SYNCHRONY BANK
SECTION I: RATES AND FEES TABLE
HARBOR FREIGHT TOOLS CREDIT CARD ACCOUNT AGREEMENT

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	**31.24%** This APR will vary with the market based on the Prime Rate.
Penalty APR and When It Applies	**39.99%** This APR will vary with the market based on the Prime Rate.* This APR may be applied to your account if you make a late payment. **How Long Will the Penalty APR Apply?:** If your APRs are increased for this reason, the Penalty APR may remain in effect indefinitely.
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	
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.

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

The information about the costs of the card described above is accurate as of October 1, 2026. This information may have changed after that date. To find out what may have changed, write to us at P.O. Box 71744, Philadelphia, PA 19176-1744. This application and the credit card agreement will be governed by federal law, and to the extent state law applies, the laws of Utah. Subject to the requirements and limitations of applicable law, we may change, add to or delete any of the terms of the agreement, including the interest rates, fees and charges and we will send you notice as required.

STATE NOTICES

CALIFORNIA RESIDENTS: If you are married, you may apply for a separate account.
NEW YORK RESIDENTS: A consumer credit report may be obtained in connection with evaluating your application and subsequently in connection with updates, renewals, or extensions of credit for which this application is made. Upon your request, you will be informed whether a report was obtained, and if so, of the name and address of the consumer reporting agency.
OHIO RESIDENTS: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.
WISCONSIN RESIDENTS: No provision of a marital property agreement, a unilateral statement under sec. 766.59, Wis. Stats., or a court decree under sec. 766.70, Wis. Stats., adversely affects the interest of the creditor unless the creditor, prior to the time credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. **Married residents of Wisconsin applying for an individual account must give us the name and address of their spouse if the spouse also is a Wisconsin resident, regardless of whether the spouse may use the card. Please provide this information to us at P.O. Box 71744, Philadelphia, PA 19176-1744.**

CONSENT TO ELECTRONIC COMMUNICATIONS

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

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

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

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

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

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

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

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

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

- A device with Internet-browsing capabilities such as a computer or mobile device;
- Access to the Internet;
- A recent-generation, widely used browser and operating system;
- An email address and/or mobile phone number; and
- Sufficient electronic storage capacity on your hard drive or other data storage facility, or a means to print or store notices and information through your browser software.

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

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

For those Accounts that have purchased Payment Security, to receive paper records for our Payment Security product, please write to:
Payment Security
P.O. Box 740237
Atlanta, GA 30374-0237

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

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

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

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

Definitions used in this consent:

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

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

SECTION II: RATES, FEES AND PAYMENT INFORMATION
HARBOR FREIGHT TOOLS CREDIT CARD ACCOUNT AGREEMENT

How Interest Is Calculated

Your Interest Rate

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

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

- The APR for purchases is the prime rate plus 24.24%. As of October 1, 2026, the daily rate for purchases was .08559% (APR 31.24%).
- The Penalty APR for all transactions is the prime rate plus 34.24%. As of October 1, 2026, the daily rate for Penalty APR was .10957% (APR 39.99%). The daily rate for Penalty APR for your account will not exceed .10957% (APR 39.99%).

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

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

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

When We Charge Interest

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 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.

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 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;
   b. late payment fees or returned payment fees are treated as new purchases; and
   c. debt cancellation fees are added proportionately to each 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 $2.00 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.

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 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 (excluding any balance in connection with a special promotional purchase with a unique payment calculation) shown on your billing statement; 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 and any qualifying purchase requirements will be explained on promotional advertising or other disclosures provided to you. All offers are subject to credit approval. These promotional offers may not be available at all times for all purchases. Below is a description of certain special promotions that may be offered.

0% Interest Promotions with Equal Monthly Payments (equal pay financing). When you make a qualifying purchase under an equal pay financing promotion (an equal pay purchase), no interest will be charged on your equal pay purchase and equal monthly payments are required equal to the total equal pay purchase amount divided equally by the number of months in the equal pay period until the equal pay purchase is paid in full. The equal monthly payment will be rounded to the next highest whole dollar and may be higher or lower than the minimum payment that would be required if the purchase was not an equal pay purchase. For example, if you make a $1,000 purchase that qualifies for a 24 month equal pay financing offer, your required equal monthly payments will be $42.

SECTION III: STANDARD PROVISIONS
HARBOR FREIGHT TOOLS CREDIT CARD ACCOUNT AGREEMENT

ABOUT THE CREDIT CARD ACCOUNT AGREEMENT

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

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

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

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

HOW TO USE YOUR ACCOUNT/CARD

Use Of Your Account. You may use your account only for lawful personal, family or household purposes. You may use your account for purchases from Harbor Freight Tools locations.

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

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

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

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

HOW AND WHEN TO MAKE PAYMENTS

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

Payment Options. You can pay by mail or online. We may allow you to make payments over the phone but we may charge you a fee to make expedited phone payments. Your payment must be made in U.S. dollars by physical or electronic check, money order or a similar instrument from a bank located in the United States.

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

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

INFORMATION ABOUT YOU

Using And Sharing Your Information. When you applied for an account, you gave us and Harbor Freight Tools USA, Inc. information about yourself that we could share with each other. Harbor Freight Tools USA, 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 71746, Philadelphia, PA 19176-1746. 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 1-855-341-3108. 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, Harbor Freight Tools USA, 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
HARBOR FREIGHT TOOLS CREDIT CARD ACCOUNT AGREEMENT

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

1. The provision in this Agreement called "Resolving a Dispute with Arbitration" will not apply to your account. 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 71744, Philadelphia, PA 19176-1744.**

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 71745, Philadelphia, PA 19176-1745

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 71745, Philadelphia, PA 19176-1745

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.

HARBOR FREIGHT TOOLS CREDIT CARD REWARDS PROGRAM TERMS

By participating in the Harbor Freight Tools Credit Card Rewards Program ("Rewards Program"), you hereby agree to be bound by these terms.

1. **Eligibility.** You are automatically enrolled in the Rewards Program for your Harbor Freight Tools Credit Card account when your account is open. You are eligible to earn reward points and receive Harbor Freight Money certificates ("Harbor Freight Money") if your account is in good standing (including, but not limited to, not more than two (2) payments past due and no rewards or redemption fraud). If your account is not in good standing, you will forfeit any reward points that may have been earned and will not be issued reward certificates. You must have an address in the United States and be over eighteen (18) years of age in order to earn reward points. The Rewards Program is void where prohibited by law in your state of residence and is subject to change as may be necessary to comply with such laws or regulations.
2. **Earn Reward Points.** For every dollar ($1) in net purchases (merchandise purchased minus returns and adjustments) charged to your Harbor Freight Tools Credit Card at any Harbor Freight Tools physical store location in the United States or at www.harborfreight.com, you will earn five (5) reward points. *Promotional financing purchases are not eligible to earn reward points.* For the purpose of calculating earned reward points, the daily net purchase total is rounded to the nearest whole dollar. For example: a net purchase of $1.49 earns 5 reward points, and a net purchase of $1.50 earns 10 reward points. If returns and adjustments exceed purchases in any billing statement period, this could result in a negative reward points balance.
3. **Exchange Reward Points for Harbor Freight Money.** For every 500 reward points in your rewards balance, you will receive $5 in Harbor Freight Money. You may see rewards or reward points advertised as percentage back on purchases (for example, 5% back in rewards) or as a dollar amount in Harbor Freight Money (for example, earn $5 in Harbor Freight Money for every 500 reward points or earn $5 in Harbor Freight Money for every $100 in eligible purchases) which is the same calculation of reward points and Harbor Freight Money as previously described, but expressed differently.
4. **Receive Harbor Freight Money.** When your net reward points balance equals or exceeds 500 reward points, you will be issued, within 1-2 billing cycles via your monthly billing statement, Harbor Freight Money certificates in $5 increments (up to a maximum of $25 per certificate) for every 500 reward points in your reward points balance (up to a maximum of 15 certificates issued with each billing statement). Your reward points balance will automatically be reduced by 500 reward points for every $5 in Harbor Freight Money issued to you. Any net reward points balance less than 500 in a billing cycle will be applied towards your net reward points balance in the next billing cycle.
5. **Redeem Harbor Freight Money.** You may redeem your Harbor Freight Money and apply the value towards your Harbor Freight Tools purchase at any Harbor Freight Tools physical store location. To redeem your Harbor Freight Money, you must go to a Harbor Freight Tools physical store by the expiration date shown on the certificate and present the original certificate mailed to you via your billing statement (or the electronic copy of the certificate if you receive electronic billing statements). Photocopies or reproductions will not be honored. Lost, stolen or mutilated certificates will not be replaced. Each Harbor Freight Money certificate may only be redeemed or used once. You can redeem multiple certificates in a single transaction. If the purchase amount is less than the value of the Harbor Freight Money being redeemed, then any remaining Harbor Freight Money will be forfeited. If the purchase amount is more than the value of the Harbor Freight Money being redeemed, then the balance of the purchase may be paid by using any available credit line on your Harbor Freight Tools Credit Card or any other tender type accepted by Harbor Freight Tools. Harbor Freight Money can be combined with Harbor Freight Tools coupons. Harbor Freight Money cannot be used to purchase Harbor Freight Tools gift cards or gift certificates. Harbor Freight Money cannot be credited to or used to pay any Harbor Freight Tools Credit Card account. If any returned merchandise was purchased with Harbor Freight Money, the amount purchased with Harbor Freight Money will only be eligible towards a purchase/exchange at the time of the return; reward points will not be returned to your Harbor Freight Tools Credit Card account and you will not receive cash, store credit, or a new certificate.
6. **Expiration.** Reward points will expire and be removed from your rewards points balance if you have not had any qualifying purchase activity on your Harbor Freight Tools Credit Card for 24 consecutive months. Harbor Freight Money will expire on the date printed on each certificate, and expired Harbor Freight Money may not be redeemed or exchanged.
7. **Additional Terms and Restrictions.** Harbor Freight Money certificates are not "gift certificates" and are not intended for gift-giving purposes, and cannot be sold, transferred, bartered, or auctioned. You acknowledge that the reward points have no cash value and that reward points and any Harbor Freight Money are purely promotional, may not be redeemed for cash or its equivalent, and are provided without the payment of any consideration or other thing of value. Unless and until you present a Harbor Freight Money certificate at a Harbor Freight Tools store, no right, title, or interest in the reward points or the Harbor Freight Money has been earned. Reward points will be forfeited upon the closing of a Harbor Freight Tools Credit Card account (other than as a result of a lost or stolen Harbor Freight Tools credit card, in which case, all earned reward points and unused Harbor Freight Money will be applied to the replacement card) or termination of the Rewards Program. We reserve the right to remove any person from the Rewards Program and void all reward points in the event of violation of the Rewards Program Terms or any fraud or abuse in connection with this Rewards Program. Additional restrictions may apply as stated on your Harbor Freight Money certificate.
8. **Termination of or Change in Rewards Program.** By participating in the Rewards Program, you understand and agree that we reserve the right, in our sole discretion and without prior notice, to suspend, change, or terminate the Rewards Program, in whole or in part; to modify, limit, or suspend the accumulation, collection, use, or redemption of reward points or rewards in any manner, including but not limited to imposing time limits and changes to reward point values or the number of reward points required for a particular reward. We may make these changes at any time and from time to time, even though the changes may affect your right to accumulate and redeem reward points and may affect the value of reward points already accumulated. We may notify you of changes to the Rewards Program through your Harbor Freight Tools Credit Card statement, by posting an updated version of these Rewards Program terms on our website at www.harborfreight.com/credit, or via email. You should not rely upon the continued availability of the Rewards Program, or earning or redeeming reward points for certain items. All merchandise and/or offers are available while supplies last and are subject to change and/or revocation without notice.
9. **Resolution of Disputes/Arbitration.** If you ever have a problem or issue with the Rewards Program, our goal is to get a fair resolution quickly and cost-effectively. Accordingly, we strongly encourage you to reach out to us by contacting customer service at the number below, before taking any other action, so that we may have the opportunity to address your questions or concerns. If, however, we are unable to reach an informal resolution, by participating in the Rewards Program, you are consenting to resolve all issues, claims, and disputes arising out of or relating to any aspect of your participation in the Rewards Program, whether arising during or after your participation in the Rewards Program, through final, binding arbitration in the State of California or in your jurisdiction in the United States. This arbitration requirement applies regardless of whether the issue, claim, or dispute involves a tort, fraud, breach of contract, misrepresentation, product liability, negligence, violation of a statute, or any other legal theory. Such arbitration shall be conducted before the American Arbitration Association (AAA) under its rules in effect at the time, and the arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. All arbitrations shall be conducted on an individual (and not a collective or class-wide) basis, and an arbitrator shall have no authority to award collective or class-wide relief.
10. **Privacy Policy.** The Rewards Program is subject to the Harbor Freight Tools' privacy policy (https://www.harborfreight.com/security-and-privacy.html) and Synchrony Bank's privacy policy.

The Rewards Program is offered by Harbor Freight Tools to Harbor Freight Tools Credit Card holders and serviced by Synchrony Bank. For questions and additional information about the Harbor Freight Tools Credit Card Rewards Program, Harbor Freight Money, or your reward points balance, please call Synchrony Bank at 1-855-341-3108.

[See the Privacy Policy on the following page.]

PRIVACY POLICY

Rev. 1/2020

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 **1-855-341-3109** —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 1-855-341-3108

Page 2

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 Harbor Freight Tools USA, Inc. (and its affiliates) in connection with maintaining and servicing the Harbor Freight Tools Credit Card program(s), including marketing of such program(s).

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

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