

SYNCHRONY BANK
RATES AND FEES TABLE
PAYPAL EXTRAS MASTERCARD® ACCOUNT

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	19.99% for Account Type 1 or 23.99% for Account Type 2 or 26.99% for Account Type 3 when you open your account, based on your creditworthiness and other factors. After that, your APR will vary with the market based on the Prime Rate.
APR for Cash Advances	26.99% This APR will vary with the market based on the Prime Rate.
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.
Minimum Interest Charge	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.

Fees	
Transaction Fees <ul style="list-style-type: none"> • Cash Advance • Foreign Transaction 	Either \$10 or 5% of the amount of each cash advance, whichever is greater. 3% of each transaction.
Penalty Fees <ul style="list-style-type: none"> • Late Payment • Returned Payment 	Up to \$40 . \$29

How We Will Calculate Your Balance: We use a method called “daily balance.”

Important note about PayPal Extras Mastercard rates: Rates will be determined after application review and disclosed to you before purchases or charges on the account are permitted. A limited number of applicants are expected to receive Account Type 1.

The information about the costs of the card described above is accurate as of May 20, 2021. This information may have changed after that date. To find out what may have changed, write to us at P.O. Box 965004, Orlando, FL 32896-5004. 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.

Subject to credit approval. You must be at least 18 years old and reside in the U.S. or its territories to apply.

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 report agency.

OHIO RESIDENTS: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy 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 965004, Orlando, FL 32896-5004.**

CONSENT TO ELECTRONIC COMMUNICATIONS

By (i) submitting an application online or (ii) registering for online or mobile services for your Account, you hereby agree to the following and this will constitute your consent for us to send you electronic communications about your Account. When you successfully consent through the online or mobile site, you have successfully demonstrated that you are able to access information we have posted on such online or mobile site.

Categories of Communications. You consent to receive communications relating to your Account in electronic form. The communications covered by your consent may include, but are not limited to, (i) the initial disclosure statement or agreement governing your Account, (ii) any disclosure required by federal, state or local law, including disclosures under the federal Truth in Lending Act, the federal Fair Credit Reporting Act, the federal Equal Credit Opportunity Act and the financial privacy provisions of the Gramm-Leach-Bliley Act, (iii) your billing statement, if you have signed up to receive electronic statements, (iv) letters, notices or alerts regarding your Account and any changes to your Account, (v) other disclosures, notices or communications in connection with the application for, the opening of, maintenance of or collection of your Account, and (vi) the debt cancellation agreement and other information relating to optional debt cancellation products you may select to purchase. These electronic communications may include your name and some information about your Account, including your balance or the due date; however, we will not include your full account number or social security number. Electronic communications may be reviewed by any party with access to your Account, the e-mail account you have provided to us for delivering these communications, or the hardware or software you use to view your Account information or your e-mail account.

How to Withdraw Your Consent. You may not apply online for an Account and you may not register your Account for online services (including electronic statements or mobile alerts), unless you also provide your consent to receive electronic communications. If you have registered for online services (such as electronic statements or mobile alerts) and you wish to withdraw your consent to receive future electronic communications, you must un-enroll from each service you have elected to receive to completely withdraw your consent to receive electronic communications. Additionally, you may call customer service at the number on your credit card or billing statement to withdraw your consent.

We will not impose any fee to process the withdrawal of your consent to electronic communications. However, you will not be able to receive your billing statements electronically if you do not consent to receive electronic communications or withdraw your consent. Any withdrawal of your consent to electronic communications will be effective only after we have a reasonable period of time to process your withdrawal request.

How to Update Your Records. You agree to promptly update your e-mail address if a change occurs by updating your information through paypal.com or the website listed on your billing statement or by calling customer service.

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

- For personal computers:
 - o Access to the Internet via dial-up, DSL, cable modem, wireless access protocol or equivalent
 - o SSL-enabled web browser that supports JavaScript
 - o 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
- For mobile devices (phones, tablets, eReaders, or other mobile devices with Internet browsing capabilities):
 - o Access to the Internet via dial-up, DSL, cable modem, wireless access protocol or equivalent
 - o SSL-enabled web browser that supports HTML 5, JavaScript, and CSS3
 - o 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

Paper Copies of Communications. Upon your request we will provide you with a paper copy of a communication that we provide you electronically. If you would like a paper copy of any material (other than your debt cancellation agreement), please write to us at: Synchrony Bank, P.O. Box 965004, Orlando, FL 32896-5004 or call us at the phone number listed on the back of your credit card or on your billing statement. If you would like a copy of your debt cancellation agreement, please write to us at: Card Security, P.O. Box 39, Roswell, GA 30077-0039. There will be no charge for a paper copy of any material we have sent you electronically.

Communications in Writing. All communications in either electronic or paper format from us to you will be considered "in writing." You should print or download a copy of this consent, the Account agreement, the debt cancellation agreement (if elected) and any other electronic communication that is important to you for your records.

Electronic Signatures. You acknowledge that by clicking on the "Submit" or similar button, you are indicating your intent to sign up for electronic communications and that this shall constitute your signature.

Federal Law. You acknowledge and agree that your consent is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business and communicate with you by electronic means.

IMPORTANT TERMS FOR ELECTRONIC STATEMENTS

In addition to the above, if you have elected to receive electronic statements, the following information applies:

1. **Statement Inserts.** Any inserts that would be included with a statement sent by U.S. mail may also be sent to you electronically. If an insert contains legally required material, to ensure that you receive the necessary material, we may send you a paper copy of your statement in addition to making the statement available to you electronically. Any legally required insert that would not be available electronically will be sent to you by U.S. mail.
2. **Payment Information.** When you elect to stop paper statements, you must still pay at least your Minimum Payment and have it received by us by 5 p.m. (ET) on the Payment Due Date. You can do this through an electronic bill pay service (whether through this website or using a third party servicer or bank) or by mailing your payment to us at the address shown on the electronic statement. In any event, the payment must be received by us by 5 p.m. (EST). Please note, if you do not pay us electronically, the crediting of your payment may be delayed by up to five days after receipt.
3. **Returned E-mails.** If e-mails advising you of the availability of statements are returned to us, we may cancel your enrollment for electronic statements and resume sending you paper statements in the mail. If this happens, you will need to re-enroll to receive electronic statements with updated information.
4. **SPAM Filters.** We will make every effort to ensure our e-mail notifications are properly listed with all SPAM filter agencies. However, you are responsible for ensuring that any SPAM filters recognize e-mail originating from us. If you fail to receive e-mail notifications from us after enrolling for electronic statements, please check with the provider of your e-mail account and/or the SPAM filter associated with your e-mail account.
5. **Account Delinquency.** We reserve the right, at any time and without notice, to stop providing you with electronic statements and provide you with paper statements, if your account is not maintained in good standing.
6. **Cancellation.** We reserve the right, at any time, to stop providing you electronic statements and provide you with paper statements. If we do so, we will provide you with prior notice, except in the case of account delinquency. Reasons for cancellation include, but are not limited to, not viewing your last three electronic statements.

Definitions used in this consent:

- “You” and “your” mean the primary applicant or accountholder;
- “We,” “us” and “our” mean Synchrony Bank;
- “Account” means your PayPal Extras Mastercard credit card account; and
- “Billing Statement” means the billing statement for your 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 PAYPAL EXTRAS MASTERCARD® ACCOUNT AGREEMENT

SECTION II: RATES, FEES AND PAYMENT INFORMATION PAYPAL EXTRAS MASTERCARD® 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 purchases and cash advances. 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.

For Account Type 1:

The APR for purchases is the prime rate plus 16.74%. As of March 1, 2021, the daily rate for purchases was .05477% (APR 19.99%).

The APR for cash advances is the prime rate plus 23.74%. As of March 1, 2021, the daily rate for cash advances was .07395% (APR 26.99%).

For Account Type 2:

The APR for purchases is the prime rate plus 20.74%. As of March 1, 2021, the daily rate for purchases was .06573% (APR 23.99%).

The APR for cash advances is the prime rate plus 23.74%. As of March 1, 2021, the daily rate for cash advances was .07395% (APR 26.99%).

For Account Type 3:

The APR for purchases is the prime rate plus 23.74%. As of March 1, 2021, the daily rate for purchases was .07395% (APR 26.99%).

The APR for cash advances is the prime rate plus 23.74%. As of March 1, 2021, the daily rate for cash advances was .07395% (APR 26.99%).

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. 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.

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 purchases if: <ol 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: <ol 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>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>
How We Calculate Interest	<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"> 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. We apply fees to balance types as follows: <ol style="list-style-type: none"> (a) late payment fees or returned payment fees are treated as new purchases; (b) debt cancellation fees are added proportionately to each balance; (c) cash advance fees are added to the cash advance balance; and (d) foreign transaction fees are added to the purchase balance. 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>

How Fees Work	
Cash Advance Fee	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.
Foreign Transaction Fee	<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>
Late Payment Fee	<p>We will charge this fee if we do not receive the total minimum payment due on your account by 5 p.m. (ET) on the due date. This fee is equal to:</p> <ol style="list-style-type: none"> 1. \$29, if you have paid your total minimum payment due by the due date in each of the prior six billing cycles. <p>OR</p> <ol style="list-style-type: none"> 2. \$40, 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>
Returned Payment Fee	We will charge this fee 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 \$29. The returned payment fee will not be more than the amount permitted by applicable law.

Minimum Payment Calculation

Your total minimum payment is calculated as follows.

The greater of:

1. \$29, or \$40 (which includes any past due amounts) if you have failed to pay the total minimum payment due by the due date in any one or more of the prior six billing cycles.
OR
2. The sum of:
 - a. Any past due amounts; PLUS
 - b. 1% of your new balance shown on your billing statement (excluding any balance in connection with a special promotional purchase with a unique payment calculation); PLUS
 - c. Any late payment fees charged in the current billing cycle; PLUS
 - d. All interest charged in the current billing cycle; PLUS
 - e. Any payment due in connection with a special promotional purchase with a unique payment calculation.

We round up to the next highest whole dollar in figuring your total minimum payment. Your total minimum payment will never be more than your new balance.

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 promotion. 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 special promotions that may be offered:

• 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 Purchase APR that applies to your account when the promotional purchase is made.
• No Interest if Paid in Full Within 12 Months	At the time your account is opened, this is the variable Purchase APR applicable to your account. Please see the Rates and Fees Table in your Agreement for your Purchase APR.
• No Interest if Paid in Full Within 18 Months	Your Purchase APR will vary with the market based on the prime rate.

When you make a qualifying purchase under one of these promotions, no interest will be assessed on the purchase if you pay the following (the "promotional balance") in full within the applicable promotional period: (1) the promotional purchase amount, and (2) any related optional credit insurance/debt cancellation charges. If you do not, interest will be assessed on the promotional balance 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 promotion advertising or other disclosures provided to you for the full terms of any special promotion offered.

SECTION III: STANDARD PROVISIONS PAYPAL EXTRAS MASTERCARD® 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 promotion. 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 PayPal Extras Mastercard to fund your PayPal Account ("PayPal Account") that you have established with PayPal, Inc. for payments for goods and services purchased by you with your PayPal Account and for purchase of goods or services from any merchant 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.

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, foreign currency or other in-bank transactions, tax payments, lottery tickets or other legalized gambling transactions, court costs, bail bonds and fines.

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 any type 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 5 p.m. (ET) on the due date of each billing cycle. Payments received after 5 p.m. (ET) 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 will 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 gave us and PayPal, Inc. information about yourself that we could share with each other. PayPal, Inc. will use the information in connection with the credit program and for things like creating and updating its records and offering you special benefits. More information about how we use and share information is set forth in the privacy policy for your account.

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, 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.

Consent to Electronic Disclosures. When you applied for this Account, you agreed to receive Electronic Communications from us regarding your Account, which may include disclosures required by applicable federal or state law (collectively, "Communications"). These Communications include the Agreement, Statements and Privacy Policy, disclosures relating to any optional debt cancellation product you elect to purchase, including, without limitation, any Truth in Lending Act disclosures and other federal and state law disclosures, notices and communications in connection with the application for, the opening of, maintenance or collection of an Account. Communications may be sent to your email address. Communications may include your name and some information about your Account, including your balance or the due date for your payment. Electronic Communications may be disclosed to any party with access to your Account or email account or hardware or software used to view your Account or email account. At our option, we may provide you with paper Communications, such as paper Statements. In addition, if we provide you with paper Statements, we may switch to providing you with electronic Statements instead upon notice to you, unless you have withdrawn your consent to receive Electronic Communications as set forth below. You may withdraw your consent to receive Electronic Communications and elect to receive paper Communications by writing to P.O. Box 965004, Orlando, FL 32896-5004. However, if you do so, we may close your Account to future Purchases and Cash Advances and you will be required to pay off any balances under the terms that apply to your Account at the time you withdraw your consent.

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 965005, Orlando, FL 32896-5005. 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 1-866-300-6432. 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.

PayPal Account. You are not required to apply and/or have a PayPal Extras Mastercard in order to have a PayPal Account, but you must have a PayPal Account in good standing in order to apply for a PayPal Extras Mastercard. If you are in default under this Agreement, then your PayPal Account may be suspended or canceled at PayPal, Inc.'s sole discretion. Without a PayPal Account in good standing to which your Card is linked, you will not be able to (1) use the Card to make purchases through PayPal; (2) earn rewards on PayPal purchases; (3) redeem rewards online; or (4) take advantage of online account management, including to make payments online or receive online statements. You will only be able to redeem rewards in the form of a statement credit by calling the number on the back of your Card.

Assignment of Rights in Certain Funds Held By PayPal. If you obtain a credit from us for any Purchase used to fund your PayPal Account, you agree that effective as of the time when such credit is issued, you will be deemed to have transferred to us any of your rights or interests in any funds held by PayPal for your benefit or otherwise, that resulted, directly or indirectly, from such Purchase.

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 WILL BE SUBJECT TO INDIVIDUAL ARBITRATION. 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.

- 1. CLAIMS AND PARTIES.** If either you or we make a demand for arbitration, you and we must arbitrate any dispute or claim between you (including any other user of your account), and us (including our parents, affiliates, agents, employees, officers, and assignees) that directly or indirectly arises from or relates to your account, your account Agreement or our relationship, except as noted below. In addition, PayPal, Inc. and/or any assignee, agent, or service provider of ours that collects amounts due on your account are intended beneficiaries of this Arbitration section and may enforce it in full (notwithstanding any state law to the contrary).
- This Arbitration section broadly covers claims based upon contract, tort, consumer rights, fraud and other intentional torts, negligence, constitution, statute, regulation, ordinance, common law and equity and claims for money damages and injunctive or declaratory relief, even if they arose before this section took effect. You may not sell, assign or transfer a claim.
- Examples of claims subject to arbitration are disputes about an account transaction, fees, charges or interest, the events leading up to the Agreement (such as any disclosures, advertisements, promotions or oral or written statements, warranties or representations made by us), an application for or denial of credit, any product or service provided by us or third parties in connection with the Agreement, credit reporting, benefit programs related to your account including any reward program, the collection of amounts due by our assignees, service providers, or agents and the manner of collection.
- However, we will not require you to arbitrate any individual case in small claims court or your state's equivalent court, so long as it remains an individual case in that court. Also, even if all parties have opted to litigate a claim in court, you or we may elect arbitration with respect to any claim made by a new party or any claim later asserted by a party in any related or unrelated lawsuit, including modifying an individual claim to assert a class, representative or multi-party claim. Arbitration may be requested at any time, even where there is a pending lawsuit, unless a trial has begun, or a final judgment entered.
- Only a court will decide disputes about the validity, enforceability, coverage or scope of this Arbitration section or any part thereof. However, any dispute that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator to decide.
- 6. NO CLASS ACTIONS.** IF EITHER YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT (A) TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER, OR (B) TO JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OF ANY OTHER PERSONS EXCEPT ACCOUNTHOLDERS ON YOUR ACCOUNT. THUS, YOU MAY NOT BRING CLAIMS AGAINST US 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.
- 7. PROCEDURES.** The party who wants to arbitrate must notify the other party in writing. This notice can be given after the beginning of a lawsuit or in papers filed in the lawsuit. Otherwise, your notice must be sent to Synchrony Bank, Legal Operation, P.O. Box 29110, Shawnee Mission, KS 66201-5320, ATTN: ARBITRATION DEMAND. The party seeking arbitration must select either the American Arbitration Association (AAA), 120 Broadway, Floor 21, New York, NY 10271, www.adr.org, or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com, to administer the arbitration. If neither administrator can handle the dispute, a court with jurisdiction will appoint an arbitrator.
- 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. The arbitrator must apply the same law, consistent with the Federal Arbitration Act (FAA), that would apply to an individual action in court, but may use different procedural rules. The arbitrator will apply the same statutes of limitation and privileges that a court would apply if the matter were pending in court.
- The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). The parties will bear the fees and costs of their attorneys, witnesses and experts. However, the arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by the Agreement, the administrator's rules or applicable law.
- The arbitration will take place by phone or at a location reasonably convenient to you. If you ask, we will pay all the fees the administrator or arbitrator charges if you cannot obtain a waiver of fees from the administrator and are acting in good faith. We will always pay arbitration costs required by the administrator's rules or that are necessary for this Arbitration section to be enforced.

11. **GOVERNING LAW.** This Arbitration section is governed by the FAA. Utah law shall apply to the extent state law is relevant under the FAA, unless otherwise stated herein. The arbitrator's award 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. The arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award.
12. **SURVIVAL.** This Arbitration section shall survive the repayment of all amounts owed, the termination, cancellation or suspension of the Agreement or your account or credit privileges, any legal proceeding, and any bankruptcy by you, to the extent consistent with applicable bankruptcy law. If this Arbitration section conflicts with the applicable arbitration rules or the other provisions of the Agreement, this Arbitration section shall govern.
13. **SEVERABILITY.** If any portion of this Arbitration section is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force with the following two exceptions. First, if a determination is made that the "No Class Actions" provision is unenforceable, and that determination is not reversed on appeal, then this Arbitration section shall be void in its entirety. Second, if a court determines that a public injunctive relief claim may proceed notwithstanding the "No Class Actions" provision, and that determination is not reversed on appeal, then the public injunctive relief claim will be decided by a court, and any individual claims will be arbitrated. The parties will ask the court to stay the public injunctive relief claim until the other claims have been finally concluded.
14. **HOW TO REJECT ARBITRATION.** You may reject this Arbitration section. If you do that, a court will resolve any dispute or claim. To reject this section, send us a notice within 45 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, account number, and personal signature, and must be mailed to Synchrony Bank, P.O. Box 965012, Orlando, FL 32896-5012. This is the only way you can reject this section. Rejecting this Arbitration section will not affect any other provision of the Agreement. It will also not affect any prior arbitration agreement or dispute resolution provision between you and us, which will remain in full force and effect. If you don't reject this Arbitration section, it will be effective as of the date of the Agreement and will supersede any prior arbitration agreement between you and us that would otherwise be applicable.

SECTION IV: OTHER IMPORTANT INFORMATION

PAYPAL EXTRAS MASTERCARD® 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 965004, Orlando, FL 32896-5004.**

PUERTO RICO RESIDENTS: You may request a copy of this Agreement in Spanish.

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 965003
Orlando, FL 32896-5003

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 965003
Orlando, FL 32896-5003

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.

SYNCHRONY BANK PAYPAL EXTRAS MASTERCARD® REWARDS LOYALTY PROGRAM

These are the terms and conditions for the PayPal Extras Mastercard Loyalty Program. By participating in the PayPal Extras Mastercard Loyalty Program, you hereby agree to be bound by these terms.

1. **DEFINITIONS.** As used herein, the following terms will have the following meanings:

“Account” means the PayPal Extras Mastercard® account.

“Card” means the PayPal Extras Mastercard.

“Cardholder” means the person to whom the Card was issued.

“Reward Point” means the point you earn for each different purchase. The Reward Point accumulation will vary based on the Merchant category.

“PayPal Cash Rewards” means the PayPal Extras Mastercard cash reward that you can transfer to your PayPal account.

“Bank” means Synchrony Bank.

“Program” means the PayPal Extras Mastercard® Loyalty Program.

“Purchase” means a purchase of merchandise or services for personal, family or household use using the Account. Purchase does not include any other type of Account transaction, including cash advances and convenience checks. Purchases made for other than personal, family or household use are not eligible to accrue Reward Points.

2. **ELIGIBILITY.** In order to receive the benefits of the Program, you must do the following two things as set forth in these Program terms:

- (i) Make Purchases with your Card, accumulating the necessary level of Reward Points; and
- (ii) Redeem the Reward Points accumulated.

Unless and until you complete the above steps, no right, title or interest in the Reward Points has been earned by you. The Program is provided by Bank and is restricted to individuals who maintain an Account. If your right to use the Account is suspended for any reason or your Account is terminated for any reason, your participation in the Program will be terminated. Bank will not compensate you for unredeemed Reward Points in the event your Program participation is suspended or terminated.

3. **REWARD POINTS ACCUMULATION.** Cardholders will accumulate Reward Points based on net Purchases on the Cardholder's Account. Returns and other purchase credits and adjustments will result in a debit to your Reward Points balance. Reward Points will accumulate as follows:

- You will accumulate 3 Reward Points for every dollar in net Purchases at a merchant's location that have merchant category codes selected by Bank that are customarily used for gas stations or restaurants (a "Qualifying Merchant Category Code"). A merchant category code is a four digit classification code that is assigned to a merchant by the merchant's payment card network or merchant processor based on the predominant business activity of the merchant. A Purchase made within the department or section of a larger merchant that is not a stand-alone gas station or restaurant will not have a Qualifying Merchant Category Code. Bank does not assign, and does not have any responsibility for the assignment of, merchant category codes and does not evaluate whether or not a Qualifying Merchant Category Code should be assigned to a particular merchant. Bank reserves the right to determine which merchant category codes are Qualifying Merchant Category Codes. Purchases at eBay or any PayPal merchants made through your PayPal account do not qualify for 3 Reward Points.
- You will accumulate 2 Reward Points for every dollar of net Purchases when making a Purchase at PayPal, eBay or any PayPal merchant through your PayPal account. You must be signed into your PayPal account.
- You will accumulate 1 Reward Point for every other dollar of net Purchases.

The amount of Reward Points accumulated is calculated each day. For the purpose of calculating accumulated Reward Points, the daily purchase total is rounded down to the previous whole dollar. A Cardholder is not eligible to accumulate Reward Points if any minimum payment on the Cardholder's Account is not paid when due. After any past due amounts on the Cardholder's Account are paid, the Cardholder will once again be eligible to accumulate Reward Points. Reward Points are not available for redemption and will not be credited to you until the next billing period for your Account after the Purchase is made. In some circumstances we may delay crediting Reward Points to your Program account and/or making Reward Points available for redemption.

4. **LOSS OF REWARD POINTS.** A Cardholder will forfeit all accrued Reward Points in any of the following circumstances: (i) if two or more consecutive minimum payments on the Cardholder's Account are not paid when due; (ii) if the Cardholder's Account is closed for any reason (other than as a result of a lost or stolen card, in which case all accrued Reward Points will be applied to the replacement card); or (iii) if Cardholder does not make a Purchase for 24 consecutive months. In addition, accrued Reward Points that are not redeemed will be forfeited 24 months (2 years) after they were first accrued.

5. **REDEMPTION OF REWARD POINTS.** Only the primary Cardholder may redeem Reward Points. Multiple participants may not combine Reward Points for redemption purposes. Reward Points do not constitute property of the Cardholder. Except as expressly permitted by Bank in writing, Reward Points and awards are not transferable or assignable under any circumstances, including (i) upon death, (ii) as part of a domestic relations matter, or (iii) otherwise by operation of law. For redemption if you have a valid PayPal Extras Mastercard account linked to an open PayPal account, you may visit the PayPal Extras Reward Redemption Servicing site. You can get to the Service Site by logging in to your PayPal account and accessing your PayPal Extras Mastercard. For redemption, if you do not have an open PayPal account or if your PayPal account is not linked to your PayPal Extras Mastercard Account, or if you have any questions, call toll-free at 1-866-300-6432 between the hours of 8:00 a.m. and 8:00 p.m. (CT), Monday through Saturday. All air travel, hotel, car and vacation awards will be booked through Loyalty Travel Services using their reservation system. All redemptions are final. Reward Points credits will not be issued for any cancelled travel arrangements or returned certificates or gift cards. You may not redeem any Reward Points when your Account or Program participation is in a suspended or terminated status.

REDEMPTION OF PAYPAL CASH REWARDS. Once you have transferred PayPal Cash Rewards to your PayPal account, the availability to use PayPal Cash Rewards will depend upon whether or not you have a PayPal Cash or PayPal Cash Plus account. If you have a PayPal Cash or PayPal Cash Plus account, PayPal Cash Rewards will then be available for use by you for making payments and purchases and sending money like any other PayPal balance, subject to the terms and conditions of your PayPal Cash or PayPal Cash Plus account. If you do not have a PayPal Cash or PayPal Cash Plus account, your only option will be to transfer your PayPal Cash Rewards to your bank account or debit card linked to your PayPal account.

6. **AWARDS.** The awards and restrictions are set forth below. The amount of Reward Points required to redeem a particular award may be obtained by calling toll-free at 1-866-300-6432 between the hours of 8:00 a.m. and 8:00 p.m. (CT), Monday through Saturday. If you have a valid PayPal Extras Mastercard account linked to an open PayPal account, you may visit the PayPal Extras Reward Redemption Servicing site. You can get to the Service site by logging in to your PayPal account and accessing your PayPal Extras Mastercard. All air travel, hotel, car and vacation awards will be booked through Loyalty Travel Services using their reservation system. All redemptions are final. Reward Points credits will not be issued for any cancelled travel arrangements or returned certificates or gift cards. You may not redeem any Reward Points when your Account or Program participation is in a suspended or terminated status.

AWARD	DESCRIPTION
PayPal Cash Rewards	Cardholders may redeem 6,000 Reward Points for \$50 cash transferred to the Cardholder's PayPal account.
Air Travel	Cardholders may redeem Reward Points for a scheduled airline ticket.
Hotel Awards	Cardholders may redeem Reward Points for a hotel stay award at select hotels.
Car Rental	Cardholders may redeem Reward Points for a car rental award from select merchants.
Gift Cards and Merchandise	Cardholders may redeem Reward Points for merchandise, gift certificates and/or gift cards from select merchants.
Vacation Awards	Cardholders may redeem Reward Points for air inclusive, land only or cruise only packages.

7. **RESTRICTIONS ON AWARDS.**

PayPal Cash Rewards. Cardholders may request to redeem 6,000 Reward Points for \$50 to be transferred to the Cardholder's PayPal account. No partial PayPal Cash Rewards will be issued upon redemption of Reward Points. Once Reward Points are redeemed as a PayPal Cash Reward, they cannot be exchanged back for Reward Points.

Air Travel. All air travel awards must be booked at least twenty-one (21) days in advance of travel. Air travel may require a Saturday night stay. Interim stopovers of more than 4 hours are not allowed. Travel must be completed within thirty (30) days of original departure. There is no limitation on connections. Tickets may be purchased in any name designated by Cardholder but will be mailed to Cardholder's billing address. Tickets for airline award seats are subject to availability and any terms or conditions imposed by the airline. For round trip ticket awards, all tickets must originate from and return to the same airport. No circle trips, open jaw tickets, or co-terminal bookings are permitted. Passenger facility charges may apply and are the responsibility of the Cardholder. Tickets will be non-refundable and non-changeable coach class tickets. Any International entry or departure taxes and/or all fees and any fees for paper tickets are at Cardholder's expense. Awards may be subject to local taxes and fees, which are at Cardholder's expense. Additional costs, such as rush charges and/or traceable overnight delivery of awards, are at Cardholder's expense.

Hotel Awards. Certain blackout dates and other restrictions may apply. Awards must be requested at least twenty-one (21) days in advance of travel. Awards may be subject to local taxes and fees, which are at Cardholder's expense. Additional costs, such as rush charges and/or traceable overnight delivery of awards, are at Cardholder's expense. Awards are subject to any terms or conditions imposed by the hotel.

Car Rental. Standard age, driver, credit rental requirements and other restrictions imposed by the car rental company apply. All taxes, fees, surcharges and optional items are the responsibility of the award holder. Additional terms and conditions may apply and are specified on the award certificate. Certain blackout dates may apply to car rental awards. Awards must be requested at least twenty-one (21) days in advance of travel. Additional costs, such as rush charges and/or traceable overnight delivery of awards, are at Cardholder's expense.

Merchandise and Gift Certificates. Cardholders may redeem Reward Points for merchandise and/or gift certificates from select merchants. All sales/use taxes, shipping and handling charges are the responsibility of the Cardholder and will apply in accordance with the merchant's policies in effect at the time of redemption. Purchases in excess of the amount of the gift certificate are at the Cardholder's expense. Additional terms and conditions are specified on the certificates. Additional costs, such as rush charges and/or traceable overnight delivery of awards, are at Cardholder's expense. Merchandise returns will only be accepted if the merchandise arrives damaged or defective. Lost, stolen, destroyed or expired gift certificates are not replaceable. Gift certificate use is subject to the terms and conditions printed thereon. Gift certificates for services (including but not limited to experiential and entertainment certificates) are subject to the terms and conditions of the vendor providing the services. Gift certificates are also subject to any other restrictions imposed by the merchant.

Vacation Awards. Cardholders may redeem Reward Points toward air inclusive, land only or cruise only packages. Full deposit must be made by the Cardholder unless 100% of the package is covered by redemption of Reward Points. Overages are the responsibility of the Cardholder and must be charged to their Account. Awards may be subject to local taxes and fees, which are at Cardholder's expense. Additional costs, such as rush charges and/or traceable overnight delivery of awards, are at Cardholder's expense. Vacation awards are also subject to any restrictions imposed by the travel provider.

8. **ADMINISTRATIVE SERVICES.** Administrative services are provided by Travel and Transport, which assumes all liability and responsibility for the provision of, or failure to provide, its respective services. Travel and Transport is an independent contractor and is not affiliated with Bank, eBay, or PayPal. Bank may change the provider of administrative services at any time.
9. **PROGRAM TERMS.** Participation in the Program is subject to these Terms. Any failure to follow these Terms, any abuse of Program privileges, or any misrepresentation of any information furnished to Bank or its affiliates by you or anyone acting on your behalf, may result in the termination of your eligibility in the Program and the cancellation and forfeiture of accrued Reward Points, awards, or Program benefits. Bank has the right to terminate, change or temporarily suspend the Program or these Terms, or awards at any time with or without notice, including the right to expire or eliminate any accrued Reward Points. This means that the accumulation of Reward Points does not entitle you to any vested rights with respect to such Reward Points, awards or Program benefits. In accumulating Reward Points, you may not rely on the continued availability of any award or award level, and you may not be able to obtain all offered awards. Any award may be withdrawn or subject to increased Reward Points requirements or new restrictions at any time. Bank may, among other things, (i) withdraw, limit, modify, or cancel any award or (ii) change Program benefits, Reward Points expiration periods, Reward Points levels needed for an award, travel providers, vendors or other suppliers, conditions of participation, rules for accruing, redeeming, retaining or forfeiting Reward Points, or rules for the use of awards. Bank may make any one or more of these changes (or any other changes to the Program) at any time even though such changes may affect the perceived value of or your ability to use the Reward Points you already have accumulated or result in the forfeiture of accumulated Reward Points. You are not permitted to make any changes to the format, elements or terms of the Program. You acknowledge that the Program is a promotional program and that the Program and Reward Points are provided to you without the payment of anything of value by you.
10. **NO LIABILITY FOR SUPPLIERS.** If you elect to participate in the Program, you acknowledge that Bank, eBay and PayPal provide no guarantee of the services rendered by travel providers, vendors, or other suppliers from which awards are provided under this Program. You further acknowledge that Bank, eBay and PayPal have no liability for the actions performed by the travel providers, vendors, or other suppliers under this Program, including any withdrawal from the Program by travel providers, vendors, or other suppliers or for any award cancellation caused by such withdrawals. No warranty other than any applicable manufacturer's warranty applies to merchandise awards offered. Bank, eBay and PayPal make no warranty, representation or promise not expressly set forth in these terms and conditions.
11. **MISCELLANEOUS CONDITIONS.** The Program and the benefits under the Program are offered at the sole discretion of Bank. The Program, including these terms and conditions, will be subject to the Governing Law and Arbitration Provisions of the agreement governing your Account. You consent and authorize Bank and any of its subsidiaries and affiliates or any non-affiliated third parties with whom they contract in order to manage the Program to share information about you, and the Program with PayPal and, as necessary, to effect, administer, enforce, service, or fulfill the terms of the Program. You will have sole responsibility for any federal, state, or local tax liability, as may be applicable, arising out of the accrual of Reward Points or redemption of Reward Points in the Program. Reward Points accrued are not transferable, have no cash value and cannot under any circumstances be redeemed for cash (other than as provided in Section 7 above) or used as payment of obligations to us. Reward Points from separate enrolled Accounts may not be combined into one Account. The Program is void where prohibited by federal, state, or local law. Bank reserves the right, at our sole discretion, to determine merchants and service providers participating in the Program.

PRIVACY POLICY

Rev. 4/17

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 1-866-300-6450 — our menu will prompt you through your choice(s) <p>Please note:</p> <p>If you are a <i>new</i> 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 <i>no longer</i> 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 1-866-300-6432

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/entity 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

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.

*Please keep in mind that, as permitted by federal law, if you choose to limit our sharing of information with nonaffiliates, your choice will not prohibit us from sharing your information with PayPal, Inc. (and its affiliates) in connection with maintaining and servicing the PayPal Extras Mastercard® program(s), including marketing of such program(s).

The above notice applies only to consumer PayPal Extras Mastercard® 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/>.