https://www.identitytheft.gov/>.