

## VISA® Unicorn Credit Card

### Important Disclosures

Rates, Fees, and other important information about the VISA® Unicorn Credit Card (“Unicorn Card” or “Card”) are set forth in these Important Disclosures, which are part of the VISA® Unicorn Credit Card Cardholder Agreement (“Agreement”). The terms of the Agreement, including these Important Disclosures, may be changed at any time subject to applicable law. Based on our evaluation of your credit report and other factors, if approved for a Unicorn Card, you will receive a credit card account (“Account”) with a minimum credit line of \$500. For purposes of these disclosures, “you” and “your” mean each person who applies for an Account.

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>16.76%</b>  This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>24.99%</b>
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 25 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.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>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 <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>.</b>
Fees	
<b>Annual Fee</b>	<b>None</b>
<b>Transaction Fees</b>	<b>None</b>
<b>Penalty Fees</b>	
• Late Payment	Up to \$25.
• Returned Payment	Up to \$25.

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new transactions)” and we calculate a separate average daily balance for your Purchase balance and your Cash Advance balance. See section 4.E “Balances Subject to Interest Rates” for further details.

**Billing Rights Summary:** Information on your right to dispute transactions is included in the Agreement.

**How the Variable APRs and Daily Rate on your Account are Determined:** The Purchases APR on your Account will be determined each Billing Cycle by adding a 9.26% margin to the Prime Rate (U.S.) as published in the Money Rates section of *The Wall Street Journal* (the “Index”), which was 7.50% as of the end of the preceding calendar month. Currently, the Daily Periodic Rate for Purchases is 0.0459178% and the Daily Periodic Rate for Cash Advances is 0.0684658%.

**Important Information About Procedures for Opening a New Account (USA PATRIOT Act):** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify

and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**About This Credit Card Program:** Credit cards are issued by Wilmington Savings Fund Society, FSB ("WSFS Bank"), a federal savings bank headquartered in Wilmington, Delaware. VISA is a registered trademark and service mark of VISA International Service Association, and is used pursuant to a license.

**Card Eligibility:** To be eligible for an Account, you must meet certain minimum income, residency, age, credit quality and other requirements.

**Calls and Texts; Monitoring/Recording of Telephone Calls:** When you give us your mobile phone number, we have your permission to contact you at that number about your Account. Your consent allows us to use text messaging, push notifications, artificial or pre-recorded voice messages and automatic dialing technology for informational and Account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your Account. Message and data rates may apply. *See* Section 8A of the Agreement for more detailed information. You agree that your calls with us and our servicing agents may be monitored and/or recorded, unless expressly prohibited by applicable law.

**Information Sharing:** Our Privacy Notice is at the end of the Agreement. A Privacy Notice for our servicing agent, Cred.ai, is available online at [www.unicorncreditcard.com/faq](http://www.unicorncreditcard.com/faq).

**Information About Applying for a Credit Card:** By electronically signing an application for an Account, you authorize us and our agents and representatives to obtain credit, employment and other information about you, including credit bureau reports, in order to evaluate your application for credit. If your application is approved and credit is extended to you, you further authorize us to re-verify any or all of such information from time to time, including obtaining additional credit bureau reports, for any legitimate or permissible purpose in connection with such extension of credit, such as for the purpose of reviewing the Account, increasing or decreasing the Credit Limit on the Account or taking collection action on the Account, and to furnish information concerning your Account and our credit experience with you to consumer reporting agencies and others who may properly receive that information. If you ask, you will be informed whether or not a consumer report was requested, and if a report was requested, you will be informed upon request of the name and address of the consumer reporting agency that furnished the report. You agree that all credit card applications remain our property. By submitting a credit card application to us, you also certify that all the information you have provided is true and complete, that no essential information has been omitted, and that no misrepresentations have been made on the application. If approved, you agree to the terms and conditions applicable to the Account, including these Important Disclosures and the remaining terms of the Agreement, and the right of WSFS Bank to change terms and add new terms to the Account at any time. By activating a Card or the Account or allowing an authorized person to activate or use a Card or the Account, you personally agree to fully pay all amounts owed in connection with the Account as required by the Agreement. You agree that the Account will only be used for lawful personal, family or household purposes. You further acknowledge you are at least 18 years of age (19 years of age if you are a resident of Alabama or Nebraska or 21 years of age if you are a resident of Mississippi or Puerto Rico).

**THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE (EXHIBIT A). UNLESS YOU ARE A "COVERED BORROWER" PROTECTED BY THE MILITARY LENDING ACT (THE "MLA") OR UNLESS YOU PROMPTLY REJECT THE ARBITRATION CLAUSE, IT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE, INCLUDING YOUR RIGHT TO BRING OR PARTICIPATE IN A CLASS PROCEEDING.**

**Additional Notices:** Please see the additional notices at the end of the Agreement, including notices for residents of California, Delaware, New York, Ohio, Oregon, Rhode Island, Vermont and Wisconsin (for married applicants).

## VISA® Unicorn Credit Card

### Cardholder Agreement

(Also available online at [www.unicorncreditcard.com/faq](http://www.unicorncreditcard.com/faq))

**Please read all of this Agreement, including the Arbitration Clause (Section 11), and keep it for your records.**

1. **INTRODUCTION.** This VISA® Unicorn Credit Card Cardholder Agreement, including the Important Disclosures (together, this “Agreement”) creates your contract with us concerning the Account and the Card. This Agreement contains important information about your Account, such as your Annual Percentage Rates and certain Fees. Any amendments to this Agreement will also be part of this Agreement. This Agreement is effective immediately upon our issuance of an Account or Card upon approval of your application.

#### **A. Certain Definitions.**

“Account” means your VISA® Unicorn Credit Card Account governed by this Agreement.

“Authorized User” means any person you allow to use your Account, whether through the use of the Card we provide you, the Account number, or otherwise. “Authorized User” also includes any person who, at your request, receives a Card bearing the name of such person and allowing access to your Account. We may limit the number of Authorized Users permitted on your Account.

“Billing Cycle” means the period of time between each monthly statement. Each monthly statement relates to a single Billing Cycle. A Billing Cycle begins on the first day following the closing date on your preceding monthly statement (or the day your Account is first opened), and ends on the statement closing date of your current monthly statement.

“Card” means any initial or replacement credit card that we issue to you or to any Authorized User. We may replace your Card with another Card at any time. Before using your Card for the first time, sign the back of your Card.

“New Balance” means the total outstanding balance as of the end of a Billing Cycle, as shown on the monthly statement for that Billing Cycle.

“Transaction” means any Purchase, Balance Transfer, Cash Advance or any adjustment transaction made to your Account.

“We”, “us”, and “our” mean WSFS Bank and its successors, assigns, servicers, agents and representatives.

“You”, “your”, and “yours” mean each and every person who applies for and is granted or accepts an Account, and any person who has guaranteed payment of this Account, individually and together.

- B. Promise to Pay.** You promise and agree to pay us all amounts due on your Account, including all amounts resulting from Transactions made by you, any Authorized User, and all persons you or any Authorized User allow to use your Account, plus all interest charges, Account Fees, Transaction Fees and any other amounts you may owe us under this Agreement.

- C. Account Use and Acceptance.** By accepting your Card, using or maintaining your Account, or letting someone else use your Card or Account, you agree to all the terms of this Agreement and you acknowledge that you received a copy of this Agreement.

You may use your Account only for lawful personal, family, or household purposes. You must not use your Account for business or commercial purposes, or to make a payment on this or any other credit account owned by us or an entity affiliated with us.

You may not use your Account, or permit your account to be used, to make any illegal Transaction. We will not be liable if you engage in any such Transaction. We may deny authorization of any Transactions identified as Internet gambling.

You may not use your Account, or permit your account to be used, for business or commercial purposes, or to conduct Transactions in any country or territory or with any individual or entity that is subject to economic sanctions administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control. Use of your account in this manner will be blocked.

- D. Amending This Agreement.** Except as set forth in the Arbitration Clause (Exhibit A), we may amend this Agreement at any time and for any reason, by adding, deleting or changing any provisions of this Agreement, including the provisions

covering Interest or Fees. We may change this Agreement based on economic or market conditions, our business strategies or for any other reason, including, but not limited to, reasons unrelated to you or your Account. To the extent required by applicable law, we will post the most recent version of this Agreement to our website and we will notify you of amendments. If an amendment expressly gives you the opportunity to reject a change, and if you elect to reject the change in the manner provided in such amendment, we may close your Account and may ask you to return all credit devices as a condition of your rejection. You will remain responsible for paying any amounts that you owe under the Account.

2. **GOVERNING LAW.** This Agreement is entered into in the State of Delaware, and we extend credit to you from the State of Delaware. The laws of the State of Delaware, without regard to conflict of laws principles, and applicable federal law govern this Agreement.

3. **USING YOUR ACCOUNT.**

A. **Credit Availability.**

1. **Your Credit Limit(s) and Cash Advance Limit.** We have discretion to determine your Credit Limit(s) on your Account. We assign and disclose to you an initial Credit Limit upon approval of your application and issuance of your Card. On each monthly statement, the total Credit Limit on your Account is shown as the "Credit Limit" and the total credit available is shown as "Available Credit." Only a portion of the Credit Limit may be available for Cash Advances (the "Cash Advance Limit"). The amount of credit available for Cash Advances is disclosed on each monthly statement as "Available Cash Advance." In our discretion and at any time, we may change any Credit Limit that applies to your Account, including any cash advance limit, to the extent permitted by law. We will notify you if we change your Credit Limit or Cash Advance Limit. You may ask us to change your Credit Limit or Cash Advance Limit by contacting us by telephone at the customer service number located on the front of your monthly statement or writing to us at the address for Billing Inquiries and Correspondence located on the front of your monthly statement. We do not have to agree to any such request.
2. **Available Credit and Available Cash.** The Available Credit and Available Cash Advance shown on your monthly statement do not include Purchases, Cash Advances, Interest, Fees, any other Transactions, or credits that have not posted to your account as of that Billing Cycle's closing date. As a result, the actual amount of Available Credit and Available Cash Advance may be different from the amounts shown on your monthly statement. You may telephone us at the customer service number located on the front of your monthly statement or write to us at the address for Billing Inquiries and Correspondence located on the front of your monthly statement for your available credit.
3. **Exceeding the Credit Limit.** We are not required to approve any Transaction that would result in the Account balance exceeding the Credit Limit or the Cash Advances balance exceeding the Cash Advance Limit. However, we may allow any such Transaction at our discretion. If we refuse the Transaction, we may advise the person attempting the Transaction of this fact.

B. **Types of Transactions.** You may use your Account for Transactions in accordance with this Agreement.

1. **Purchases.** "Purchase" means the use of the Card, Account number, Mobile Device or other credit device to buy or lease goods or services. A Cash Advance is not a Purchase. If you use your Card to purchase goods or services by telephone, mail, or internet, you agree that your signature is not necessary as identification in such cases.
2. **Cash Advances.** "Cash Advance" means: (1) use of the Card, Account number, Mobile Device or other credit device to obtain cash from a financial institution or an automatic teller machine ("ATM"); (2) if we choose to allow it in our discretion, use of the Card, Account number, Mobile Device or other credit device to purchase a Cash Equivalent. Cash Advances include adjustments related to any such Cash Advance. See the Credit Card Important Terms and Conditions for Cash Advance Transaction Fee details. A "Cash Equivalent" includes traveler's checks, savings bonds, foreign currency, money orders, wire transfers, lottery tickets, gift cards, purchases or reloading of prepaid cards, certain person-to-person payments, gaming chips and other items used for gambling Transactions.
3. **Mobile Device Transactions.** Transactions made using a smart phone, tablet or other electronic device on which your Account number and/or other Account information has been stored, downloaded, or which otherwise permits you to make Transactions using your Account ("Mobile Devices") are covered by the terms of this Agreement. The use of a Mobile Device to make Transactions on your Account may be subject to separate terms and conditions. We are not responsible if you violate those terms and conditions, or for any consequences resulting from any violation of those terms and conditions.
4. **Foreign Transactions.** Transactions, returns and credits made in a currency other than U.S. dollars will be converted into U.S. dollars. The conversion will be performed by the payment network associated with your Card (the "Network"). The Network follows its own methods for conversions that are subject to change. The conversion will occur on the day the

Transaction, return or credit is processed by the Network, which may be different from the date of the Transaction, return or credit. As a result, the conversion rate may differ from the rate as of a Transaction date or the date a Transaction is posted to your Account.

- 5. Recurring Authorized Transactions.** Recurring authorized Transactions are automatic charges to your Account that you establish with a merchant and authorize to occur on a regular basis. You must contact the merchant to stop a recurring charge. If we send you a new Card or Account number, for example because your prior Card expired or was lost or stolen, it is your sole responsibility to provide merchants with updated Card or Account number information. We are not liable for any Fees or other charges you incur because a recurring Transaction did not transfer to a new Card or a new Account number.

- C. Refusal To Honor Your Account.** We have discretion to refuse to honor any Transaction presented on your Account for any reason or no reason. A merchant, business or financial institution may refuse to honor any Transaction presented on your Account. These include Transactions made by Card, Account number, Mobile Device, and any other device that accesses your account. We are not liable for any refusal to honor your Account. We are not liable for retention of your Card by us, a financial institution, or any provider of goods or services.

**D. Statements.**

- 1. General.** By the fourth day of the month that follows each monthly Billing Cycle, if there was activity on your Account, we will post your statement in your Cred.ai mobile app or your account at [www.unicorncreditcard.com](http://www.unicorncreditcard.com). Your statement will show what you owe, the Total Minimum Payment Due, the Payment Due Date, your current Credit Limit and Available Cash Advance, an itemized list of Fees, charges, payments and credits posted to your Account during the Billing Cycle and other important information. We may also mail or deliver the monthly statement to the address we have on file for your Account.
- 2. Change of Contact Information.** You must notify us promptly of any change in your address, email address, or phone number (together, the "Contact Information") by contacting us at the customer service number located on the front of your monthly statement or writing us at the address for Billing Inquiries and Correspondence located on the front of your monthly statement. Until we receive, process and verify your new address, email address, or phone number, we may continue to send monthly statements, notifications, and other notices to the last Contact Information we have on file for your Account. However, we reserve the right to change your Account Billing address if the U.S. Postal Service notifies us that your address has changed.

- E. Credit Balance.** We will make a good faith effort to return to you any credit balance that has been on your Account longer than six consecutive Billing Cycles (or, at our discretion, for a shorter time period). You may also request a refund of a credit balance on your Account at any time. We may reduce the amount of any credit balance on your Account by applying the credit balance towards new Fees and charges posted to your Account. We do not pay any Interest on credit balances.

**F. Payments.**

- 1. General.** You must pay each month at least the Total Minimum Payment Due by the "Payment Due Date" listed on your monthly statement. **At any time, you may pay us more than the Total Minimum Payment Due, up to and including the total outstanding balance on your Account, without penalty.** However, any payments made in a current Billing Cycle will not affect your obligation to pay any Total Minimum Payment Due in the following Billing Cycle(s). Merchant credits or person-to-person money transfers or other credits to your Account are not treated as payments and will not reduce your Total Minimum Payment Due, unless we decide otherwise in our absolute discretion. We have discretion to accept or reject any payment(s) made on your Account when there is a current credit balance (*i.e.*, you do not owe any amount on your Account because prior payments or credits have resulted in a credit balance on your Account).

We can accept partial or late payments without losing any of our rights under this Agreement. If you submit any payment that is marked as "paid in full", or with other restrictive writing, that is less than the total outstanding balance on your Account, we can credit your Account for the amount of that payment and you will remain fully liable for any remaining balance above the amount of your payment. No payment shall operate as an accord and satisfaction without our prior written approval.

You may not use a postdated check to make a payment. If you do try to use a postdated check to make a payment, we do not have to wait for the date shown on the check and may present it for payment when we receive it. We may also return a postdated check without crediting it to your Account. We are not liable to anyone for any loss or expense arising from the action(s) we take with respect to any such postdated check.

2. **Total Minimum Payment Due.** The “Total Minimum Payment Due” is the minimum amount you must pay by the Payment Due Date each month in order to avoid being in default of this Agreement. The Total Minimum Payment Due each Billing Cycle is calculated as follows: the greater of a) \$25 or b) the sum of: 2% of the New Balance on the preceding statement, plus the amount by which the New Balance on the preceding statement exceeds the Credit Limit, plus all new Interest and Fees shown on the preceding statement, plus all past due amounts, rounded up to the nearest whole dollar. However, the Total Minimum Payment Due will never be greater than the New Balance on your preceding statement.
3. **Payment Allocation.** To the extent permitted by applicable law, we allocate payments as follows: the amount of your payment up to the Total Minimum Payment Due will be allocated in any manner we choose, in our sole discretion. Payment amounts in excess of your Total Minimum Payment Due will be applied first to the balance with the highest APR and then to balances with lower APRs in descending order based on the applicable annual percentage rate.
4. **Making Payments. We strongly encourage you to make payment by ACH. We do not accept payments in cash, and payments by mail may lead to higher Interest and Late Payment Fees.** You can arrange for ACH payments on either a recurring or one-time basis by going online to [www.unicorncreditcard.com](http://www.unicorncreditcard.com). Credit for any payment we accept that is not made in accordance with our payment instructions may be delayed for up to five (5) days. You may not include any restrictive endorsements on any payment and we may disregard any such endorsements. Payments may be made by mail or online. All payments must be in U.S. dollars and drawn on a U.S. bank. “Business Day” is defined as Monday through Friday, excluding federal holidays.
  - a. **By Mail.** Mailed payments received by 5 p.m. local time at the location specified on the front of the monthly statement after the phrase, “Please Mail Your Payments To” will be credited as of the date of receipt if: a single check or money order, not cash, is in the envelope, with the monthly statement payment stub; the check or money order is in U.S. dollars and is issued by a financial institution in the United States; and, you follow the additional payment instructions provided on or with the monthly statement. Payments received on a non-Business Day or after 5 pm local time on a Business Day but that otherwise meet these requirements will be credited as of the next Business Day.
  - b. **Online.** Payments may be made online using [www.unicorncreditcard.com](http://www.unicorncreditcard.com). These online payments will be credited as of the date received if the payment is in U.S. dollars and drawn on a U.S. financial institution. However, payments received on a non-Business Day or after 5 pm Eastern Time on a Business Day but that otherwise meet these requirements will be credited as of the next Business Day.
  - c. **Delay in Crediting and Available Credit.** We may reject or delay crediting payments that do not follow the instructions in this Section 4. For example, there may be a delay of up to five (5) days in crediting a payment by mail if it is received at an address other than the address we specify for payments on your monthly statement or if it is received without the required payment stub. Your available credit may not reflect the effect of your payment for up to 15 days after we have credited a payment to your Account.
5. **Electronic Check Conversion.** Each time you send a check as payment, you authorize us either to use information from your check to make a one-time electronic funds transfer from the account on which the check is drawn or at our option to process the payment as a check transaction. Funds may be withdrawn from your bank account as early as the date your check is received and you will not receive your check back from your financial institution. If we cannot process the electronic fund transfer, or if it is returned to us, you authorize us to reinitiate the electronic fund transfer from your bank account. Alternatively, we may at our option present the original check or a substitute check, draft or similar negotiable instrument to obtain payment. If you have questions about electronic check conversion, you may telephone us at the customer service number located on the front of your monthly statement, or write to us at the address for Billing Inquiries and Correspondence located on the front of your monthly statement.

**G. Unauthorized Use and Liability for Use of Your Account.**

1. **Unauthorized Use of Your Account, Lost or Stolen Cards or Account Numbers.** If any Card, Account number, or other device used to access your Account is lost or stolen, or if you think someone used or may use any of them without your permission, including use on a Mobile Device, notify us AT ONCE by calling the customer service number located on the front of your monthly statement. You agree that we may close your Account to new Transactions, change your Account number(s) and/or issue you a new Card(s) with a different Account number(s) if we have been notified of the possible loss, theft or unauthorized use. If we do this, you must notify anyone you have authorized to submit and post charges to your Account of your new Account number(s). Do not use your former Card or Account number after you notify us, even if your former Card is later found or returned.

You will not be liable for more than \$50 for unauthorized use that occurs before you notify us of the loss, theft, or possible

unauthorized use and you will not be liable for any unauthorized use of your Account that occurs after you notify us of the loss, theft, or possible unauthorized use of your Card or Account number. We may require you to provide certain information in writing to help us find out what happened. You also must identify for us any charges on your monthly statement that were not made by you, or someone authorized by you, and from which you received no benefit.

2. **Your Liability for Persons Using Your Account.** You are liable for: (a) any Transactions made by you or an Authorized User on your Account; (b) any Transactions made by persons you allow to use your Account by providing access to any Card, Account number, any other credit device, or any other information that would enable a person to conduct Transactions that result in any charges to your Account; and (c) any Interest and Fees resulting from such use. These Transactions are subject to all terms of this Agreement. You are liable for all of these Transactions including, but not limited to, Transactions for which you may not have intended to be liable, and Transactions which cause your total outstanding balance to exceed the Credit Limit.

#### 4. **INTEREST.**

- A. **Annual Percentage Rates (APRs).** The Annual Percentage Rate or “APR” is a rate, shown as a percentage, used to calculate Interest on your Account. We use different APRs for Purchases and Cash Advances. We use a Daily Periodic Rate, with a corresponding APR, to calculate Interest on your Account. To get the Daily Periodic Rate we divide the APR by 365. You can find your initial variable APR and Daily Periodic Rate for Purchases and your fixed APR and Daily Periodic Rate for Cash Advances in the Important Disclosures, which are part of this Agreement. The APRs for Purchases vary with the market, based on the U.S. Prime Rate.
- B. **Variable APRs.** The APRs for Purchases vary with the market and therefore are considered variable APRs. We calculate variable APRs for Purchases by adding a percentage, called a “Margin,” to an Index. The applicable Index rate for a given Billing Cycle is the highest U.S. Prime Rate published in the Consumer Money Rates section of *The Wall Street Journal* on the last publication day of the calendar month that precedes such Billing Cycle (the “Determination Date”).

The APR may increase or decrease at the beginning of each Billing Cycle if the Index rate has changed in the preceding month. Once we determine the applicable Index rate, we then add your Margin(s) to the Index rate to determine the APR(s) that will apply to the applicable Billing Cycle. Any change in the variable APR(s) will take effect beginning on the first day of the Billing Cycle. For example, if a Billing Cycle begins on February 1st, the Determination Date for that Billing Cycle is January 31st. We use the Index rate from January 31st and then add your Margin(s) to determine the APR(s) that will apply to the Billing Cycle that begins on February 1st.

Any new variable APR will apply to existing balances and new Transactions to which that variable APR applies. If a variable APR increases, you will pay a higher interest charge and may pay a higher Total Minimum Payment Due. If *The Wall Street Journal* stops publishing the U.S. Prime Rate, we may, in our discretion, substitute another interest rate index as the Index. You can find the Margin used for your Purchases APR and the U.S. Prime Rate used for your initial Purchases APR in the Important Disclosures included as part of this Agreement.

- C. **Paying Interest; Grace Period on Purchases.** Interest accrues beginning on the date of the Transaction. We will not charge you any Interest on Purchases if you pay your entire New Balance by the Payment Due Date each Billing Cycle. We call a Billing Cycle without Interest on Purchases a “Grace Period.” You cannot avoid Interest on Cash Advances by paying the New Balance in full by the Payment Due Date. Your Payment Due Date is at least 25 days after the close of each Billing Cycle.
- D. **Calculating Interest.** We calculate Interest for a Billing Cycle by multiplying the Balance Subject to Interest Rate for each Balance Type (Purchases or Cash Advances) by its applicable Daily Periodic Rate and the number of days in the Billing Cycle. The total Interest for a Billing Cycle is the sum of the Interest for each Balance Subject to Interest Rate.
- E. **Balances Subject to Interest Rates: Average Daily Balance Method (Including New Transactions).** For each Balance Type, whether Purchases or Cash Advances, the Balance Subject to Interest Rate is the Average Daily Balance for the Balance Type. The Average Daily Balance for a Billing Cycle equals the sum of the daily Purchases or Cash Advances balances, as applicable, for each day of the Billing Cycle, divided by the number of days in the Billing Cycle. However, the daily balance is never less than \$0. Also, for Billing Cycles in which a Grace Period applies, the Average Daily Balance for Purchases for that Billing Cycle is \$0.

1. We get each day’s Cash Advances balance as follows:

- a. For each day, we start with the previous day’s Cash Advances balance, if any.
- b. We add any new Cash Advances and subtract any payments or credits applied to Cash Advances as of that day. This

means that a Cash Advance taken on one day and repaid the same day will never be reflected in any Cash Advances balance and will never give rise to Interest.

2. We get each day's Purchases balance as follows:

- a. For each day, we start with the prior day's Purchases balance, if any.
- b. As of the first day of the Billing Cycle, if the immediately preceding Billing Cycle was a Grace Period we retroactively subtract all payments and credits applied to Purchases and posted by the Payment Due Date in such Billing Cycle.
- c. For each day in the Billing Cycle (including the first day of the Billing Cycle), we add any new Purchases posted to your Account and subtract any payments or credits applied to Purchases as of that day. However, we do not subtract a second time any payments or credits that have already been subtracted in step (b) above.

**F. When We Start Charging Interest.**

1. On each Cash Advance, we will begin charging Interest on the Transaction date of such Cash Advance.
2. On each Purchase, we charge Interest from the post date on your Periodic Statement unless the Purchase posts during a Grace Period. If the Purchase posts during a Grace Period but the next Billing Cycle is not a Grace Period, we start charging Interest as of the first day of that next Billing Cycle on the portion of the Purchase, if any, that is not paid by the Payment Due Date in that Billing Cycle. We do not charge Interest on any Purchase that is made during a Grace Period and paid in full by the Payment Due Date in the next Billing Cycle.

**G. Treatment of Fees and Interest; No Compounding.** We do not charge Interest on Fees or Interest. We do not include Fees or Interest in Purchases or Cash Advances balances.

**H. NOTICE TO COVERED BORROWERS UNDER THE MLA - Statement of MAPR:** Federal law provides important protections to members of the Armed Forces and their dependents ("Covered Borrowers") relating to extensions of consumer credit. In general, the cost of consumer credit to a Covered Borrower may not exceed an Annual Percentage Rate of 36 percent. This rate must include, as applicable to the credit transaction or account: (1) the costs associated with credit insurance premiums; (2) fees for ancillary products sold in connection with the credit transaction; (3) any application fee charged (other than certain application fees for specified credit transactions or accounts); and (4) any participation fee charged (other than certain participation fees for a credit card account). **Oral Disclosures.** Before signing this Agreement, in order to hear important disclosures and payment information about this Agreement, please contact us at 1-877-211-2551 for information and disclosures on protections offered to you under the Military Lending Act.

5. **FEES.** You agree to pay the Fees described below whenever applicable.

**A. No Annual Fee.** We will not charge you Annual Fees or other participation fees.

**B. No Transaction Fees.**

1. **No Cash Advance Fees.** We will not charge you Transaction Fees on Cash Advances.
2. **No Foreign Transaction Fee.** We will not charge you Transaction Fees on Foreign Transactions.

**C. Late Payment Fee.** We may charge you a Late Payment Fee if we do not receive at least your Total Minimum Payment Due on or before its Payment Due Date. The Late Payment Fee is \$25, provided, however, that the Late Payment Fee will not exceed the Total Minimum Payment Due immediately prior to assessment of the Fee.

**D. Returned Payment Fee.** We may charge you a Returned Payment Fee if a payment on your Account is returned for any reason. The Returned Payment Fee is \$25, provided, however, that the Returned Payment Fee will not exceed the Total Minimum Payment Due immediately prior to assessment of the Fee and will not exceed the amount of the payment being returned. Also, we will not charge you more than a single Returned Payment Fee and/or Late Payment Fee with respect to the same Minimum Payment Due. If any payment is returned unpaid, we may resubmit it to your bank. Your bank may charge its own overdraft or non-sufficient funds fees in connection with returned payments.

**E. Incidental Fees.**



1. **Replacement Card Fee.** We may charge you up to a \$20 Card Re-Issue Fee for each replacement Card we provide in such calendar year.
2. **Paper Statement Fee.** We may charge you a Paper Statement Fee of \$25 each time you request and we provide you with a paper copy of any monthly statement unless the request is made in connection with a written notice of a billing error. We will donate the Paper Statement Fee to the National Forest Foundation.
3. **Additional Fees.** We may charge additional Fees for separate services we provide you, in accordance with applicable law.

## 6. **DEFAULT.**

### A. **Actions that Trigger Default.** You will be in default of this Agreement if:

1. you do not make any required Total Minimum Payment Due by the applicable Payment Due Date;
2. you allow the total outstanding balance on your Account to exceed your Credit Limit and fail to reduce the balance to your Credit Limit immediately upon our demand;
3. you violate any term of this Agreement;
4. you submit a payment that is returned for insufficient funds or any other reason;
5. you voluntarily file for any form of bankruptcy;
6. an involuntary bankruptcy action is filed against you;
7. you provide any false or misleading information to us at any time, whether in writing, electronically or verbally;
8. you fail to promptly provide information in response to any request we make;
9. you die or a court enters an order declaring you to be either temporarily or permanently mentally incapacitated or incompetent;
10. you are in default of, or terminate or cause to be terminated, any other agreement you have with us or any of our affiliates;  
or
11. you experience any deterioration of your creditworthiness as determined by us based on our risk policies and procedures.

### B. **Our Rights If You Default.** If you default under this Agreement, we may take any and all actions permitted by law including, but not limited to, requiring you immediately to pay the total outstanding balance on your Account, suspending your Account until such time as the total outstanding balance has been paid, permanently closing your Account or taking any other actions provided in this Agreement.

### C. **Collection Costs.** Subject to applicable law, you agree to pay us for all collection costs incurred if we refer your Account for collection to any attorney, collection agency, person or entity that is not our salaried employee. Collection costs include all amounts permitted by applicable law including, but not limited to, attorneys' fees, court costs, and collection agency fees.

## 7. **CLOSING OR SUSPENDING YOUR ACCOUNT.**

### A. **Our Right to Close or Suspend Your Account.** To the extent permitted by applicable law, we may close or suspend your Account at any time, in our sole discretion, for any reason or for no reason, and without prior notice. The closure or suspension of your Account does not relieve you of any responsibilities set forth in this Agreement. You will remain fully liable for the total outstanding balance on your Account, including all Transactions, Fees and Interest that accrued prior to closure or suspension and any that continue to accrue after your Account has been closed or suspended.

### B. **Your Right to Close your Account.** You may close your Account at any time by calling us at the customer service number located on the front of your monthly statement or writing to us at the address for Billing Inquiries and Correspondence located on the front of your monthly statement. Closing your Account does not relieve you of any responsibilities set forth in this Agreement. Specifically, you remain liable for the total outstanding balance on your Account, including all Transactions, Interest, and Fees that have accrued on your Account and any that accrue after your Account has been closed.

- C. Account Cannot Be Used After Closed.** Once your Account has been closed, neither you, nor any Authorized User(s), nor any person(s) you or any Authorized User permit to use your Account is allowed to use your Account for any Transaction. Once your Account is closed, you must: (1) destroy all Cards and any other credit devices on your Account of which you have possession or the ability to access; (2) permanently remove from every Mobile Device your Account number and any other Account information that has been stored, or downloaded, or which otherwise would permit you or any other person to make Transactions using your Account; (3) cause all Authorized Users to destroy any Cards and any other credit devices on your Account in their possession, and inform them that they must not attempt or make any further Transactions on your Account; (4) advise all persons you or any Authorized User allowed to use your Account, that they must not make or attempt to make any further Transactions on your Account; and (5) advise all third parties to whom you have given permission to make recurring charges on your Account that your Account is closed and they cannot make any future charges to your Account.

You bear sole liability for any legal, financial, or other consequences that may occur after your Account is closed, including the failure to have a recurring charge paid in a timely manner. We are not liable in any way for any legal, financial or other consequences that may occur as the result of closing your Account.

## **8. COMMUNICATIONS WITH YOU.**

- A. How We Communicate With You.** To the extent permitted by applicable law, you authorize us and our agents, assigns and service providers (collectively, the "Messaging Parties") to contact you using automatic telephone dialing systems, artificial or prerecorded voice message systems, text messaging or push notification systems and automated email systems to provide you with information about the Card, the Account and/or this Agreement, including information about upcoming payment dates, missed payments and returned payments. You authorize the Messaging Parties to make such contacts using any telephone numbers (including wireless, landline and VOIP numbers) or email addresses you supply to the Messaging Parties, including in connection with the Application, the Messaging Parties' servicing and/or collection of amounts you owe under this Agreement, or any other transaction involving you and the Messaging Parties. You understand that anyone with access to your telephone or email account may listen to or read the messages the Messaging Parties leave or send you, and you agree that the Messaging Parties will have no liability for any resulting loss of privacy. You further understand that, when you receive a telephone call, text message or email, you may incur a charge from the company that provides you with telecommunications, wireless and/or Internet services, and you agree that the Messaging Parties will have no liability for such charges except to the extent required by applicable law. You agree that this authorization constitutes a bargained for exchange. To the extent you have the right under applicable law to revoke this authorization, you agree you may do so only by mail to: Card Services, Attn: "TCPA Opt-Out," P.O. Box 63688, Philadelphia, PA 19147. To stop emails, you can follow the opt-out instructions included at the bottom of the Messaging Parties' emails. If any telephone number you have provided to the Messaging Parties changes, or if you cease to be the owner, subscriber or primary user of any such telephone number, you agree to immediately give us notice of such facts so we can update their records. You understand and agree that, subject to applicable law, the Messaging Parties may monitor and/or record any of your telephone conversations with any of their representatives, but they are not required to do so.

- B. Notices Concerning Your Account.** You agree that we may send any and all required notices concerning your Account to the physical address provided to us as your billing address. In addition, if you agree to email notifications, then we may send any and all required notices to any email address you provide to us. Any notices we send to you, to your email or billing address, will be deemed sent upon mailing.

- 9. INFORMATION SHARING.** You authorize us to collect information about you as permitted by applicable law. We collect information from credit reporting agencies and other third parties that have financial information about you. You authorize us to share your Account information about you and any Authorized User(s) with our affiliates and third parties including credit reporting agencies. Please see our Privacy Policy, which is included in your Account opening material. It describes the reasons WSFS Bank can share its customers' personal information.

## **10. MISCELLANEOUS.**

- A. Account Benefits.** We may offer you, directly and/or through a third party, certain rewards, benefits, and services with your Account, as outlined in benefits brochures or other documents and internet web sites. For example, certain eligible purchases charged with a VISA® Card may be eligible for certain benefits or services through VISA U.S.A. Inc. (or its affiliates). Any benefits or services we make available through third parties (including without limitation VISA U.S.A. Inc.) are not a part of this Agreement, but are subject to the terms and restrictions outlined in the applicable benefits brochures or other documents or internet web sites provided or made available to you from time to time. You agree that we may give information about you, any Authorized User, and your Account, to any third party reasonably needing the information to provide you with such benefits or services. You also agree that to the extent permitted by applicable law, we or any third party providing any Account-related benefits or services may change, add, or delete benefits or services at any time without notice to you.

- B. Enforcing this Agreement; Severability.** We may delay or waive enforcing any of our rights or exercising any of our remedies under this Agreement or under applicable law without losing any of those rights or remedies. Even if we do not enforce our rights or exercise our remedies at any one time, we may enforce or exercise them at a later time. Except as set forth in the Arbitration Clause (Exhibit A), if any provision of this Agreement is found to be invalid or unenforceable, it shall not affect or impair the validity and enforceability of all remaining provisions of this Agreement.
- C. Headings.** We use headings in this Agreement for convenience and organization. They are for reference purposes only and do not impact the meaning of the provisions.
- D. Assignment; Sale of Account.** We may at any time, and without notice to you, sell, assign or transfer your Account, any amounts due on your Account, this Agreement, or our rights or obligations under your Account or this Agreement to any person or entity. The person or entity to whom we make any such sale, assignment or transfer shall be entitled to all of our rights and shall assume our obligations under this Agreement, to the extent sold, assigned or transferred. You may not sell, assign or transfer your Account or any of your rights or obligations under this Agreement.
- E. Evidence.** You agree that we may use a copy, microfilm, microfiche or digital image of any monthly statement or other document to prove what you owe us and that the copy, microfilm, microfiche or digital image will have the same validity as the original.
- F. Entire Agreement.** This Agreement is the entire agreement between you and us relating to your Account. This Agreement replaces any prior agreement relating to your Account. In the event of a conflict between this Agreement (including the other documents that are part of this Agreement) and any other document, this Agreement will control unless otherwise expressly provided in the other document.
- G. Cardholder.** Your name, address and signature (including any electronic or digital signature) and the date on any application or solicitation or on any sales slip or other evidence of indebtedness on your Account represent your name, address and signature and the date on this Agreement.
- H. Notice and Cure.** Before starting a lawsuit or arbitration regarding a legal dispute or claim relating to this Agreement or the Account (as more fully defined in the Arbitration Clause, a “Claim”), the party asserting the Claim (the “Claimant”) must give the other party (the “Defending Party”) written notice of the Claim (a “Claim Notice”). The Claim Notice must explain in reasonable detail the nature of the Claim, any supporting facts and the relief that is demanded. If we are the Claimant, we must send the Claim Notice to you to the address or email address for you maintained in our records. If you are the Claimant, you or an attorney you have personally hired must send the Claim Notice to UNICORN Credit Card Services, P.O. Box 63688, Philadelphia, PA 19147 (or such other address as we subsequently provide you). You (or your attorney) must provide your full name, the last five digits of your Account number and a phone number where you (or your attorney) can be reached. An attorney sending a Claim Notice on your behalf must attach a writing signed by you to the Claim Notice, explicitly authorizing the attorney to act on your behalf. Once a Claim Notice is sent, the Claimant must give the Defending Party a reasonable opportunity over the next 30 days to resolve the Claim on an individual basis. The Claimant must reasonably cooperate in providing any information about the Claim that the Defending Party reasonably requests.

## ARBITRATION CLAUSE—EXHIBIT A

We have put this Arbitration Clause (“Clause”) in question and answer form to make it easier to understand. However, this Clause is part of this Agreement and is legally binding. For purposes of this Clause, our Notice Address is: UNICORN Credit Card Services, Attention: Legal, P.O. Box 63688, Philadelphia, PA 19147.

### Background and Scope.

<u>Question</u>	<u>Short Answer</u>	<u>Further Detail</u>
<b>What is arbitration?</b>	<b>An alternative to a court case</b>	In arbitration, a third-party arbitrator (“TPA”) resolves “Claims” (as defined below) in a hearing. It is less formal than a court case.
<b>Is it different from court and jury trials?</b>	<b>Yes</b>	The hearing is private. There is no jury. It is usually less formal, faster and less expensive than a lawsuit. Pre-hearing fact finding (called “discovery”) is limited. Appeals are limited. Courts rarely overturn arbitration awards.
<b>Can you opt-out of this Clause?</b>	<b>Yes, within 60 days</b>	If you do not want this Clause to apply, you must send us a signed notice within 60 calendar days after you agree to this Agreement. You must send the notice in writing (and not electronically) to our Notice Address, Attn. Arbitration Opt-Out Notice. Provide your name, address and date. State that you “opt out” of the arbitration clause.
<b>What is this Clause about?</b>	<b>The parties' agreement to arbitrate Claims</b>	Unless you are a member of the Armed Forces or a dependent of such a member, protected by the MLA (a “Covered Borrower”) or unless you opt out, you and we agree that any party may elect to arbitrate or require arbitration of any “Claim” as defined below.
<b>Who does the Clause cover?</b>	<b>You, us, and certain “Related Parties”</b>	This Clause governs you, us and our “Related Parties”: (1) our parents, subsidiaries and affiliates; (2) employees, directors, officers, shareholders, members and representatives of ours or such other entities; and (3) any person or company that is involved in a Claim you pursue at the same time you pursue a related Claim against the Bank. <b>However, this Clause does not apply if you are a Covered Borrower.</b>
<b>What Claims does the Clause cover?</b>	<b>All Claims (except certain Claims about this Clause)</b>	This Clause governs all “Claims” that would usually be decided in court and are between the Bank or any Related Party and you. In this Clause, the word “Claims” has the broadest reasonable meaning. It includes contract and tort (including intentional tort) claims and claims under constitutions, statutes, ordinances, rules and regulations. It includes all claims even indirectly related to the Card or Account, your application for the Account, this Agreement or our relationship with you. It includes claims related to collections, privacy and customer information. It includes claims related to the validity in general of this Agreement. <b>However, it does not include Claims about the validity, coverage or scope of this Clause or any part of this Clause. All such Claims are for a court and not the TPA to decide.</b>
<b>Who handles the arbitration?</b>	<b>Usually AAA or JAMS</b>	Arbitrations are conducted under this Clause and the rules of the arbitration company in effect at the time the arbitration is commenced. However, arbitration rules that conflict with this Clause do not apply. The arbitration company will be either: <ul style="list-style-type: none"> <li>• The American Arbitration Association (“AAA”), 1633 Broadway, 10th Floor, New York, NY 10019, <a href="http://www.adr.org">www.adr.org</a>.</li> <li>• JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, <a href="http://www.jamsadr.com">www.jamsadr.com</a>.</li> </ul>

<u>Question</u>	<u>Short Answer</u>	<u>Further Detail</u>
		<ul style="list-style-type: none"> <li>Any other company picked by agreement of the parties.</li> </ul> <p>If all the above options are unavailable, a court will pick the arbitration company. <b>No arbitration brought on a class basis may be administered without our consent by any arbitration company that would permit class arbitration under this Clause.</b> The TPA will be selected under the arbitration company's rules. However, the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.</p>
<b>Can Claims be brought in court?</b>	<b>Sometimes</b>	You or we may bring a lawsuit if the other party does not demand arbitration. We will not demand arbitration of any lawsuit you bring as an individual action in small-claims court. However, we may demand arbitration of any appeal of a small-claims decision or any small-claims action brought on a class basis.
<b>Are you giving up any rights?</b>	<b>Yes</b>	<p><b>For Claims subject to this Clause, you give up your right to:</b></p> <ol style="list-style-type: none"> <li><b>Have juries decide Claims.</b></li> <li><b>Have courts, other than small-claims courts, decide Claims.</b></li> <li><b>Serve as a private attorney general or in a representative capacity.</b></li> <li><b>Join a Claim you have with a Claim by other consumers.</b></li> <li><b>Bring or be a class member in a class action or class arbitration.</b></li> </ol> <p><b>We also give up the right to a jury trial and to have courts decide Claims you wish to arbitrate.</b></p>
<b>Can you or another consumer start class arbitration?</b>	<b>No</b>	<b>The TPA is <u>not</u> allowed to handle any Claim on a class or representative basis.</b> All Claims subject to this Clause must be decided in an <b>individual</b> arbitration or an individual small-claims action. This Clause will be void if a court rules that the TPA can decide a Claim on a class basis and the court's ruling is not reversed on appeal.
<b>What happens if part of this Clause cannot be enforced?</b>	<b>It depends.</b>	<p>If any portion of this Clause cannot be enforced, the rest of this Clause will continue to apply, except that:</p> <p>(A) If a court rules that the TPA can decide a Claim on a class or other representative basis and the court's ruling is not reversed on appeal, only this sentence will apply and the remainder of this Clause will be void. <b>AND</b></p> <p>(B) If a party brings a Claim seeking public injunctive relief and a court determines that the restrictions in this Clause prohibiting the TPA from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties agree to request that the court stay the Claim for public</p>

<u>Question</u>	<u>Short Answer</u>	<u>Further Detail</u>
		injunctive relief until the arbitration award pertaining to individual relief has been entered in court.  <b>In no event will a Claim for class relief or public injunctive relief be arbitrated.</b>
<b>What law applies?</b>	<b>The Federal Arbitration Act (“FAA”)</b>	This agreement involves interstate commerce. Thus, the FAA governs this Clause. The TPA must apply substantive law consistent with the FAA. The TPA must honor statutes of limitation and privilege rights. Punitive damages are governed by the constitutional standards that apply in judicial proceedings.
<b>Will anything you do make this Clause ineffective?</b>	<b>No</b>	This Clause stays in force even if: (1) this Agreement ends; or (2) we transfer or assign our rights under this Agreement.

#### Process.

<u>Question</u>	<u>Short Answer</u>	<u>Further Detail</u>
<b>What must a party do before starting a lawsuit or arbitration?</b>	<b>Send a written Claim Notice and work to resolve the Claim</b>	Before starting a lawsuit or arbitration, the Claimant must comply with Section 10-I of this Agreement, captioned “Notice and Cure.”
<b>How does arbitration start?</b>	<b>Mailing a notice</b>	If the parties do not reach an agreement to resolve the Claim within 30 days after notice of the Claim is received, the Complaining Party may start a lawsuit or arbitration, subject to the terms of this Clause. To start arbitration, the Complaining Party picks the arbitration company and follows the arbitration company's rules. If one party starts or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party starts a lawsuit on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop.
<b>Will any hearing be held nearby?</b>	<b>Yes</b>	The TPA may decide that an in-person hearing is unnecessary and that he or she can resolve a Claim based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you.
<b>What about appeals?</b>	<b>Very limited</b>	Appeal rights under the FAA are very limited. The TPA's decision will be final and binding, except for any FAA appeal right. Any appropriate court may enter judgment upon the arbitrator's award.
<b>Do arbitration awards affect other disputes?</b>	<b>No</b>	No arbitration award involving the parties will have any impact as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have any impact in an arbitration between the parties to this Clause.

## Arbitration Fees and Awards.

<b><u>Question</u></b>	<b><u>Short Answer</u></b>	<b><u>Further Detail</u></b>
<b>Who bears arbitration fees?</b>	<b>Usually, we do</b>	We will pay all filing, administrative, hearing and TPA fees if you act in good faith, cannot get a waiver of such fees and ask us to pay.
<b>When will we cover your legal fees and costs?</b>	<b>If you win</b>	If you win an arbitration, we will pay your reasonable fees and costs for attorneys, experts and witnesses. We will also pay these amounts if required under applicable law or the arbitration company's rules or if payment is required to enforce this Clause. The TPA shall not limit his or her award of these amounts because your Claim is for a small amount.
<b>Will you us for arbitration or attorneys' fees?</b>	<b>Only for bad faith</b>	The TPA can require you to pay fees incurred by us if (and only if): (1) the TPA finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Clause invalid.
<b>Can a failure to resolve a Claim informally result in a larger recovery for you?</b>	<b>Yes</b>	You are entitled to an arbitration award of at least \$5,000 if: (1) you give us notice of a Claim on your own behalf (and not on behalf of any other party) and comply with all of the requirements of this Clause (including the requirements described in response to the question reading "What must a party do before starting a lawsuit or arbitration?"); and (2) the TPA awards you money damages greater than the last amount you requested at least ten days before the arbitration commenced. This is in addition to the attorneys' fees and expenses (including expert witness fees and costs) to which you are otherwise entitled. This \$5,000 minimum award is a single award that applies to all Claims you have raised or could have raised in the arbitration. Multiple awards of \$5,000 are not contemplated by this Clause. Settlement demands and offers are strictly confidential. They may not be used in any proceeding by either party except to justify a minimum recovery of \$5,000.
<b>Can an award be explained?</b>	<b>Yes</b>	A party may request details from the TPA, within 14 days of the ruling. Upon such request, the TPA will explain the ruling in writing.

## ADDITIONAL NOTICES AND DISCLOSURES—EXHIBIT B

### 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 Periodic Statement

If you think there is an error on your statement, please call us at the toll-free number on the back of your card or write to us at:

Card Services  
P.O. Box 63688  
Philadelphia, PA 19147

In your letter, give us the following information:

- Card 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, please call us at the toll-free number on the back of your card or write to us at:

Card Services  
P.O. Box 63688  
Philadelphia, PA 19147

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.

### **State Notices**

***Notice to California Residents:*** Married applicants may apply for a separate account(s).

***Notice to Delaware and Oregon Residents:*** Service charges not in excess of those permitted by law will be charged on the outstanding balance from month to month. You may pay more than the minimum payment due, up to your entire balance, at any time.

***Notice to New York Residents:*** New York Residents may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods. New York State Department of Financial Services: 1-800-342-3736 or <http://www.dfs.ny.gov>.

***Notice to 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.

***Notice to Rhode Island and Vermont Residents:*** A consumer credit report may be ordered in connection with this application, or subsequently for purposes of review or collection of the Account, increasing the credit line on the Account, or other legitimate purposes associated with the Account. If you are a Vermont resident, you consent to the obtaining of such reports by signing or otherwise submitting a credit application.

***Notice to Married Wisconsin Residents:*** No provision of any marital property agreement, unilateral statement under Section 766.59 of the Wisconsin Statutes or court decree under Section 766.70, adversely affects the Interest of the creditor, WSFS Bank, unless WSFS Bank, prior to the time of the credit is granted, is furnished a copy of that agreement, statement or decree, or has actual knowledge of the adverse provision when the obligation to WSFS Bank is incurred. **YOU PROMISE IF YOU ARE MARRIED, CREDIT EXTENDED UNDER THIS ACCOUNT WILL BE INCURRED IN THE INTEREST OF YOUR MARRIAGE OR FAMILY.** Married applicants must provide their Social Security number and address and their spouse's name and address to UNICORN Credit Card Services, P.O. Box 63688, Philadelphia, PA 19147. If the card for which you are applying is granted, you will notify WSFS Bank if you have a spouse who needs to receive notification that credit has been extended to you.

<b>FACTS</b>			<b>WHAT DOES WSFS Bank DO WITH YOUR PERSONAL INFORMATION?</b>
<b>WHY?</b>	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.		
<b>WHAT?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• Account balances and transaction history</li> <li>• Credit history and credit scores</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>		
<b>HOW?</b>	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 WSFS Bank chooses to share; and whether you can limit this sharing.		
<b>Reasons we can share your personal information</b>		<b>Does WSFS Bank share?</b>	<b>Can you limit this sharing?</b>
For our everyday business purpose—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		No	We don't share
For our affiliates' everyday business purposes—information about your transactions and experiences		Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness		No	We don't share
For nonaffiliates to market you		No	We don't share
<b>Questions?</b>	Call toll free 1-888-WSFSBANK or go to <a href="http://www.wsfsbank.com">www.wsfsbank.com</a>		

**Who we are**

<b>Who is providing this notice?</b>	Wilmington Savings Funds Society, FSB (WSFS Bank).
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**What we do**

<b>How does WSFS Bank protect my personal information?</b>	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.
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WSFS Bank is committed to security and accuracy of personally identifiable data and has taken precautions to protect this information from loss, misuse or alteration.

<b>How does WSFS Bank collect my personal information?</b>	We collect your personal information, for example, when you:
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- Open an account or deposit money
- Apply for a loan or credit card
- Pay your bills
- Use your credit or debit card

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only:
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- Sharing for affiliates' everyday business purposes-information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for non-affiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

**Definitions**

<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and non-financial companies.
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- *Our affiliates include companies with a WSFS name and financial companies such as investment advisory firms.*

<b>Non-affiliates</b>	Companies not related by common ownership or control. They can be financial and non-financial companies.
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- *WSFS Bank does not share with non-affiliates so they can market to you.*

<b>Joint Marketing</b>	A formal agreement between non-affiliated financial companies that together market financial products or services to you.
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- *WSFS Bank doesn't jointly market.*

**Other important information**