SYNCHRONY BANK
SECTION I: RATES AND FEES TABLE
BELK REWARDS™ MASTERCARD® ACCOUNT AGREEMENT

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	**34.99%**
APR for Cash Advances	**36.49%**
Penalty APR and When It Applies	**39.99%** 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.
Paying Interest	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. We will begin charging interest on cash advances on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than $1.00.
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	
• Cash Advance	Either **$10** or **5%** of the amount of each cash advance, whichever is greater.
• Foreign Transaction	**3%** of each transaction.
Penalty Fees	
• Late Payment	Up to **$41.**
• Returned Payment	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.

[See Section II on the following pages.]

SECTION II: RATES, FEES AND PAYMENT INFORMATION
BELK REWARDS 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 all transactions. The Annual Percentage Rates (APRs) applicable to your account are provided above in Section I of this Agreement. Your APRs will also be shown on your billing statement. ● The daily rate for purchases is .09587% (APR 34.99%). ● The daily rate for cash advances is .09998% (APR 36.49%). ● The daily rate for Penalty APR is .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.
When We Charge Interest	**Purchases.** We charge interest on your purchases from the date you make the purchase until you pay the purchase in full. See exceptions below. ● We will not charge you interest during a billing cycle on any purchases if: 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 not charge you interest during a billing cycle on Belk Rewards Flex Pay Plan balances if you pay at least: 1. The Belk Rewards Flex Pay Plan Payment; 2. The minimum payment on your regular plan balance; AND 3. Any past due amounts by the due date in that billing cycle. ● We will not charge you interest during a billing cycle on the Table Top/Jewelry Plans if you pay at least: 1. The minimum payment called for under such Plan; 2. All other minimum payments on your account; AND 3. Any past due amounts 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: 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. **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.
How We Calculate Interest	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. 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: a. paper statement fees are treated as new purchases, but are not included in the daily balance; b. late payment fees or returned payment fees are treated as new purchases, but returned payment fees are not included in the daily balance; c. debt cancellation fees are added proportionately to each balance; d. cash advance fees are added to the cash advance balance; and e. 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. We charge a minimum of $1.00 of interest in any billing cycle in which you owe interest. This charge is added proportionately to each balance type.

How Fees Work	
Paper Statement Fee	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.
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	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. 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.
Late Payment Fee	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: 1. $30, if you have paid your total minimum payment due by the due date in each of the prior six billing cycles. OR 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. The late payment fee will not be more than the total minimum payment that was due.
Returned Payment Fee	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: 1. $30, if you have not had a returned payment fee in each of the prior six billing cycles. OR 2. $41, if you have had a returned payment fee in any one or more of the prior six billing cycles. 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 representment.

Minimum Payment Calculation

Your total minimum payment is calculated as follows.

The greater of:

1. $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. If you have both a regular balance and a Belk Rewards Flex Pay Plan balance on your account, this amount will be allocated proportionately to each balance.
   OR
2. The sum of the following amounts on each of your regular balance and your Belk Rewards Flex Pay Plan balance:
   a. 1% of your new balance (excluding any balance associated with a Belk special promotional purchase with a unique payment calculation, such as a Table Top/Jewelry Plans purchase) shown on your billing statement plus interest charged in the current billing cycle on such balance; PLUS
   b. Any past due amounts; PLUS
   c. Any late payment fees charged in the current billing cycle; PLUS
   d. Any payment due in connection with a Belk special promotional purchase with a unique payment calculation, such as a Table Top/Jewelry Plans purchase. For accounts with a Qualifying Purchase(s) on the Table Top/Jewelry Plans, your minimum monthly payment on such Qualifying Purchase will be 1/12 of the highest billed balance of Qualifying Purchases since a Qualifying Purchase was last made on your account, rounded to the next highest dollar. Optional credit insurance/debt cancellation charges and any applicable interest charges on Qualifying Purchases are included in the Qualifying Purchase balance and must be paid each month. Payments required in connection with a special promotional purchase with a unique payment calculation, such as a Table Top/Jewelry Plans purchase, will not be increased, but may be included in the $30 or $41 minimum amount otherwise due on your account.

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.

Belk Rewards Flex Pay Plan Payment. For accounts with the Belk Rewards Flex Pay Plan, on purchases from Belk locations and on belk.com, each month, instead of making the minimum payment as determined above on your Belk Rewards Flex Pay Plan balance (which includes any applicable late payment fees), you may elect to make a Belk Rewards Flex Pay Plan Payment which will initially be the greater of $75 or 1/3 of the initial Belk Rewards Flex Pay Plan balance, rounded to the next highest dollar, unless and until additional purchases are charged on the Belk Rewards Flex Pay Plan. After any new purchases are made on the Belk Rewards Flex Pay Plan, each Belk Rewards Flex Pay Plan Payment will be the greater of $75 or 1/3 of the new Belk Rewards Flex Pay Plan balance after such new purchases are added, rounded to the next highest dollar. In each case, any past due amounts on the Belk Rewards Flex Pay Plan balance will be added to the Belk Rewards Flex Pay Plan Payment. However, the Belk Rewards Flex Pay Plan Payment is the Belk Rewards Flex Pay Plan balance if such balance is less than $75.

SECTION III: STANDARD PROVISIONS
BELK REWARDS 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 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 Belk stores, Belk online locations or other places the account may be used or 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.

There are two types of plan ("Plans") balances that may appear on your account: regular plan balances (which may include Special Payment Plan purchases) and Belk Rewards Flex Pay Plan balances, if the Belk Rewards Flex Pay Plan is added to your account. When the Belk Rewards Flex Pay Plan is added to your account, any future non-promotional purchases made on your account will automatically be included in the Belk Rewards Flex Pay Plan. Any purchases made prior to the Belk Rewards Flex Pay Plan being added to your account will remain in the regular plan balance until paid off. Each month you may elect to pay the Belk Rewards Flex Pay Plan Payment or the Belk Rewards Flex Pay Plan balance or the minimum payment otherwise required. The way we calculate the minimum payment and interest charges is different for each of these Plans. The other terms and conditions in this Agreement will apply to both Plans.

The Table Top Special Payment Plan and Fine Jewelry Special Payment Plan (together the "Table Top/Jewelry Plans") are two Special Payment Plans that you may request be added to your account for Qualifying Purchase as defined herein. Currently, an eligible purchase for Table Top Special Payment Plan is an initial minimum purchase of at least $300.00 of Conns x Belk purchases or guild products (such as china, crystal, silver or table linens) and any subsequent Table Top purchase of $25.00 or more. An eligible purchase for the Fine Jewelry Special Payment Plan is an initial minimum purchase of $500.00 of Fine Jewelry or What Goes Around Comes Around products and any subsequent Fine Jewelry or What Goes Around Comes Around purchase of $150.00 or more. Table Top/Jewelry Plans are available for in-store purchases only. All eligible purchases placed on the Table Top/Jewelry Plans at your request are referred to in this Agreement as "Qualifying Purchases." Although Qualifying Purchases under the Table Top/Jewelry Plans are included in your regular balance, the way we calculate the minimum payment and interest charges is different. The other terms and conditions in this Agreement will apply to the Table Top/Jewelry Plans.

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 , online or at a Belk 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 gave us and Belk, Inc. information about yourself that we could share with each other. Belk, 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 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 71750, Philadelphia, PA 19176-1750. 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 1-855-752-8046. 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 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) THE ABILITY TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS; 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, Belk, 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).
2. This Arbitration section broadly covers claims of all kinds, including without limitation all claims, counterclaims and cross-claims, based upon contract, tort, consumer rights, fraud, other intentional torts, negligence, constitution, statute, regulation, ordinance, common law , equity, whether for money damages, injunctive relief, declaratory relief or any other form of relief, even if they arose before this section took effect. You may not sell, assign or transfer a claim.
3. Non-exclusive 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, fraudulent charges or other unauthorized use of the card, 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.
4. 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, neither you nor we waive the right to elect arbitration with respect to any counterclaim, any cross claim, 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.
5. Only a court will decide disputes about the formation, 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, EXCEPT AS PROVIDED IN SUBSECTION 11 "MASS FILING PROCEDURES" BELOW. 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. **ARBITRATION PROVIDERS AND RULES.** Except as modified by this Agreement or agreed to by the parties, the arbitration shall be administered by the American Arbitration Association (AAA), 120 Broadway, Floor 21, New York, NY 10271, www.adr.org, in accordance with the AAA Consumer Arbitration Rules and the AAA Mass Arbitration Supplementary Rules (the "AAA Rules"), available at https://www.adr.org/ (if AAA is selected as the administrator). If AAA cannot or will not administer the arbitration, it shall be administered by JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com, under the JAMS Comprehensive Arbitration Rules and Procedures and the JAMS Mass Arbitration Procedures and Guidelines, (the "JAMS Rules"), available at https://www.jamsadr.com/, except as modified by this Agreement. If neither administrator can handle the dispute, a court with jurisdiction will appoint an arbitrator. Any demand for arbitration filed must include a certification from the claimant and the claimant's counsel (if any) that the demand complies with Federal Rule of Civil Procedure 11(b)(1)-(4).
8. 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 consider but will not be bound by rulings in other arbitrations where you and we were not both parties.
9. 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 administrator's rules or applicable law.
10. The arbitration will take place by phone, videoconference or in person at a location reasonably convenient to you.
11. **MASS FILING PROCEDURES.**

    A. Before initiating an arbitration that qualifies as a "Mass Arbitration" under the arbitration provider's rules, a party must provide to the other party a Notice of Dispute ("Notice") in writing that sets forth (1) the name, address, email address, phone number, and account number(s) of the claimant, (2) the facts giving rise to the Dispute, (3) the legal basis for the Dispute, and (4) a proposed solution. Your Notice must be sent to Synchrony Bank, Legal Operation, 777 Long Ridge Rd., Ste 2, Stamford, CT 06902-1259, ATTN: MASS ARBITRATION DEMAND. You and we will attempt to resolve the dispute through informal negotiation within 60 days from the date that the Notice of Dispute is received ("Informal Dispute Resolution Period"), and you and we agree that no arbitration will be filed during the Informal Dispute Resolution Period. Any applicable statute of limitations shall be tolled during the Informal Dispute Resolution Period.

    B. If your arbitration demand qualifies as part of a "Mass Arbitration" under the arbitration provider's rules, the arbitration shall proceed under the arbitration provider's mass arbitration rules, i.e., the AAA Mass Arbitration Supplementary Rules (if AAA administers the arbitration), or the JAMS Mass Arbitration Procedures and Guidelines (if JAMS administers the arbitration).

    C. In addition, to the extent any of the Mass Arbitration demands are permitted to proceed by the Process Arbitrator (under AAA) or Process Administrator (under JAMS), the demands shall be grouped into batches of no more than 50 demands per batch by state of residence, and then alphabetically by last name (plus, to the extent there are less than 50 arbitration demands left over after the batching described above, a final batch consisting of the remaining demands). One Merits Arbitrator shall be assigned for each batch, who shall provide for resolution of each batch as a single arbitration with one set of filing and administrative fees. The batching of claims shall not change the burden of proof on each individual claimant.
12. **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 or right to vacate 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 will not be binding in any other case except to enforce the award.
13. **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.
14. **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.
15. **HOW TO REJECT ARBITRATION.** You may reject this Arbitration section, but only as set forth in this paragraph. 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 71734, Philadelphia, PA 19176-1734. 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
BELK REWARDS 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. Additionally, any other provision of this Agreement that is inconsistent with the Military Lending Act 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 71751, Philadelphia, PA 19176-1751.**

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 71749, Philadelphia, PA 19176-1749

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 71749, Philadelphia, PA 19176-1749

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.

BELK REWARDS PROGRAM TERMS AND CONDITIONS

Belk is proud to offer the Belk Rewards Program (the "**Program**") to cardholders ("**Cardholders**") of a Belk Rewards Card (as defined below). BY PARTICIPATING IN THE BELK REWARDS PROGRAM, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO ABIDE BY THESE BELK REWARDS PROGRAM TERMS AND CONDITIONS (these "**Terms**").

1. In order to receive the benefits of the Belk Rewards Program, you need to make purchases with your Belk Rewards Card or Belk Rewards Mastercard (each, a "**Belk Rewards Card**"), earning the necessary level of points. The Belk Rewards Program is automatically available for your Belk Rewards Card account, if it is open, in good standing and not more than two payments past due both at the time points are earned and at the time Belk Reward Dollars ("**Belk Reward Dollars**") are issued and redeemed.

2. **Earning Reward Points.** Depending on your membership status, you can earn different numbers of points for Eligible Purchases made in Belk stores, on belk.com and via the Belk mobile app. You may see Reward Points you receive advertised as "% Back in Belk Reward Dollars."

See the table below for the number of reward points ("**Reward Points**") that you can earn per dollar spent (rounded to the nearest whole dollar) in net Eligible Purchases. Cardholders must use their Belk Rewards Card to earn the points listed in the table below. Any purchases made with PayPal or a "buy now, pay later" platform (e.g., Afterpay) will not earn points even if you use your Belk Rewards Card in PayPal or a "buy now, pay later" platform (e.g., Afterpay).

If you have more than one Belk Rewards Card, points earned will accumulate based on the Belk Rewards Card used for the purchase and points will be awarded based on that card's tier status. To view your Belk Rewards loyalty status for multiple accounts via Belk.com or Belk app, ensure each Belk Rewards Card Account you have is loaded into your Belk profile.

Insider Status Cardholder	Premier Status Cardholder	Elite Status Cardholder
3 points per dollar spent at Belk on non-Beauty & Fragrance Purchases	5 points per dollar spent at Belk on non-Beauty & Fragrance Purchases	7 points per dollar spent at Belk on non-Beauty & Fragrance Purchases
10 points per dollar spent at Belk on Beauty & Fragrance Purchases	10 points per dollar spent at Belk on Beauty & Fragrance Purchases	10 points per dollar spent at Belk on Beauty & Fragrance Purchases
For Belk Rewards Mastercard only: 3 points for each dollar spent on dining (see below) 2 points for each dollar spent on groceries (see below) 1 point for purchases anywhere else (see below)	For Belk Rewards Mastercard only: 3 points for each dollar spent on dining (see below) 2 points for each dollar spent on groceries (see below) 1 point for purchases anywhere else (see below)	For Belk Rewards Mastercard only: 3 points for each dollar spent on dining (see below) 2 points for each dollar spent on groceries (see below) 1 point for purchases anywhere else (see below)

Eligible Purchases do not include special financing purchases, balance transfers, cash advances, finance charges, fees associated with your Belk Rewards Card, leased departments (within Belk stores), purchases made at Belk Outlet or Belk Market stores, Belk Gift Cards, and sales tax.

Beauty & Fragrance Purchases means any make-up, skincare, haircare, and personal fragrance purchases.

There is no limit as to the number of Reward Points you can earn. Reward Points are initially earned in a pending status and will be added to your Rewards Balance after approximately 21 days for in-store purchases and approximately 21 days after a charge appears following shipment for each item in an online transaction or buy-online-pick-up-in-store transactions. Points received for items that are returned will be deducted from your points balance at the time of the return.

More Details on Belk Rewards Mastercard:

- **Dining Purchases.** When you use your Belk Rewards Mastercard for Eligible Purchases at dining, you will earn 3 Reward Points for every dollar spent, rounded to the nearest whole dollar. "**Eligible Purchases at dining**" include purchases made at dining, drinking establishments, fast food places, and caterers, including third-party take-out and delivery.
- **Grocery Purchases.** When you use your Belk Rewards Mastercard for Eligible Purchases of groceries, you will earn 2 Reward Points for every dollar spent, rounded to the nearest whole dollar. "**Eligible Purchases of groceries**" include purchases made at grocery stores and supermarkets.
- **All Other Purchases.** When you use your Belk Rewards Mastercard for Eligible Purchases made everywhere else Mastercard is accepted, you will earn 1 Reward Point for every dollar spent, rounded to the nearest dollar.

A MCC Code is a four-digit classification code as defined by Mastercard International Incorporated 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. The merchant's MCC Code will determine whether an Eligible Purchase qualifies for 1, 2 or 3 Reward Points. For example, groceries purchased at a Walmart store may not be included as a "Grocery Establishment" and will not earn 2 Reward Points. Neither Belk nor Synchrony Bank assigns or has responsibility for the assignment of MCC Codes or evaluates what MCC Codes should be assigned to a particular merchant. Synchrony Bank reserves the right to determine from time-to-time which MCC Codes qualify for particular category Reward Points levels. Synchrony Bank is not responsible for awarding Reward Points for Eligible Purchases on dining or groceries at merchants who do not accurately report transactions using the MCC Codes described above.

For each Eligible Purchase, only one Cardholder account will earn Reward Points. If you make an Eligible Purchase using multiple Belk Rewards Cards, a single Account will be identified by the highest Cardholder membership status of the cards swiped and that Account will earn all of the Reward Points applicable to the total transaction. If you make an Eligible Purchase using multiple payment types, including one Belk Rewards Card, only the amount of the purchase placed on the Belk Rewards Card will receive the Reward Points earned.

3. **Earning Belk Reward Dollars.** Each time you earn 500 Reward Points, you will receive $5 in Belk Reward Dollars. Belk Reward Dollars are issued in $5 increments for every 500 Reward Points in your then-current balance. When your Reward Points balance equals or exceeds 500, $5 in Belk Reward Dollars will automatically be issued and will be made available digitally through your Belk Rewards account or in-store at the register within 3 business days. Belk will not issue Belk Reward Dollars in excess of $200, and any additional Reward Points in your balance will be applied toward Belk Reward Dollars as Belk Reward Dollars issued to you are used or expire. The delay in issuance of Belk Reward Dollars does not in any way affect your Reward Points balance. The expiration date for Belk Reward Dollars is listed on the Belk Reward Dollars.

4. **Redeeming Belk Reward Dollars.** To redeem valid Belk Reward Dollars, you must either come to a Belk store (including Belk Outlet or Belk Market stores), go online to belk.com or visit the Belk mobile app within the valid dates shown on the Belk Reward Dollars. Belk Reward Dollars may only be redeemed toward purchases at Belk stores, Belk Outlets, Belk Market Stores, online at belk.com, or via the Belk mobile app, and may only be redeemed toward purchases charged to your Belk Rewards Card. To redeem Belk Reward Dollars online at belk.com or via the Belk mobile app, you must enter the barcode number shown on the Belk Reward Dollars. Belk Reward Dollars may only be redeemed once (based on certificate number) even if delivered in multiple formats. You can redeem multiple Belk Reward Dollars on a single transaction in store or online at belk.com or via the Belk mobile app. Belk Reward Dollars can be combined with any promotional offer. If the value of a purchase is less than the value of the Belk Reward Dollars being redeemed, then any remaining Belk Reward Dollars balance will be forfeited.

You may only redeem up to $200 in Belk Reward Dollars per transaction (whether in store, online or via mobile app).

5. **Reward Points Expiration and other Reward Point Terms.** All Reward Points expire after a Program account has had no qualifying purchase for twelve (12) consecutive months. Award of Reward Points is subject to Belk's determination in its sole discretion that the Cardholder has made the corresponding merchandise purchase or engaged in the corresponding activity in accordance with all applicable restrictions. Should Belk determine in its sole discretion that the Cardholder has not done so, Belk may reduce the number of Reward Points (or withhold Reward Points altogether) from such Cardholder. Reward Points are intended solely to track a Cardholder's participation in the Program. Cardholders do not have any property or ownership rights in Reward Points.

Belk Reward Dollars cannot be credited to an account, redeemed for cash, used for purchasing Belk Gift Cards, or used for online gift certificates. Additional restrictions may apply as stated on your Belk Reward Dollars. Belk Reward Dollars are not transferable. Belk Reward Dollars are not "gift certificates" and are not intended for gift-giving purposes. Any attempt to sell (by auction or otherwise), trade or exchange Reward Points is void and in no way binding upon Belk as well as constituting prohibited conduct as per these Terms.

You acknowledge that the Reward Points have no value and that the Reward Points and any Belk Reward Dollars issued are purely promotional and are provided without the payment of any consideration or other thing of value. Unless and until you present the Belk Reward Dollars at a Belk store (including Belk Outlet or Belk Market) or redeem them online at belk.com or via the Belk mobile app, no right, title or interest in the Reward Points or the Belk Reward Dollars have been earned. You will begin earning Reward Points again at the time of your next purchase if your account is in good standing as provided in Section 3 above. Reward Points are forfeited upon the closing of a Belk Rewards Card account.

Belk reserves the right to review Program activity (including Reward Points earned) in your online Reward account and make adjustments to correct errors without prior notice to you or liability of any kind. You will be notified via e-mail (or message posted to your online Reward account) if Belk has taken any such action. Such notice will briefly explain the change(s) made to your online Reward account.

6. **Program Benefits.**

Tier Status *(annual spend qualification)*	**Insider (Welcome)**	**Premier ($500)**	**Elite ($1,000)**
Points Per Dollar at Belk **500 pts = $5 BRDs**	**3**	**5**	**7**
Points Per Dollar at Belk in Beauty & Fragrance	**10**		
World Points ***(Belk Mastercard only)***	**+3 (Dining)** **+2 (Grocery Stores)** **+1 (All Else)**		
Free Shipping*	**2X / yr**	**4X / yr**	**Everyday**
Personal Double Points Days**	**1X / yr**	**2X / yr**	**4X / yr**
Birthday Reward†	✓	✓	✓
Cardholder Exclusive Savings Days^	✓	✓	✓
Flexible Payment Plans		✓	✓
5% Discount at Belk Outlet & Belk Market	**5% Off Purchases Every Day**		

***Free Shipping**: Cardholders will have offers for Free Shipping throughout the year. Number of opportunities will depend on the Cardholder's status. As the Cardholder's tier level increases, they become entitled to the number of Free Shipping coupons for their current status. If any Free Shipping offers were used while at the prior status during the same calendar year, they will count against the total Free Shipping offers available for their current tier level. Once Elite status is achieved, the Cardholder earns Free Shipping every day, and any unused Free Shipping offers will be forfeited. Any unused Free Shipping offers will expire at the end of the applicable redemption period. Cardholders will initially receive Free Shipping offers based on their tier status as of the end of the prior calendar year. Cardholders will receive the benefits associated with the higher tier status in the next applicable time period if Cardholders move into a higher tier status during the year. Additional terms and conditions will be included in the Free Shipping offer, including the applicable redemption period for the offer.

****Personal Double Points Days:** Cardholders can choose a day to earn twice the points on all net spend on Eligible Purchases (excluding Beauty & Fragrance Purchases and days on which other points multiplier offers are available) at Belk stores, belk.com and in the Belk app, with some restrictions. Number of opportunities will depend on the Cardholder's tier status. As the Cardholder's tier level increases, they become entitled to the number of Personal Double Points Days for their current status. If any Personal Double Points Days were used while at the prior status during the same calendar year, they will count against the total Personal Double Points Days available for their current tier level. Cardholders will receive the benefits associated with the higher tier status in the next applicable time period if Cardholders move into a higher tier status during the year. Any unused Personal Double Points Days will expire at the end of the applicable redemption period. Cardholders will initially receive Personal Savings Days based on their tier status as of the end of the prior calendar year. Additional terms and conditions will be included in the Personal Double Points Days offer, including the applicable redemption period for the offer.

†Birthday Rewards: Cardholders will be eligible to receive one (1) Birthday Reward in the form of Belk Reward Dollars once a year on the first day of your birthday month. To be eligible to receive the annual Birthday Rewards benefit, you must update your profile with your birth month and day, a valid email address for delivery, and be in good standing within the Program (i.e., your account cannot be delinquent). The expiration date for the Birthday Belk Reward Dollars will be printed on the Belk Reward Dollars that may be mailed to Cardholders or on Belk Reward Dollars provided digitally.

If you have more than one Belk Rewards Card Account, you will receive the birthday rewards associated with your highest earned tier across your Belk Rewards Card Accounts.

^Cardholder Exclusive Savings Days: Cardholders can gain access to various saving events/promotions on select Thursdays and throughout the year. Additional terms and conditions apply which will be included in the event offer.

5% Discount at Belk Outlet and Belk Market
Cardholders paying with their Belk Rewards card at Belk Outlet or Belk Market stores receive a five percent (5%) discount on eligible purchases at time of purchase in lieu of earning Reward Points. Eligible purchases exclude gift cards, taxes, shipping fees, other fees (e.g., bag fees or any legally required imposed fees). To receive this discount, Cardholders must use their Belk Rewards credit card at checkout to pay for their purchases. The discount will be equally spread across all eligible purchases in the transaction. If any items purchased with this discount are returned, the discount will be deducted from the amounts refunded to the Belk Rewards credit card. This discount cannot be redeemed for cash.

7. **Special Terms for Program Cardholders.** Upon reaching certain milestones, Cardholders may unlock higher membership status levels with additional benefits and rewards based on the net Eligible Purchases made in store or online at Belk. Each status level is unlocked at a minimum net Eligible Purchase amount as set out below. If net Eligible Purchases are to be shipped to you, then the eligible net purchase will apply on the date the item ships and the card is charged (this may result in an eligible net purchase applying in the next calendar year if the shipment date is in the next calendar year). On January 1 of each year, a Cardholder's net Eligible Purchase dollars will reset to zero. Cardholders will enter the new calendar year at the previous year-end status level and retain that as the minimum level through the end of that year. As a Cardholder reaches the next milestone that Cardholder will move to the next status level within three (3) business days during the calendar year.

- **Insider Status**. Cardholders who do all of the following: (a) spend between $0 - $499.99 in Eligible Purchases using their Belk Rewards Card from Belk store locations or on Belk.com or using the Belk mobile app within a calendar year (January 1-December 31); and (b) keep their account in good standing. Cardholders have one (1) Personal Double Points Day and two (2) Free Shipping coupons.
- **Premier Status.** Cardholders who do all of the following: (a) spend between $500 and $999.99 in Eligible Purchases using their Belk Rewards Card from Belk store locations or on Belk.com or using the Belk mobile app within a calendar year (January 1-December 31); (b) keep their account in good standing; and (c) after reaching the $500 qualifying amount, are not more than 2 payments past due at time of Belk Premier Rewards Status eligibility, will be upgraded to Premier Status. Upgrades to the Premier level will be processed during your next billing cycle after you qualify and you will receive additional Premier benefits to a calendar-year total, two (2) Personal Double Points Days and calendar-year total of four (4) Free Shipping coupons. You will also become eligible to participate in the Belk Rewards Flex Pay Plan. To take advantage of the Belk Rewards Flex Pay Plan, you need to contact customer service to have this plan added to your account. If you do not maintain your Premier qualification, you will lose the Premier benefits.
- **Elite Status.** Cardholders who do all of the following: (a) spend at least $1000 in Eligible Purchases using their Belk Rewards Card from Belk store locations or Belk.com or using the Belk mobile app within a calendar year (January 1-December 31); (b) keep their account in good standing; and (c) after reaching the $1000 qualifying amount, are not more than 2 payments past due at time of Belk Elite Rewards Status eligibility, will be upgraded to Elite Status. Upgrades to the Elite level will be processed during your next billing cycle after you qualify and you will receive additional Belk Elite Rewards benefits for a calendar-year total four (4) Personal Double Points Days and unlock Free Shipping every day for the remainder of the calendar year. You will automatically be eligible for the Belk Rewards Flex Pay Plan. To take advantage of the Belk Rewards Flex Pay Plan, you need to contact customer service to have this plan added to your account. If you do not maintain your Elite qualification, you will lose the Elite benefits.

8. **Belk's Right to Modify the Program.** Belk reserves the right to change the Program (and these Terms, as applicable) at any time in its sole discretion. Program benefits, offers, rewards, and services are subject to availability. Except as otherwise expressly prohibited or limited by applicable laws, Belk may at any time amend, modify, supplement, or terminate the Program and these Terms, including, without limitation, the structure for earning rewards, or reward levels even though such changes may affect the value of rewards, or the ability to obtain certain rewards. If notice of such action is required by law, it will be provided in accordance with such laws. **Your continued membership in the Program constitutes your agreement to such changes to the Program (or the cancellation of the Program, as the case may be). You are strongly advised to review these Terms from time to time to make sure that you are fully aware of the current conditions governing operation of the Program.**

If the Program is terminated, all unredeemed benefits will be forfeited without any obligation or liability and will not be honored upon termination or after the conclusion of the notice period, if any notice is required by law. In all matters relating to the administration of the Program, the decisions of Belk will be final. Under no circumstances will we be held liable for any delay or failure in performance due in whole or in part to any acts of nature or other cases beyond our reasonable control.

9. **Termination; Canceling Account.** We reserve the right to cancel or suspend your participation in the Cardholder Program in the event of fraud, abuse of rewards privileges, violation of these Terms or any applicable laws, or at our discretion. Any Reward Points, Belk Reward Dollars or Benefits in your account will become void at the time of cancellation. We may revoke some or all of your Reward Points, Belk Reward Dollars, and/or Benefits if we determine that you received any of them due to an error, through fraud or deception, or in any manner not authorized.

10. **Miscellaneous.** By participating in the Belk Rewards Program, you understand and agree that the Belk Terms of Use at https://www.belk.com/customer-service/terms-of-use/, then in force, which are incorporated into these Terms by reference, shall apply, including without limitation the binding arbitration, waiver of jury trial and waiver of class action provisions as detailed in the Disputes section of the Belk Terms of Use. If you do not agree to the Terms of Use, please do not participate in the Program.

[See the Privacy Policy on the following page.]

PRIVACY POLICY

Rev. 9/17

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: ■ 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	■ Call **1-855-752-8070** —our menu will prompt you through your choice(s) **Please note:** 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. However, you can contact us at any time to limit our sharing.
Questions?	Call 1-855-752-8046

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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?	We collect your personal information, for example, when you ■ open an account or give us your contact information ■ provide account information or pay your bills ■ use your credit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ■ 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 State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
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	Companies related by common ownership or control. They can be financial and nonfinancial companies. ■ *Our affiliates include financial companies, such as Synchrony Financial and its subsidiaries, including Retail Finance Credit Services, LLC and CareCredit LLC.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ■ *Nonaffiliates we share with can include the retailer named on your account and direct marketing companies.*
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ■ *Our joint marketing partners include insurance companies.*
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 Belk, Inc. (and its affiliates) in connection with maintaining and servicing the Belk Rewards™ Mastercard® program(s), including marketing of such program(s).

The above notice applies only to consumer Belk Rewards™ 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/.