



# Retail Business Account Application

19034

### Type of Business

- C-Corp
- S-Corp
- Government
- Sole Proprietor
- Partnership
- Nonprofit

### Gross Annual Sales/Revenues

- Less Than \$50,000
- \$100,001 - \$250,000
- \$500,001 - \$5,000,000
- \$50,000 - \$100,000
- \$250,001 - \$500,000
- \$5,000,000 +

## SECTION 1

Authorized Account User #1

Authorized Account User #2

Process your application with a Personal Guaranty? If Yes, complete sections 2 and 3.

Process your application by a Business Tax ID? If Yes, complete section 2.

## SECTION 2 -- Business Details

Your Company's Full Legal Name

Account Contact Person

DBA

Business/Work Phone Year In Bus. Since

Street Address (No P.O. Box)

Federal Tax ID Number # of Employees

City State ZIP

Nature of Business

**Signature of Company's Authorized Representative:** By signing this application on behalf of your business, you are asking Synchrony Bank ("SYNCB") to issue you a SYNCB Business Revolving Credit Card Account ("Account"). You agree that if your business is not approved for the Account, or if your business is approved for an amount less than the Estimated Sale Amount below, SYNCB may use the information in this application to consider your business for an installment loan from SYNCB to purchase a qualifying product from the manufacturer sponsor and dealer ("Dealers"). An installment loan may be offered to your business instead of, or in addition to, the Account. By signing below you also represent that your business is a valid business entity; **that all purchases made on this Account, if approved, will be for purposes other than personal, family, or household use;** & that you are an authorized representative of the business with authority to enter into contractual agreements. On behalf of the business, you certify that all information provided in this Application is complete & accurate, you agree to be bound by the terms of the governing credit agreement, & you authorize us to obtain information about you personally (whether or not you have personally guaranteed the Account) & your business from credit reporting agencies & other sources we deem appropriate in considering this Application & subsequently for purposes of updates, renewals, or extensions of credit granted as a result of this Application or in reviewing or collecting the Account. If your business is not approved for the Account, or if your business is approved for an amount less than the Estimated Sale Amount, you authorize SYNCB to obtain a second report from consumer reporting agencies to consider you for its installment loan product. You also understand that credit on this Account, once approved, will be extended by SYNCB, & that there is no binding contract between us until SYNCB approves & accepts this Application. The undersigned acknowledges receipt of a copy of the SYNCB Business Revolving Credit Card Account Agreement and understands and agrees that the attached Agreement does not apply to the installment loan product. If your business is approved for an installment loan product from SYNCB, you will be provided with a separate application to sign and an agreement containing the required disclosures, terms and conditions of the loan. You consent to SYNCB, and any other owner or servicer of your account, contacting you about your account, including through text messages, automatic telephone dialing systems and/or artificial or prerecorded voice calls for informational, servicing or collection related communications, as provided in the Address/Phone Change and Consent To Communications provisions of the SYNCB Credit Card agreement ("Agreement"). You also agree to update your contact information. **Federal law requires SYNCB to obtain, verify, & record information that identifies applicants when opening an account. SYNCB will use applicant's name, address, date of birth, taxpayer identification number & other information for this purpose. If a P.O. Box is provided in section 2, we will need a personal guarantor as a contact person. PLEASE SEE NEXT PAGE FOR RATES, FEES & OTHER COST INFORMATION & READ THE ATTACHED AGREEMENT.**  CHECK HERE if you want to only be considered for the Account. Please ask your Dealer for more information about the installment loan product before signing this application.  (Print) (Title)

Signer must be an officer, owner, or agent of business or entity & must be authorized to enter into contracts on behalf of business or entity.

## SECTION 3 -- Personal Guaranty

First Name M. Initial Last Name

Do You:  Own  Rent  Other  
(✓ One)

Home Street Address (No P.O. Box)

City State Zip Monthly Net Income From All Sources\* Your % of Ownership

Social Security Number/Individual Tax Identification Number Home Phone Birth Date Month Day Year

\*NOTE: Alimony, child support or separate maintenance income need not be included unless relied upon for credit. You may include the monthly amount that you have available to spend from your assets.

**PERSONAL GUARANTY:** In consideration of SYNCB financing purchases by buyer, the undersigned guarantor hereby agrees to unconditionally, absolutely & irrevocably personally guarantee payment of all amounts due under, & the performance under the terms of, the Agreement, & further agrees to pay the total balance due on the account opened pursuant to the Agreement upon demand, without requiring SYNCB to proceed first to enforce payment against the buyer also liable on this account, in the event of any default under the Agreement that governs the account. The undersigned hereby waives any notices regarding the Agreement or this guaranty, & agrees that this guaranty shall be applicable until the Agreement has terminated & all amounts due thereunder shall have been paid in full. The undersigned guarantor agrees that SYNCB may report the undersigned's liability for & the status of the account to credit bureaus & others who may lawfully receive such information. The undersigned guarantor agrees that personal credit history of the undersigned guarantor may be used in making credit decisions & consumer reports on the undersigned guarantor may be obtained from time to time. Direct inquiries of employers and businesses where the undersigned guarantor maintains accounts may also be made. You consent to SYNCB, and any other owner or servicer of your account, contacting you about your account, including through text messages, automatic telephone dialing systems and/or artificial or prerecorded voice calls for informational, servicing or collection related communications, as provided in the Address/Phone Change and Consent To Communications provisions of the SYNCB Credit Card agreement ("Agreement"). You also agree to update your contact information.

Signature of Guarantor: X

Date

## Merchant

Account Number Guarantor / Authorized Representative Type of ID Issuing State/Agency

19034

Store Number 5 3 4 8 1 2

Phone Number

Estimated Sale Amount



**SECTION I: RATES AND FEES TABLE  
BUSINESS REVOLVING ACCOUNT AGREEMENT**

<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>29.99%</b>
<b>Paying Interest</b>	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on non-promotional purchases if you pay your entire balance by the due date each month. We will begin charging interest on promotional purchases on the purchase date.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$2.00.
<b>Fees</b>	
<b>Penalty Fees</b>	
<ul style="list-style-type: none"> <li>• Late Payment</li> <li>• Returned Payment</li> </ul>	<p>Up to <b>\$41.</b></p> <p><b>\$30</b></p>

**How We Will Calculate Your Balance:** We use a method called “daily balance.” See your credit card account agreement for more details.

The information about the costs of the card described above is accurate as of May 1, 2022. This information may have changed after that date. To find out what may have changed, write to us at P.O. Box 965033, Orlando, FL 32896-5033. 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.

**SECTION II: RATES, FEES AND PAYMENT INFORMATION  
BUSINESS REVOLVING ACCOUNT AGREEMENT**

<b>How Interest Is Calculated</b>	
<b>Your Interest Rate</b>	We use a daily rate to calculate the interest on the balance on your account each day. The daily rate for purchases is the APR times 1/365. The daily rate for purchases is .08217% (APR 29.99%). Interest will be imposed in amounts or at rates not in excess of those permitted by applicable law.
<b>When We Charge Interest</b>	<p>We charge interest on your purchases from the date you make the purchase until you pay the purchase in full. See exceptions below.</p> <ul style="list-style-type: none"> <li>• We will not charge you interest during a billing cycle on any non-promotional purchases if:               <ol style="list-style-type: none"> <li>1. You had no balance at the start of the billing cycle; OR</li> <li>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.</li> </ol> </li> </ul> <p>We always charge interest on promotional purchases and their related fees from the date you make the purchase.</p> <ul style="list-style-type: none"> <li>• We will credit, as of the start of the billing cycle, any payment you make by the due date that we allocate to non-promotional purchases if:               <ol style="list-style-type: none"> <li>1. You had no balance at the start of the previous billing cycle; OR</li> <li>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.</li> </ol> </li> </ul>
<b>How We Calculate Interest</b>	<p>We figure the interest charge on your account separately for each balance type. We do this by applying the daily rate to the daily balance for each day in the billing cycle. A separate daily balance is calculated for the following balance types, as applicable: purchases and balances subject to different interest rates, plans or special promotions. See below for how this works.</p> <ol style="list-style-type: none"> <li>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. Debt cancellation fees, if any, and late payment or returned payment fees are treated as new purchases.</li> <li>2. How to get the daily interest amount: We multiply each daily balance by the daily rate that applies.</li> <li>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.</li> <li>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.</li> </ol> <p>We charge a minimum of \$2.00 of interest in any billing cycle in which you owe interest. Interest, as calculated above, is added as applicable to each balance type. Minimum interest charges in excess of the calculated interest are treated as new purchases.</p>

<b>How Fees Work</b>	
<b>Late Payment Fee</b>	<p>We will charge this fee if we do not receive the total minimum payment due on your account by 5 p.m. (ET) on the due date. This fee is equal to:</p> <ol style="list-style-type: none"> <li>1. \$30, if you have paid your total minimum payment due by the due date in each of the prior six billing cycles. OR</li> <li>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.</li> </ol> <p>The late payment fee will not be more than the total minimum payment that was due.</p>
<b>Returned Payment Fee</b>	<p>We will charge this fee if any check, other instrument, or electronic payment authorization you provide us in payment on your account, is not honored, returned unpaid or cannot be processed for any reason. This fee is equal to \$30. The returned payment fee will not be more than the amount permitted by applicable law.</p>

**Minimum Payment Calculation**

Your total minimum payment is calculated as follows.

The sum of:

- a. For the new balance shown on your billing statement (excluding any balance attributable to a special promotional purchase with a unique payment calculation), the greater of:
  - (i) \$50; or
  - (ii) 1/12th of the new balance shown on your billing statement; or
  - (iii) The sum of 1% of your new balance shown on your billing statement plus interest, late payment and fees charged in the current billing cycle; PLUS
- b. Any past due amounts; PLUS
- c. 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.

## SECTION III: STANDARD PROVISIONS BUSINESS REVOLVING 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.” “You” and “your” means the person or entity that signs the application or on whose behalf the application is signed. 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. No change to any term of this Agreement will affect your obligation or the obligation of any personal guarantor of this Agreement to pay, in full, all amounts owing under this Agreement or otherwise perform the terms and conditions of this Agreement or any related guaranty.

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

### HOW TO USE YOUR ACCOUNT/CARD

**Use Of Your Account.** You may use your account only for lawful purposes and as stated in this Agreement. You may use your account for purchases from dealers/merchants/retailers that accept the card. You agree that you may use your account only for purchases for commercial or business purposes, and not for personal, family or household purposes. You understand that important duties imposed upon us, and important rights conferred upon a consumer, pursuant to certain federal or state laws, will not apply to this account. You also understand that we will be unable to determine whether any given purchase conforms to this section of this Agreement. You agree that a breach by you of this section of this Agreement will not affect our right to enforce your promise to pay for the credit extended to you, including related charges, or to use any remedy legally available to us even if that remedy would not have been available had the account been established as a consumer credit account. You may not use your account to pay amounts you owe us on this account or on other accounts you have with us. These restrictions are for our benefit, and we are not responsible to you for enforcing them.

**You Promise To Pay.** You promise to pay us for all amounts owed to us under this Agreement. You may buy from dealer/merchant/retailer the merchandise (including any related services) described in the sales invoice(s) for the cash price(s) shown on such invoices. By signing the application, you have requested that we establish this business revolving credit card account for your business use and that we permit you to finance your purchase from the seller on credit under the terms of this Agreement. Any other terms set out in your purchase order or in any other or different form will not apply, even though such purchase order or other or different form may be submitted to or accepted by us in connection with a purchase. You understand that we will be unable to determine whether any given purchase charged on your account was in fact authorized by and for the benefit of the business in whose name the account is established. You agree that your promise to pay, as contained in this section of this Agreement, will apply to all purchases made by any of you whether or not the purchase was in fact authorized by and for the benefit of that business. Any person signing the application on behalf of a business attests that the business is a valid business entity or a qualified religious, educational, or other non-profit entity, or a governmental agency or instrumentality; and that the business has authorized (a) the execution of the application, and (b) the person signing the application to execute the application on its behalf.

**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 5 p.m. (ET) on the due date of each billing cycle. Payments received after 5 p.m. (ET) will be credited as of the next day. You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment. If you have a balance subject to interest, earlier payment may reduce the amount of interest you will pay. We may delay making credit available on your account in the amount of your payment even though we will credit your payment when we receive it.

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

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

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

### INFORMATION ABOUT YOU

**Your Credit Reports And Account Information.** The credit of your business and the personal credit of any individual signing the application, including any personal guarantor, may be used in making credit decisions. You, and any personal guarantor, authorize us to investigate your creditworthiness by requesting information and making whatever inquiries we consider necessary and appropriate (including obtaining information from third parties and requesting consumer reports from consumer reporting agencies) for the purpose of considering your application for this account and subsequently, in connection with any updates, renewals or extensions of credit or reviewing or collecting your account. You also authorize us to report information concerning you or your account, and any personal guarantor, including information about your, and any personal guarantor's, performance under this Agreement, to consumer reporting agencies and others who may properly receive such information.

**Address/Phone Change.** You represent that any phone number that you provide to us belongs to you and/or that you are authorized to provide that number. You also agree to tell us right away if you change your address or any phone number.

**Consent To Communications.** You consent to us, as well as any other owner or servicer of your account, contacting you through any channel of communication and for any purpose, as permitted by applicable law. For informational, servicing, fraud, or collection related communications, you agree that we may use the phone numbers that you provide to us to contact your cellular phone or wireless device with text messages, artificial or prerecorded voice calls, and calls made by an automatic telephone dialing system. Text frequency may vary and may be recurring. This consent applies even if you are charged for the call under your plan. You are responsible for any charges that may be billed to you by your communications carrier when we contact you. Message and data rates may vary. We and any carrier are not liable for delayed or undelivered messages. If you have questions, please call the number on the back of your card.

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

#### 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 Synchrony Bank, P.O. Box 965036, Orlando, FL 32896-5036. 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. If you send us correspondence about a disputed amount or payment, you must send it to the address for billing inquiries. We do not give up any rights under this Agreement if we accept a payment marked "payment in full" or given with any other conditions or limitations.**

**Unauthorized Use.** If your card is lost, stolen or used without your consent, call us immediately at 1-866-396-8254. 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. Except as we may agree in a signed writing, we do not give up any rights if, among other things, we release any personal guarantor responsible for your obligations under this Agreement without notifying you or any personal guarantor and without releasing you or any personal guarantor from your obligation to pay all amounts owing under this Agreement in full, or to otherwise perform the terms and conditions of this Agreement. You and any personal guarantor understand and agree that your obligation and the obligation of any personal guarantor to pay all amounts owing under this Agreement and otherwise to perform the terms and conditions of this Agreement and any related guaranty are absolute and unconditional.

#### RESOLVING A DISPUTE WITH ARBITRATION

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

- 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, dealers/merchants/retailers and/or any assignee, agent, or service provider of ours that collects amounts due on your account are intended beneficiaries of this Arbitration section and may enforce it in full (notwithstanding any state law to the contrary).
- This Arbitration section broadly covers claims, including counterclaims, based upon contract, tort, consumer rights, fraud and other intentional torts, negligence, constitution, statute, regulation, ordinance, common law and equity and claims for money damages and injunctive or declaratory relief, even if they arose before this section took effect. You may not sell, assign or transfer a claim.
- Examples of claims subject to arbitration are disputes about an account transaction, fees, charges or interest, the events leading up to the Agreement (such as any disclosures, advertisements, promotions or oral or written statements, warranties or representations made by us), an application for or denial of credit, any product or service provided by us or third parties in connection with the Agreement, credit reporting, benefit programs related to your account including any reward program, the collection of amounts due by our assignees, service providers, or agents and the manner of collection.
- However, we will not require you to arbitrate any individual case in small claims court or your state's equivalent court, so long as it remains an individual case in that court. Also, even if all parties have opted to litigate a claim in court, you or we may elect arbitration with respect to any claim made by a new party or any claim later asserted by a party in any related or unrelated lawsuit, including modifying an individual claim to assert a class, representative or multi-party claim. Arbitration may be requested at any time, even where there is a pending lawsuit, unless a trial has begun, or a final judgment entered.



5. Only a court will decide disputes about the validity, enforceability, coverage or scope of this Arbitration section or any part thereof. However, any dispute that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator to decide.
6. **NO CLASS ACTIONS.** IF EITHER YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT (A) TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER, OR (B) TO JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OF ANY OTHER PERSONS EXCEPT ACCOUNTHOLDERS ON YOUR ACCOUNT. THUS, YOU MAY NOT BRING CLAIMS AGAINST US ON BEHALF OF ANY ACCOUNTHOLDER WHO IS NOT AN ACCOUNTHOLDER ON YOUR ACCOUNT, AND YOU AGREE THAT ONLY ACCOUNTHOLDERS ON YOUR ACCOUNT MAY BE JOINED IN A SINGLE ARBITRATION WITH ANY CLAIM YOU HAVE.
7. **PROCEDURES.** The party who wants to arbitrate must notify the other party in writing. This notice can be given after the beginning of a lawsuit or in papers filed in the lawsuit. Otherwise, your notice must be sent to Synchrony Bank, Legal Operation, P.O. Box 29110, Shawnee Mission, KS 66201-5320, ATTN: ARBITRATION DEMAND. The party seeking arbitration must select either the American Arbitration Association (AAA), 120 Broadway, Floor 21, New York, NY 10271, www.adr.org, or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com, to administer the arbitration. If neither administrator can handle the dispute, a court with jurisdiction will appoint an arbitrator.
8. The arbitration administrator will appoint the arbitrator and will tell the parties what to do next. The arbitrator must be a lawyer with at least ten years of legal experience. The arbitrator must apply the same law, consistent with the Federal Arbitration Act (FAA), that would apply to an individual action in court, but may use different procedural rules. The arbitrator will apply the same statutes of limitation and privileges that a court would apply if the matter were pending in court.
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 Agreement, the administrator's rules or applicable law.
10. The arbitration will take place by phone or at a location reasonably convenient to you. If you ask, we will pay all the fees the administrator or arbitrator charges if you cannot obtain a waiver of fees from the administrator and are acting in good faith. We will pay arbitration costs required by the administrator's rules or that are necessary for this Arbitration section to be enforced. Notwithstanding the foregoing, you will be required to advance half of all administrative fees and arbitrator's fees (and to be responsible for payment of such fees to the extent not advanced) if you pursue arbitration as part of a group of similar arbitrations, or if you otherwise seek to participate in a mass arbitration proceeding. If an arbitrator already in process is later determined to be part of a mass arbitration proceeding, we shall have the right to request that the arbitrator order you to reimburse us for fees already paid or advanced.
11. **GOVERNING LAW.** This Arbitration section is governed by the FAA. Utah law shall apply to the extent state law is relevant under the FAA, unless otherwise stated herein. The arbitrator's award will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award.
12. **SURVIVAL.** This Arbitration section shall survive the repayment of all amounts owed, the termination, cancellation or suspension of the Agreement or your account or credit privileges, any legal proceeding, and any bankruptcy by you, to the extent consistent with applicable bankruptcy law. If this Arbitration section conflicts with the applicable arbitration rules or the other provisions of the Agreement, this Arbitration section shall govern.
13. **SEVERABILITY.** If any portion of this Arbitration section is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force with the following two exceptions. First, if a determination is made that the "No Class Actions" provision is unenforceable, and that determination is not reversed on appeal, then this Arbitration section shall be void in its entirety. Second, if a court determines that a public injunctive relief claim may proceed notwithstanding the "No Class Actions" provision, and that determination is not reversed on appeal, then the public injunctive relief claim will be decided by a court, and any individual claims will be arbitrated. The parties will ask the court to stay the public injunctive relief claim until the other claims have been finally concluded.
14. **HOW TO REJECT ARBITRATION.** You may reject this Arbitration section. If you do that, a court will resolve any dispute or claim. To reject this section, send us a notice within 45 days after you open your account or we first provided you with your right to reject this section. The notice must include your name, address, account number, and personal signature, and must be mailed to Synchrony Bank, P.O. Box 965012, Orlando, FL 32896-5012. This is the only way you can reject this section. Rejecting this Arbitration section will not affect any other provision of the Agreement. It will also not affect any prior arbitration agreement or dispute resolution provision between you and us, which will remain in full force and effect. If you don't reject this Arbitration section, it will be effective as of the date of the Agreement and will supersede any prior arbitration agreement between you and us that would otherwise be applicable.

## **SECTION IV: OTHER IMPORTANT INFORMATION BUSINESS REVOLVING ACCOUNT AGREEMENT**

### **STATE NOTICES**

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

**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.

**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 credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**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 965033, Orlando, FL 32896-5033.**

**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:**

A handwritten signature in black ink, appearing to read "B D D A", with a long horizontal stroke extending to the right.

Brian D. Doubles  
President and Chief Executive Officer  
Synchrony Bank