Business Visa® Credit Card Agreement

The following terms and conditions govern the use of Customer's credit account under the **Ent Credit Union Business Visa® Credit Card** program ("Account") and any card or other access device permitting its user to obtain extensions of credit from the Account ("Access Device") issued by Ent Credit Union ("Issuer"). In this Agreement, Issuer will be referred to as "we," "us" and "our," and Customer will be referred to as "you" and "your."

SECTION 18 OF THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION, WHICH PROVISION INCLUDES A WAIVER OF THE ABILITY OF THE PARTIES TO LITIGATE CLAIMS IN COURT, TO PARTICIPATE IN A CLASS ACTION, TO PARTICIPATE IN ANY REPRESENTATIVE ACTION, OR TO HAVE CLAIMS HEARD BY A JURY. AS SET FORTH IN THE ARBITRATION PROVISION, YOU MAY REJECT THE ARBITRATION PROVISION WITHOUT ANY EFFECT ON THE REMAINDER OF THIS AGREEMENT OR YOUR ABILITY TO MAINTAIN AN ACCOUNT OR USE THE CARD. THE ARBITRATION PROVISION WILL NOT APPLY TO ANY CUSTOMER WHO OPTS OUT IN ACCORDANCE WITH THE REQUIREMENTS OF THE ARBITRATION PROVISION.

1. PROMISE TO PAY; RESPONSIBILITY FOR ACCOUNT USE. By signing an application for an Account, permitting others to sign an application for an Account on your behalf, or using or permitting others to use any Access Device or Account number to transact on an Account, you accept these terms and conditions and assume responsibility for all credit extended through use of the Account. You promise to pay any amounts that become due as a result of use of the Account, except that your liability for unauthorized use will be limited as hereinafter provided or as required by applicable law.

2. AUTHORIZED USERS. At your request, we may issue additional Access Devices to individuals you have authorized to transact on your Account ("Authorized Users"). If you make such a request, you represent that any such individuals are your employees and will use Access Devices primarily for business purposes in connection with such employment. Authorized Users do not have separate accounts with us, but they can use your Account subject to the terms of this Agreement. You are responsible for the use of your Account by an Authorized User; and you must pay for all charges that an Authorized User makes even if the Authorized User fails to follow your instructions or otherwise uses the Account in a manner not authorized by you. You authorize us to give Authorized Users information about your Account and to discuss it with them. If you want to cancel an Authorized User's right to use your Account, cancel their Access Devices, and terminate any access the Authorized User may have to Account information, you must contact us by calling us at (800) 525-9623 (toll-free) or writing to us at Ent Credit Union, PO Box 15819, Colorado Springs, CO 80935-5819.

3. OWNERSHIP OF ACCESS DEVICES; NON-TRANSFERABILITY. Any Access Device remains our property and shall be surrendered upon our request. The Account and its privileges are not transferable by you (except as expressly provided above with respect to Authorized Users). Subject to applicable law, we may terminate or restrict use of the Account or any Access Device at any time for any reason without notice.

4. UNAUTHORIZED USE, LOSS, OR THEFT. You must notify us of loss, theft or unauthorized use of your Account or any Access Device by calling us at (800) 525-9623 (toll-free) or writing to us at Ent Credit Union, PO Box 15819, Colorado Springs, CO 80935-5819. Unless you are a business entity customer and 10 or more Access Devices have been issued for use by you or your Authorized Users under this Account: (i) For transactions occurring before you have provided notice of unauthorized use to us, your liability will not exceed the lesser of $50 or the amount of money, property, labor, or services obtained by the unauthorized use your Account or Access Devices; and (ii) For transactions occurring after you have provided notice of unauthorized use to us, you will not be liable.

5. ACCESS TO CREDIT; CREDIT LIMIT.

(a) Use of Access Devices to Obtain Credit. Once an Account is opened, you and your Authorized Users may use such Account to obtain extensions of credit from us from time to time. You may use the Account to purchase goods or services ("Purchases"), transfers of balances from other credit accounts ("Balance Transfers"), or to obtain cash advances or acquire cash equivalents ("Cash Advances"). Any transaction that is not a Balance Transfer or Cash Advance will be treated as a Purchase. We may, however, decline to authorize a charge you attempt. Reasons we may do this include, but are not limited to, suspected fraud and/or our assessment of your creditworthiness. This may occur even if the charge would not cause you to go over your Credit Limit, as described below, and your Account is not in default. A merchant may refuse to honor the Account or otherwise restrict your use of the Account to make a purchase with such merchant. We are not responsible for any losses or costs you incur if we do not authorize a charge or a merchant refuses to honor an Account.

(b) Credit Limits. We assign a limit to the amount of credit you may have outstanding on your Account at any given time ("Credit Limit"). Your entire Credit Limit is the amount we normally make available to you for Purchases. We may make part of your credit limit available for Balance Transfers (the "Balance Transfer Limit") or Cash Advances (the "Cash Advance Limit"). Interest Charges and Fees attributable to a Balance Transfer or Cash Advance are charged against the relevant limit. All other Interest Charges and Fees are charged against your overall Credit Limit. Your Credit Limit and any changes to such Credit Limit will be disclosed to you through your Account portal or otherwise. Subject to applicable law, we may increase or decrease your Credit Limit from time to time. Unless we expressly disclose otherwise, your Balance Transfer Limit is equal to your Credit Limit, and your Cash Advance limit is equal to half of your Credit Limit (subject to a further limitation that not more than $510 may be advanced through an ATM in a single transaction and not more than $1,030 may be advanced across all ATM transactions in a single calendar day).

(c) Over-the-Limit Transactions. You agree to manage your Account so that you do not exceed your Credit Limit or any applicable Balance Transfer Limit or Cash Advance Limit. If you attempt to process a

transaction that would cause you to exceed your Credit Limit or any applicable Balance Transfer Limit or Cash Advance Limit, we may, at our discretion, permit the transaction as an exception to such limits. Moreover, Interest Charges, Fees, reversal of payments, or other events may temporarily cause your Account balance to exceed your Credit Limit or any applicable Balance Transfer Limit or Cash Advance Limit. In the event you incur charges or other Account transactions causing you to exceed an applicable limit, you remain responsible for paying such amounts.

(d) Account Suspensions and Terminations. Subject to applicable law, we may freeze, suspend, or terminate your Account, or we may restrict or revoke access to any Access Device at any time at our sole discretion.

(e) Transactions in Foreign Currency. If any transactions under an Account are submitted in a currency other than U.S. dollars, the amount will be converted to U.S. dollars when applied to your Account balance and any relevant Balance Transfer or Cash Advance balances. We do not set exchange rates for such transactions. Exchange rates will be determined as provided under applicable Visa® operating rules and may not be the most advantageous rates otherwise available to you from other sources.

(f) Prohibited Transactions. Your Account may not be used for any transactions that are prohibited by applicable law or applicable Visa® operating rules.

(g) Business-Purpose Use. Your Account is offered for business purposes. Access Devices may be used only by you and Authorized Users who are your employees for business use. Neither you nor your Authorized Users may use the Account primarily for personal, family, or household purposes.

6. CANCELLATION; VOLUNTARY ACCOUNT CLOSURE. You may cancel this Agreement by notifying us in writing. If you do so, the cancellation will become effective within a reasonable time such notification and, following cancellation, no new Purchases, Balance Transfers, or Cash Advances will be permitted under the Account. You remain responsible to pay all indebtedness incurred prior to the effectiveness of such cancellation, including all amounts that have been incurred but not yet billed on a periodic statement and all Interest Charges and Fees that are due or may become due under this Agreement.

7. PAYMENT OBLIGATIONS AND METHODS. You agree to pay any balance incurred for Purchases, Balance Transfers, Cash Advances, as well as Interest Charges and Fees as provided by this Agreement. Your payments to us shall be made in U.S dollars. We may offer you the ability to make payments through a variety of methods, including in-person at one of our branches, by check, or by one-time or recurring electronic fund transfer. Any available payment method, as well as reasonable restrictions on the use of such payment method, will be communicated to you in advance of payment through such method. If a payment is submitted through an available method and in accordance with any such reasonable restrictions, the payment will be applied to your Account timely as of the date the payment is received. We may accept payments marked "paid in full" (or with similar language suggesting full satisfaction of a payment obligation) without waiving any rights to collect amounts outstanding after application of the payment amount actually submitted.

8. BILLING CYCLE; PERIODIC STATEMENTS; MINIMUM PAYMENTS; PAYMENT ALLOCATION. Your "Billing Cycle" for this Account is monthly. We will send you a periodic statement for each billing cycle in which the total Account balance is more than $1.00 on the last day of the billing cycle, or in which any Interest Charge has been imposed. Your "Minimum Payment" for a given Billing Cycle will be equal to the greater of 1% of the Account balance or $40. The Minimum Payment will be rounded up to the nearest whole dollar amount. If your Account balance is less than the amount otherwise calculated in this manner, your Minimum Payment will be equal to your Account balance.

You agree to pay at least the Minimum Payment due that is disclosed on each periodic statement by the due date disclosed on such statement (which will not be less than 25 days after the date on which the periodic statement is delivered). Payments greater than the Minimum Payment amount or additional payments may be made at any time. Such excess or additional payments will be applied against your Account Balance, but will not affect your obligation to pay any future Minimum Payments.

We may, subject to applicable law, determine the method for allocating any payment you make among balances on your Account, whether those balances are for Purchases, Balance Transfers, Cash Advances, Interest Charges, Fees, or other charges as provided in this Agreement.

9. FEES.

(a) Balance Transfer Fee. For any Balance Transfer transaction under the Account, you agree to pay a fee equal to the greater of 3% of the amount of the transaction or $10.

(b) Cash Advance Fee. For any Cash Advance transaction under the Account, you agree to pay a fee equal to the greater of 3% of the amount of the advance or $10.

(c) Foreign Transaction Fee. For any transaction under your Account submitted in currency other than U.S. dollars or any transaction under your Account submitted by a merchant located outside of the U.S., you agree to pay a fee equal to 3% of the amount of the transaction in U.S. dollars (calculated using exchange rates determined as provided under applicable Visa® operating rules).

(d) Late Payment Fee. If a payment of at least the amount of the Minimum Payment disclosed on a periodic statement is not received by the disclosed due date for such payment, you agree to pay a fee equal to $30 if you were not charged a Late Payment Fee during any of your previous six billing cycles, or $41 otherwise. However, your Late Payment Fee will not exceed the amount of the Minimum Payment that was not timely submitted.

(e) Returned Payment Fee. If any check or other payment instrument submitted in connection with the Account is dishonored for any reason, you agree to pay a fee equal to $30 if you were not charged a Returned Payment Fee during any of your previous six billing cycles, or $41 otherwise. However, your Returned Payment Fee will not exceed the

amount of the Minimum Payment for the billing cycle in which the dishonored payment instrument was submitted.

(f) Expedited Replacement Card Fee. If you lose or damage your card, you may request a replacement card. Replacement cards will be provided for no cost, with a typical delivery range up to 7-10 business days after you place your request. For expedited delivery
(card replacement requested as next day delivery, if requested
before 3:00 p.m. ET, or 3 days if after 3:00 p.m. ET), you may pay a
fee of $50 per replacement card.

(g) Collection Costs. Subject to applicable law, you agree to pay all reasonable costs, including attorneys' fees, that we incur to collect amounts you owe.

(h) Fees for Other Services. From time to time, we may offer you the ability to pay a fee for services beyond those we commit to providing within this Agreement (e.g., expedited payment processing, credit monitoring or other ancillary products, etc.). The nature, terms, and cost of any such additional service will be disclosed to you prior to provision of such service. If you proceed with a request for additional services following such disclosure, you agree to pay fees in accordance with disclosed terms.

10. INTEREST. You agree to pay interest on your Account balance as described in this section.

(a) Rates. Separate Annual Percentage Rates ("APRs") apply under your Account for each of the Purchase Balance, the Balance Transfer Balance, and the Cash Advance Balance. Your initial APRs for each category of balance are disclosed on the Account-Opening Disclosure provided to you and are incorporated into this Agreement by reference. Each APR is associated with a "Daily Periodic Rate" that is equal to the APR divided by 365. Except as described below with respect to introductory APRs, the Purchase Balance APR applicable to your Account is a variable rate. Your Purchase Balance APR may increase or decrease over time, as described below. Your Balance Transfer Balance APR and Cash Advance Balance APR are not variable, but may be subject to Introductory APRs, as described below.

(b) Introductory APRs. Any of the APRs for your account may have an introductory period in which a lower rate ("Introductory APR") applies to your account for a period of time after account opening ("Introductory Period") without application of APR adjustments for the relevant balance category. Any Introductory APRs and Introductory Periods applicable to your account will be disclosed in your account-opening disclosure.

(c) Definitions for Purchase Balance APR and Balance Transfer APR Adjustments.

(i) Index: The Purchase Balance APR and Balance Transfer APR applicable to the Account will vary in response to changes in the prime rate as published periodically by the Wall Street Journal in its "Money Rates" section ("Prime Rate"). The "Index" for the Account for a given date will be the highest Prime Rate published on that date. If the Prime Rate is not published on a date, the "Index" for that date will be the highest Prime Rate published on the most recent prior day for which a Prime Rate was published.

(ii) Margin: The "Margin" for the Account is listed on your Account Opening Disclosure. It applies to your Purchase Balance and Balance Transfer APRs.

(iii) Formula Rate: The "Formula Rate" for a given date and balance type will be the rate equal to the Index for that date plus the Margin for the relevant balance type.

(iv) Business Day: All days Monday through Friday, excluding U.S. Federal holidays, are "Business Days."

(v) Adjustment Determination Date: For any given month, the "Adjustment Determination Date" will be the 20th day of the month. If the 20th day of a month is not a Business Day, then the "Adjustment Determination Date" for that month will be the first Business Day after the 20th day of the month.

(d) Determination of Purchase Balance APR and Balance Transfer APR Adjustments. Your first Purchase Balance APR and Balance Transfer APR adjustments will occur during the first calendar month after you open your Account, except that the first APR adjustment if there is an Introductory APR will occur during the first calendar month after the expiration of the applicable Introductory Period. After that, your Purchase Balance APR and Balance Transfer APR may vary as frequently as monthly. Starting with the first Adjustment Determination Date after you open your Account, and each month thereafter, the Formula Rate will be determined on the Adjustment Determination Date. That rate will be your new Purchase Balance APR and Balance Transfer APR. Your new Purchase Balance APR and Balance Transfer APR will take effect on the first day of the next billing cycle that begins on or after the Adjustment Determination Date.

(e) Limitations to Purchase Balance APR and Balance Transfer APR Changes. Your Purchase Balance APR and Balance Transfer APR will vary freely with changes in the Index. No maximum rates (*i.e.*, interest rate caps) will apply to your Account, except as required by Applicable Law.

(f) Effects of Purchase Balance APR and Balance Transfer APR Changes. Changes in the Purchase Balance APR and Balance Transfer APR applicable to your Account may affect the interest you are required to pay and the amount of the Minimum Payment required on your Account. Specifically, if your Purchase Balance APR or Balance Transfer APR goes up, you might pay more interest, and your Minimum Payment might also go up.

(g) Interest Accrual and Grace Periods. Interest charges on Purchases begins to accrue on the date each Purchase transaction is posted to your account. Interest charges on Balance Transfers and Cash Advances begins to accrue on the date of such transaction or the first day of the billing cycle in which the transaction is posted to your account, whichever is later. There is a Grace Period for interest charges related to Purchases. To avoid incurring interest on the Purchase Balance, you must pay the entire New Balance disclosed on your periodic statement on or before the applicable Payment Due Date. There is no Grace Period for interest charges related to Balance Transfers or Cash Advances. For those transactions, interest accruing between the date of the transaction and the date of payment will be payable regardless of whether you pay the balance before the subsequent Payment Due Date.

(h) Balances on Which Interest Is Charged. For each of your Purchase Balance, Balance Transfer Balance, and Cash Advance Balance, we figure

a portion of the interest charge by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your Account each day, add any new Purchases, Balance Transfers, Cash Advances, and subtract any unpaid interest or other finance charges, unpaid Fees and any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

(i) Interest and Finance Charge Calculations. For each of your Purchase Balance, Balance Transfer Balance, and Cash Advance Balance we determine your periodic interest for a give billing cycle by multiplying your "average daily balance" by your Daily Periodic Rate and multiplying the result by the number of days in the billing cycle. Your periodic interest for each of your Purchase Balance, Balance Transfer Balance, and Cash Advance Balance are added together to determine your total periodic interest in a given billing cycle. Your overall finance charge for a billing cycle is equal to the total periodic interest, plus any Transaction Fees you have incurred during the billing cycle.

11. ADDITIONAL CARD BENEFITS

(a) Card Network Benefits. Your use of Visa®-branded Access Devices entitles you to certain benefits and protections offered, provided, or administered by or through Visa®. Details regarding such benefits and protections are provided in the Visa® Guide to Benefits delivered to you separately. We do not operate or administer any of the benefits or protections available through Visa®; and such benefits may change from time to time even if the specific Visa®-branding of your Access Device remains constant.

(b) Rewards Program. At Account-opening or at any time thereafter, we may offer you the ability to participate in a program through which you may earn rewards by using your Account or Access Devices ("Rewards Program"). The terms of any such Rewards Program, including methods for earning or redeeming rewards, as well as circumstances under which the terms of a Rewards Program may change, are governed by any separate Rewards Program Agreement you enter into with us or our third-party Rewards Program administrator.

12. DEFAULT. At our discretion, subject to applicable law, you will be in default on your obligations under this Account and we may declare the entire Account balance immediately due and payable without notice if: (a) you fail to make any payment due on the Account; (b) you intentionally incur or attempt to incur charges that exceed your Credit Limit, Balance Transfer Limit, or Cash Advance Limit at the time you attempt a transaction under your Account; (c) you breach any contractual or legal obligation imposed on you under this Agreement or otherwise in connection with your Account (including any such obligation imposed by any Membership Service Agreement or Membership and Account Agreement between you and us); (d) you intentionally take any action that would materially impair our ability to collect lawfully any amounts you owe under your Account; (e) any information submitted on your behalf in connection with your Application, a request for a Credit Limit increase, a request to add an Authorized User, or any other material account management activity is materially false or inaccurate; (f) you file for bankruptcy protections, become bankrupt or insolvent, or die; (g) attachment or garnishment proceedings are instituted against you; (h) we have any reason to believe that your Account is in danger of use, or is being used, to commit or facilitate fraud; or (i) your Account becomes inactive.

13. DELAY IN ENFORCEMENT. At our discretion, we may choose to delay enforcing any right available to us under this Agreement or applicable law without waiving or otherwise losing any such rights.

14. CREDIT INVESTIGATIONS; FINANCIAL INFORMATION. You authorize us at any time to obtain consumer reports from consumer reporting agencies for account servicing purposes or other permissible purposes under the federal Fair Credit Reporting Act (15 U.S.C. §§ 1681a *et seq*.) and/or business credit reports or similar information from business/commercial reporting agencies. You also agree to provide us with financial statements or information in as much detail as we may reasonably request and require in connection with the Account.

15. CREDIT REPORTING.

(a) We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

(b) To the extent permissible by applicable law, we may report an Authorized User's use of your Account to credit reporting agencies and such information may survive the termination of an Authorized User's authorization under an Account.

16. CUSTOMER COMMUNICATIONS.

(a) Telecommunications Consent. When you give a telephone number directly to us or our agents or place a telephone call to us or our agents, you authorize us or our agents to place calls to you at that number for the purposes of servicing your Account and your Customer relationship with us. You understand that a "telephone number" includes a cell phone number or VoIP number or identifier and "calls" include both telephone calls and SMS text messages to or from your phone, cell phone or VoIP number or identifier. You authorize us and our agents to make calls to you using automatic telephone dialing systems and/or using artificial, text or prerecorded messages.

(b) Changes in Contact Information. You agree to notify us immediately of any change in your address, email address, or telephone number(s).

(c) Call Monitoring and Recording. You authorize us and our agents to monitor and record telephone conversations and other electronic communications you have with us and with our agents for reasonable business purposes, such as security and quality assurance. We may not remind you that we may be monitoring or recording a call at the beginning of the call unless required by law to do so.

17. GOVERNING LAW AND FORUM SELECTION. This Agreement is governed by the Bylaws of Ent Credit Union, federal laws, and regulations, and, except to the extent preempted by Federal Law, regulations of the state in which our main office is located (Colorado), all as amended from time to time. To the extent permitted by applicable

law, you agree that the state and federal courts of Colorado will have exclusive jurisdiction over any disputes (except for disputes brought in small claims court) that are not subject to arbitration or over any action involving the applicability or enforceability of Section 18 or any of its parts. Colorado statute of limitations shall apply to all legal actions brought against us. We will comply with federal government and state of Colorado requirements such as Office of Foreign Asset Control (OFAC), USA PATRIOT and Bank Secrecy Acts and any other programs requiring a credit union's involvement.

18. DISPUTE RESOLUTION BY INDIVIDUAL ARBITRATION. This arbitration provision is optional. If you do not wish to accept it, you must follow the instructions in subsection (k) below to reject arbitration. Unless you timely reject arbitration, this arbitration provision is binding on you and us.

(a) Claims subject to arbitration. Except as specified in subsection (b) below, any dispute or claim between you and us (or any of our agents, successors, or assigns) must be arbitrated if either party elects arbitration of that dispute or claim. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between you and us, whether based in contract, tort, fraud, misrepresentation, or any other statutory or common-law legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to account or member applications);
- claims for mental or emotional distress or injury not arising out of bodily injury;
- claims asserted in a court of general jurisdiction against you or us, including counterclaims, cross-claims,
- or third-party claims, that you or we elect to arbitrate in the answer or other responsive pleading; and
- claims that may arise after the termination of this Agreement.

(b) Claims not subject to arbitration. You and we agree that the following disputes or claims cannot be arbitrated:

- claims arising from bodily injury or death;
- claims seeking only individualized relief asserted by you or us in small claims court, so long as the action remains in that court and is not removed or appealed to a court of general jurisdiction, in which case either party may elect arbitration;
- claims relating to residential mortgages or an extension of credit under a separate agreement or note (such as a separate loan agreement, promissory note, or bank card agreement), which shall be governed by the dispute-resolution procedures set forth in that separate agreement or note; and
- disputes over the scope and enforceability of this Dispute Resolution by Individual Arbitration section, whether a dispute or claim can or must be brought in arbitration, or whether subsections (d) or (g) have been violated.

(c) Pre-Arbitration Notice of Disputes and Informal Settlement Conference. Before either you or we commence arbitration, the claimant must first send to the other a written Notice of Dispute ("Notice"). The Notice to us should be sent to: Ent Credit Union, Legal Department, 11550 Ent Parkway, Colorado Springs, Colorado 80921 ("Notice Address"). The Notice to you will be sent to your address on file with your account. The Notice must include: (a) the claimant's name, mailing and email addresses, and phone number; (b) the account number(s) at issue; (c) a description of the nature and basis of the claim or dispute; and (d) the specific relief sought. The Notice must be personally signed by you (if you are the claimant) or by one of our authorized representatives (if we are the claimant). To safeguard your account, if you have retained a lawyer to submit your Notice, you must also provide your signed written authorization allowing us to discuss the dispute and your account with your lawyer ("Attorney Authorization"). If necessary, either we or your lawyer may later ask you to sign a broader authorization that allows us to disclose some or all of your account records to your lawyer. In addition, if we suspect fraud, we may ask you to verify your identity or that the Notice or Account Authorization is genuine ("Verification"), and you agree to do so upon request. After a signed Notice containing all of the required information above is received (including an Attorney Authorization if you are represented by counsel and Verification if requested), within 60 days, either party may request an individualized discussion (by telephone or videoconference) regarding settlement ("Informal Settlement Conference"). The parties must work together in good faith to select a mutually agreeable time during business hours for the Informal Settlement Conference (which can be after the 60-day period). You and our business representative must both personally participate in the Informal Settlement Conference, unless otherwise agreed in writing. Your and our lawyers (if any) also can participate. Any applicable statute of limitations or contractual limitations periods will be tolled during the Informal Resolution Period, which is the period between the date that a fully complete Notice is received by the other party and the later of (i) 60 days later or (ii) the date an Informal Settlement Conference is completed, if timely requested.

(d) Commencing Arbitration. An arbitration proceeding cannot be commenced until after the Informal Resolution Period has ended. A court will have authority to enforce this subsection, including the power to enjoin the filing or prosecution of arbitrations without first providing a fully complete Notice and participating in a timely requested Informal Settlement Conference. The court also may enjoin the assessment or collection of arbitration fees incurred as a result of such arbitrations. Further, unless prohibited by applicable law, the arbitration provider shall not accept nor administer any arbitration nor assess any fees unless the claimant has complied with the Notice and Informal Settlement Conference requirements of subsection (c).

(e) Arbitration Procedure. The arbitration will be governed by the Consumer Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), as modified by this arbitration provision, and will be administered by the AAA. (If the AAA is unavailable or unwilling to administer arbitrations consistent with this arbitration provision, another arbitration provider shall be selected by agreement of the parties or, if there is not agreement, by the court.) The AAA Rules are available online at www.adr.org or by writing to the Notice Address. As

in court, you and we agree that any counsel representing someone in arbitration certifies that they will comply with the requirements of Federal Rule of Civil Procedure 11(b), including a certification that the claim or the relief sought is neither frivolous nor brought for an improper purpose. The arbitrator is authorized to impose any sanctions available under that rule, the AAA Rules, or applicable federal or state law against all appropriate represented parties and counsel. The arbitrator may consider rulings in arbitrations involving other members, but an arbitrator's ruling is not binding in proceedings involving other members. Except as provided in subsection (g) below, the arbitrator shall apply the same substantive law that a court would apply and can award the same individualized remedies (including punitive and statutory damages and statutory attorney's fees and costs) that a court could award under applicable law and this Agreement. Unless you and we agree otherwise, any in-person arbitration hearings will take place in the county of your address on file with your account. The arbitrator may also conduct proceedings telephonically, by videoconference, or on the basis of papers submitted by the parties, as provided by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

(f) Minimum Recovery. During the arbitration, the amount of any settlement offer shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you are entitled. If you are the claimant, you had complied with this subsection and subsections (c) and (d), and the arbitrator awards you an amount of money that exceeds the value of our last written settlement to you before the appointment of the arbitrator, then we will pay you $1,000 in lieu of any smaller award (the "Minimum Recovery"). In determining whether you are entitled to the Minimum Recovery, the arbitrator shall not consider amounts offered or awarded for attorneys' fees or costs. Any disputes as to recovery of the Minimum Recovery shall be resolved by the arbitrator and must be raised within 14 days of the arbitrator's ruling on the merits.

(g) Arbitration Fees. If we initiate an arbitration, we will pay all AAA filing, administration, case-management, hearing, and arbitrator fees ("AAA Fees"). If you initiate an arbitration, the AAA Rules will govern the allocation of AAA Fees. But if your claims are valued at $10,000 or less, we will pay all AAA Fees, so long as you have fully complied with the requirements of subsections (c) and (d). In such cases, we will pay the filing fee directly to the AAA upon receiving a written request at the Notice Address that you have commenced arbitration or, if the AAA makes you pay the filing fee, we will send that amount to the AAA and request that the AAA reimburse you. If, however, the arbitrator finds that you violated the standards set forth in Federal Rule of Civil Procedure 11(b), then the payment of all AAA Fees will be governed by the AAA Rules. In such case, you agree to reimburse us for all monies previously disbursed that are otherwise your obligation to pay under the AAA Rules.

(h) Requirement of Individual Arbitration. The arbitrator may award relief (including monetary, declaratory, or injunctive relief) 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. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. Further, unless both you and we agree otherwise, the arbitrator may not consolidate the claims of more than one person (except for the claims of co- or joint account owners pertaining to that account) and may not otherwise preside over any form of a representative, class, or private attorney general proceeding. If, after exhaustion of all appeals, any of these prohibitions on non-individualized relief or proceedings or on consolidation are found to be unenforceable with respect to a particular claim or with respect to a particular request for relief (such as a request for injunctive relief), then that claim or request for relief shall be severed and decided by a court after all other claims and requests for relief are arbitrated.

(i) Additional Procedures for Business or Complex Disputes. If you are a business and the relief sought by either you or us in an arbitration exceeds $75,000 in value (not counting amounts sought for punitive or treble damages or for attorneys' fees or costs), then the AAA's Commercial Arbitration Rules rather than the Consumer Arbitration Rules shall apply, and the Commercial Rules will govern the allocation of AAA Fees instead of subsection (g). If you are a consumer and the relief sought by either you or us in an arbitration exceeds $1,000,000 in value (not counting amounts sought for punitive, treble, or emotional harm damages or for attorneys' fees or costs), then the same switch to the Commercial Arbitration Rules shall apply if both you and we agree. In addition, in such cases, regardless of whether you are a business or consumer customer, either party may appeal the final award to a three-arbitrator panel pursuant to the AAA's Optional Appellate Rules by providing written notice within 30 days of the award. The appellant shall pay all fees and costs for the appeal unless the panel determines that the appellant is the prevailing party, in which case the panel shall have the discretion in its final award to reallocate the fees and costs as justice or otherwise applicable law requires. If there is a cross-appeal, the costs shall be borne equally by both sides, subject to reallocation by the panel in its final award as justice or otherwise applicable law requires.

(j) Future Changes to Arbitration Provision. Notwithstanding any provision in this Agreement to the contrary, you and we agree that if we make any future change to this arbitration provision (other than a change to the Notice Address), you may reject that change by sending us written notice, personally signed by you, within 30 days of the first notice change to the Notice Address provided above. By rejecting that future change, you are agreeing that you will arbitrate any dispute or claim between you and us in accordance with the language of this provision, as amended by any changes that you did not timely reject.

(k) Right to Opt-Out. If you do not wish to arbitrate, you may reject this arbitration provision by sending a rejection notice by email to arbitration@ent.com or by mail to the Notice Address above ("Rejection Notice"). To be valid, a Rejection Notice must: (a) include your name, account number(s), and a statement personally signed by you that you are rejecting the arbitration provision in this Agreement; and (b) be received by us within 30 days after the opening of your account. If an arbitration provision has been added for the first time to the agreement for an existing account, your Rejection Notice must be postmarked on or before the effective date of that amendment to that agreement. If

your Rejection Notice complies with these requirements, this arbitration provision will not apply to you with respect to any claims that you or we commence in litigation or arbitration after we receive your Rejection Notice. Rejecting this arbitration provision will not affect your other rights or responsibilities under this Agreement. Nor will it affect any other arbitration agreements between you and us, such as arbitration provisions in other contracts between you and us.

(l) Military Lending Act. If you are a covered member of the armed forces or the dependent of a covered member within the meaning of the Military Lending Act and your Agreement with us involves an extension of consumer credit under that Act, then you are not required to arbitrate disputes.

19. ASSIGNMENT. We may sell, transfer, or assign this Agreement and your Account, or any of our rights hereunder. We may do so at any time without notifying you. You may not sell, assign, or transfer your Account or any of your obligations under this Agreement without our express written permission.

20. SEVERABILITY. Except as specified in Section 18(h), in the event that any portion of this Agreement is held by a court to be invalid or unenforceable for any reason, the remainder of this Agreement shall be valid and enforceable and will continue in full force and effect.

21. CHANGES TO THIS AGREEMENT. We may amend or modify this Agreement (other than the Arbitration Provision in Section 18, for which changes will be governed by Section 18(j)) at any time in accordance with applicable law. We will provide you notice of any such changes, and such notice will identify the nature of the changes and their effective date. If required by applicable law, the notice will advise you of any right you may have, and any steps you must take, to reject the changes. If you properly notify us that you reject the changes, your Account will be closed, and you will be obligated to pay your outstanding balance under the terms of the Agreement in effect on the date you received the notice of changes. If you do not properly notify us that you reject the changes by the date stated in the notice, you will be deemed to have accepted all changes in the notice and to have accepted and confirmed all terms of your Agreement as so amended.

21. HEADINGS. The headings used in this Agreement are for convenience only, are not part of the substance of this Agreement, and will not be deemed to limit, characterize, or affect in any way the interpretation of any of the terms of this Agreement.

23. CREDIT COUNSELING. If you would like information about credit counseling services, call 1-866-685-6322. This number is directed to NFCC (National Foundation for Credit Counseling) a network of Nonprofit credit counseling providers. You will be asked for your zip code and you will be provided the 3 closest credit-counseling services.

24. ADDITIONAL/STATE DISCLOSURES.

(a) All Customers. Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt, including promises to extend or renew such debt, are not enforceable. To protect you and us from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as you and we may later agree in writing to modify it.

(b) California Customers. A married applicant may apply for a separate Account in the applicant's own name.

(c) Maryland Customers. To the extent, if any, that Maryland law applies to this Agreement, we elect to offer this Agreement pursuant to Title 12, Subtitle 9 of the Maryland Commercial Law Article.

(d) New Hampshire Customers. This Agreement provides for reasonable attorneys' fees to be awarded to us in an action against you involving this Agreement. Reasonable attorneys' fees will be awarded to you if you prevail in any action, suit or proceeding brought by us, or an action brought by you. If you successfully assert a partial defense or set-off, recoupment or counterclaim to an action brought by us, the court may withhold from us the entire amount or such portion of the attorneys' fees as the court considers equitable.

(e) New Jersey Customers. Because certain provisions of this Agreement are subject to applicable law, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

(f) New York Customers. You may contact the New York State Banking Department at 877-BANK NYS (1-877-226-5697) to obtain a comparative listing of credit card rates, fees, and grace periods.

(g) Ohio Customers. 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.

(h) Wisconsin Customers: If you are married, please contact us immediately upon receipt of this Agreement at (800) 525-9623 (toll-free) and provide us with the name and address of your spouse. We are required to inform your spouse that we have opened a credit account for you.