

## WAFD BANK CARDHOLDER AGREEMENT

By requesting, accepting or using any Select Visa® Card or Select Visa® Card account (individually or collectively called "Card Account" or "Account") with Washington Federal Bank ("Wafd Bank"), you agree to be bound by all the terms of this Agreement and certify you are a resident per your application address of one of the following states: AZ, CA, ID, NM, NV, OR, TX, UT, or WA and any other jurisdiction we agree to in our sole discretion. In this Agreement, the words "you" or "your" mean everyone who has requested or accepted a Card Account with us. The words "we," "us," "our," "Washington Federal" or "Bank" mean Washington Federal Bank or Wafd Bank. If you do not accept this Agreement, you must notify us in writing. This Agreement becomes effective once you activate the Card Account or any feature and you fail to notify us in writing that you wish to cancel the Card Account.

**ELIGIBILITY** - The Select Visa® Card is available to individuals who maintain \$250,000 or more in Select Checking or Select Money Market accounts with Wafd Bank. If your balance falls below the \$250,000 minimum to be eligible for the Select Visa® Card, we reserve the right to convert your Select Visa® Card account to a different credit card account or close your account after we provide you with any notice of the change required by applicable law.

**ACCOUNT USE** - Your Select Visa® Card (individually or collectively called "Card") may be used as a credit card for purchases of goods or services from participating merchants ("Purchases") or to get Cash Advances from us or any other financial institution displaying the "Visa" logo, or to purchase certain items such as traveler's cheques, foreign currency, money orders, wire transfers, lottery tickets, and (except as noted below) funds to be used for wagers or gambling (all of which are collectively referred to as "Cash Advances") up to your Credit Limit. You can also transfer balances from other credit cards to your Card Account, up to your Credit Limit. You agree that you will not use your Card Account or permit any Additional Cardholder(s) to use your Card Account (i) to make Purchases or obtain Cash Advances for any illegal transaction, or (ii) for any internet or online gambling transactions. Transactions for online or internet gambling will not be approved. If you use your Card for any illegal or prohibited transaction, this Agreement also applies to such transaction and you agree to pay any and all amounts related to such transaction pursuant to the terms of this Agreement. We may, in our sole discretion, restrict the use of or terminate your Card if we notice suspicious activities or if we reasonably believe the Card is or has been used for one or more illegal or prohibited transactions. Twenty-five percent (25%) of your Credit Limit is available for Cash Advances ("Cash Advance Limit"). You shall reimburse, indemnify, and hold harmless VISA and Washington Federal for any and all amounts, expenses or damages resulting from your alleged illegal use of the Account. Your Card may also be used in certain automated terminals to gain access to your Card Accounts. We have no responsibility for the failure of any machine, merchant, financial institution, or any other party to honor your Card. Your Card and Card Account may be used only for valid and lawful purposes. If you use or allow someone else to use the Card or Card Account for any other purpose, you will be responsible for such use and may be required to reimburse us for all amounts or expenses we pay as a result of such use.

**Credit Limit.** We will notify you of the Credit Limit for each Card Account you have with us. You agree that your total charges, including Purchases, Cash Advances, INTEREST CHARGES, and fees that may be due will not exceed your Credit Limit. If you do go over your Credit Limit or Cash Advance Limit, you must repay the excess amount immediately, and we may reduce the available Credit Limit or Cash Advance Limit of any other Card Account you have with us until such time the excess amount is repaid. You may apply to increase your Credit Limit at any time but we are not obligated to increase your Credit Limit at any time. Furthermore, we reserve the right to lower your Credit Limit or Cash Advance Limit at any time. For security reasons, we may limit the number or amount of transactions that may be accomplished with your Card or Card Account, and we have the right to limit authorizations to make transactions if we consider it necessary to verify Payments received on your Card Account. If we accept a payment from you in excess of your outstanding balance, your available Credit Limit will not be increased by the amount of the overpayment nor will we be required to authorize transactions for an amount in excess of your Credit Limit.

**Transaction Limits.** We may establish limits on the amount you may borrow or types of transactions we will permit, such as one or more of the following:

- Credit limit which is the maximum amount we have approved to be carried in unpaid Account balances;
- Cash Advance Limits, Balance Transfer Limits, or Purchase Limits which is the maximum balance for each type of transaction you may have;
- Revolve limit which is the maximum unpaid balance we will permit you to carry from one month to another;
- Daily Limits which are limits on the number or total dollar amount of certain transactions that we will authorize in a single day;
- Location limits which are certain geographic or merchant locations where we may not permit transactions to be made usually due to a higher risk of fraud or illegal activity.
- Legal limits are limits on the use of an Account we deem necessary to comply with the law or prevent liability to us or anyone else.
- Other limits which we may establish to prevent fraud or losses on the Account or to protect Washington Federal, its members, vendors, affiliates or other persons.
- We will tell you about some of the limits such as your credit limit; however, for security and other reasons we will not tell you about all the limits we set. You agree not to exceed the limits we tell you about or allow the Account to exceed them.
- We can increase, reduce, cancel or suspend any of the limits or add new limits at any time.

**Temporary Reduction of Credit Limit.** Merchants, such as car rental companies and hotels, may request prior credit approval from us for an estimated amount of your Purchases, even if you ultimately do not pay by credit. If our approval is granted, your available Credit Limit will temporarily be reduced by the amount authorized by us. If you do not ultimately use your Card Account to pay for your Purchases or if the actual amount of Purchases posted to your Card Account varies from the estimated amount approved by us, it is the responsibility of the merchant, not us, to cancel the prior credit approval based on the estimated amount. The failure of the merchant to cancel a prior credit approval may result in a temporary reduction of your available Credit Limit, but will not increase the amount you owe us under this Agreement.

**Authorized Users.** You are permitted to authorize others to use your account. If you ask us to issue a card to another person(s), they are an Authorized User. You may add up to 3 Authorized Users to your account at no extra charge. We may require certain information about them and they may be reported to the credit bureau as an Authorized User. Each Authorized User will receive a credit card

with his or her individual name embossed. We may limit their ability to use your Card. They may have access to certain information about your Account and may have the ability to access and make changes to your online account. You agree to be responsible for all Account transactions made by an Authorized User, or anyone you or they have granted access to your Card or Account information, unless and except as expressly required by applicable law. You are liable when you: (a) ask us to issue a Card to grant Account access to an Authorized User; (b) lend your Card to or allow Account access by another person; or (c) any other way in which you would be legally considered to have allowed another person to use your Account or to be legally prevented from denying that you did so. Be cautious when allowing another person to become an Authorized User or have access to your Card or Account. If you want to remove an Authorized User from your Account, you must contact Customer Service and request their removal. We may request written verification from you regarding any change or cancellation to your account. You must also immediately destroy all Cards in their possession and cancel any arrangements they may have set up on your Account. They will be able to use your Account until you have notified us that you are removing them from your account. During this time, you will still be responsible for all amounts they charge to your Account. You will be responsible even if these amounts do not appear on your Account until later. Authorized Users may remove themselves from your Account upon request. We reserve the right to remove them from your Account for any reason. To remove them from your Account, we may close your existing Account and issue a new Card with a new Account number.

**Agreement to Pay.** When you use your Card or Card Account, or when you permit anyone to use it, you agree to pay the amount of any and all transactions (including any which may have been made in violation of this Agreement), and the INTEREST CHARGES, and fees that may become due as shown on the periodic statement. You agree that we may change or cancel your Card Account at any time without affecting your obligation to pay the amounts that you owe under this Agreement. We will notify you if we change or cancel your Card Account.

**PAYMENT - Periodic Statement.** Each month we will send you a periodic statement for each Card Account you have with us covering the previous billing period. We may not send you a statement if your Card Account has a positive or negative balance of less than \$1 and there were no transactions during the billing period. The statement will have a "Days in Billing Cycle", "Statement Open/Close Date" and a "Payment Due Date," and will show, among other things, your "Previous Balance," your "New Balance," and your minimum monthly payment, which will be shown as "Minimum Payment Due."

**Payment.** You must make a payment by the "Payment Due Date." You have two choices: You may pay the entire "New Balance" or you may pay in installments by paying at least the "Minimum Payment Due." When your payment is properly received, we will allocate your payment in a manner we determine except as otherwise required by law. The Minimum Payment is applied first to fees, then to INTEREST CHARGES and finally to principal. We apply the Minimum Payment to balances with lower APRs, including introductory APRs, before balances with higher APRs. Payments made in excess of the Minimum Payment will be applied first to balances with the highest Annual Percentage Rate and then to each successive balance bearing the next highest Annual Percentage Rate.

**Minimum Payment.** If the New Balance on your statement is less than \$20, your Minimum Payment will be the New Balance. If the New Balance is at least \$20, the Minimum Payment will be the greater of:

- \$20 or
- 3% of the New Balance, plus Interest Charges, any Fees or Other Charges, any amount Over Credit Limit or Cash Advance Limit, plus any Amount Past Due.

Any Minimum Payment or additional amount you pay each month will not prepay any future Minimum Payments required, or change your obligation to make at least a Minimum Payment by the Payment Due Date.

**OVERPAYMENT.** In the event an overpayment causes a negative balance, all negative credit balances greater than \$1 will be refunded within 7 business days of receiving a written request from the consumer, or all negative credit balances greater than \$1 that remain on the account for 90 days will be automatically refunded to the cardholder.

**Method of Payment.** You must pay us in U.S. Dollars with checks or similar payment instruments drawn on a financial institution located in the United States. We will also accept payment in U.S. Dollars via the Internet or phone or previously established automatic payment transaction. The date you mail a payment is different than the date we receive that payment. For purposes of this Agreement, the payment date is the day we receive your check or money order at the address specified on your monthly Account statement or the day we receive your electronic or phone payment. Payments must reach our Card Center during our regular business day in order to be credited on that date. Payments received after the cutoff times of 5:00 p.m. Pacific Time are credited as of the following business day. If you mail your payment without a payment coupon or to an incorrect address, it may result in a delayed credit to your Account, additional INTEREST CHARGES, fees, and possible suspension of your Account.

**Returned Payment.** If a payment is returned to us for any reason, we may apply a Returned Payment Fee of \$28 for the first violation and \$37 for each subsequent violation within the next six billing cycles. If the Returned Payment Fee is greater than the Minimum Payment Due, the fee will be equal to the Minimum Payment Due.

**Skip Payment Option.** From time to time, we may let you skip or reduce one or more monthly payments during a year and/or we may temporarily reduce or eliminate certain INTEREST CHARGES on all or a portion of your Card Account balance or offer you other special terms. If we do, we will advise you of the scope and duration of the applicable skip or promotional feature. When the skip or promotional feature ends, your regular rates and all the terms of the Agreement will resume.

**Late Payment Fee.** At least the amount of the "Minimum Payment Due" must be received by us by the "Payment Due Date." If it is not, we may apply a Late Payment fee as follows: \$28 for the first late payment and \$37 for each subsequent late payment within the next six billing cycles. If the Late Payment fee is greater than the Minimum Payment Due, the fee will be equal to the Minimum Payment Due. If such charge would result in an INTEREST CHARGE greater than the maximum allowed by law, we will only charge the maximum allowable rate.

**INTEREST AND FEES - How to Avoid Paying Interest on Purchases.** There may be different treatment of INTEREST CHARGES for Purchases and Cash Advances, even though they are computed the same way. You have a 33 day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. In order to avoid additional INTEREST CHARGES on Purchases, you must pay your new balance in full by the Payment Due Date

shown on the front of your monthly Account statement. If we do not receive the entire New Balance by the Payment Due Date, the INTEREST CHARGE will be charged on the Purchases from the date of the transaction. INTEREST CHARGES on all other balances, including Cash Advances, begin on the transaction date and will be assessed even if your entire New Balance is paid by the Payment Due Date.

**Computing Your INTEREST CHARGE.** We figure the INTEREST CHARGE on each Card Account by multiplying the applicable "Monthly Periodic Rate" by the "Average Daily Balance" of each Balance Category on the Card Account, including current transactions. Balance Categories include Purchases, Cash Advances, Balance Transfers, Introductory Rates and any special rate offers we may make available from time to time. If you are charged interest, the charge may be less than \$1.00 (the minimum interest charge will appear as "Minimum Charge" in the fees section of your statement).

- a) **Average Daily Balance.** To obtain the daily balance for each Balance Category we take the beginning balance each day and add new transactions applicable to each category, and subtract any payments, credits, and refunds applied to the category. To figure your Average Daily Balance for each Balance Category, we add all your daily balances and divide by the number of days in the billing period. We calculate interest in this manner separately for Purchases, Cash Advances and each promotional rate balance.
- b) **Monthly Periodic Rate.** We compute the INTEREST CHARGE for each Balance Category by multiplying these Average Daily Balances by the applicable Monthly Periodic Rate. To determine the Monthly Periodic Rate for each Balance Category, we divide the applicable ANNUAL PERCENTAGE RATE in effect for the billing period by 12 months. The way we get the ANNUAL PERCENTAGE RATE for each Balance Category is described below.

**Transaction Fees.** You also agree to pay us the appropriate fees listed below (as permitted by applicable law) which may be amended from time to time by us. You authorize us to charge your Card Account for the following fees due to us: a Cash Advance fee equal to the greater of \$10 or 3.00% of each Cash Advance.

**Fixed Rate.** The Annual Percentage Rates applicable to purchases and cash advances are disclosed on the Pricing Information table accompanying this agreement. Only one Annual Percentage Rate and Monthly Periodic Rate will be in effect for each Balance Category during the billing period. The Annual Percentage Rate will not exceed the maximum rate permitted by law. Any rate change will be made pursuant to applicable law. The initial rate on your account for certain types of transactions may be an introductory discounted rate (Introductory Rate) that is lower than the rate that would ordinarily apply for that type of transaction. If an Introductory Rate applies to your account, the rate and the period of time it will be effective is shown on the Pricing Information. After the Introductory Rate expires, if applicable, the Fixed Rate will automatically increase to the rates that would ordinarily apply for that type of transaction based on the terms of this agreement. The effect of any increase in the Annual Percentage Rate and the Monthly Periodic Rate would be to increase the amount of INTEREST CHARGE, or interest you must pay, and thus increase your monthly payments.

**Foreign Transactions.** When you make a transaction in foreign currency, it will be converted into U.S. Dollars by either: (a) VISA, or (b) the merchant or its agent. We do not convert your transactions into U.S. Dollars, and we are not responsible for the conversion rates or processes used by the person who does. You also agree to pay us the appropriate fees listed below (as permitted by applicable law) which may be amended from time to time by us. You authorize us to charge your Card Account for the following fees due to us: a Cash Advance fee equal to the greater of \$10 or 3.00% of each Cash Advance.

If you use your Card at a merchant or an ATM that bears the Visa logo (and no PLUS System logo), the transaction will be processed through the Visa system and will be converted to U.S. Dollars according to the applicable rules established by Visa from time to time. Currently, the currency conversion rate used by Visa to determine the foreign currency transaction amount in U.S. Dollars is determined by multiplying the amount of the foreign currency transaction times (a) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (b) the government-mandated rate in effect for the applicable central processing date. If your foreign transaction is in foreign currency prior to being processed by Visa, we will add a Foreign Transaction Fee of up to 2.00% of the Purchase or ATM transaction. If your foreign transaction is in or converted to U.S. Dollars prior to being processed by Visa, we will add a Foreign Transaction Fee of up to 2.00% of the Purchase or ATM transaction. If you use your Card at an ATM that bears only the PLUS System logo (and no Visa logo), the transaction will be processed through the PLUS System and will be converted into U.S. Dollars at the exchange rate established, from time to time, by the operator of that ATM. To the converted transaction we will not add a Foreign Transaction Fee. If you use your Card at an ATM that bears both the Visa and PLUS System logos, the ATM operator will determine whether to send your transaction over the Visa or PLUS System network using such network's respective currency conversion rules then in effect (as explained above).

**Other Fees.** As allowed by law, we may charge, and you agree to pay, fees for certain services or requests made by you, such as but not limited to: Automated Teller Machine ("ATM") transactions conducted at machines not operated by us, requests for copies of billing statements, sales drafts, or other records of your Account, or if you request a replacement card(s). However, we will not charge fees for copies of documents requested for a billing dispute. These fees may change from time to time. We will inform you of the fee(s) that you will incur prior to when the applicable service(s) is(are) provided or when you make the request(s), as applicable. You authorize us to charge your Card Account for any such fees that you incur. We reserve the right to waive a fee from time to time but a waiver does not mean we will continue to waive such fee in the future.

**EXPEDITED DELIVERY SERVICE** - If you request us to send you anything related to your Account by expedited delivery and we can honor your request, we may charge your Account our Expedited Delivery Charges in effect at the time. We will advise you of the amount of the fee whenever you request expedited delivery.

**DEFAULT** - We may declare the entire balance for all Card Accounts due and payable at once with or without notice or demand if any of these events (a "Default") happens:

- a) We do not receive the Minimum Payment by the Payment Due Date disclosed on the monthly Account statement;
- b) Your prospects of payment or performance are significantly impaired, such as, but not limited to, if any of the following result in such significant impairment:
  - (1) You violate any other provision of this Agreement;
  - (2) You die without a surviving joint Cardmember;
  - (3) You become insolvent, assign any property to creditors, or go into bankruptcy or receivership;
  - (4) You have made false statements in your Account application or in the maintenance of your

Account;

If you are in Default, we may terminate your Card Account, make no more additional loans, and (if permitted by applicable law and subject to any notice of default and opportunity to cure requirements under applicable law) require you to immediately repay the entire unpaid balance of all amounts due on your Card Account, including but not limited to all loan amounts, late charges and other charges assessed but not paid, and all of the INTEREST CHARGES accrued but not paid. If we terminate your Card Account, your obligation to repay the amounts you already owe us would continue. Any settlement of your Account balance for less than what is owed requires our written agreement.

At our option, we may also take action short of terminating your Card Account. If we take such lesser action initially, we reserve the right to terminate your Card Account and accelerate all amounts due under this Agreement regardless of whether any additional events have occurred which would permit termination and acceleration.

**Other conditions.** We may terminate your Card Account if any of the following conditions are met:

- a) We have any reason to believe that your Account is in danger of, or is being used for fraud;
- b) You are a married resident of a community property state and you or we receive a written termination notice of this Agreement from your spouse;
- c) This is a joint Account and one of you notifies us that he or she wants the Account closed or will no longer be liable on the Account; or
- d) You make transactions that go over your Credit Limit or Cash Advance Limit.

**VISA ACCOUNT UPDATER SERVICE DISCLOSURE** - From time to time, we will replace your Card as it expires. When we replace a card due to expiration, the card number will remain the same, but the expiration date, and card verification value (CVV) security code will change. If you provide your Card information to merchants, subscription services, eCommerce merchants or others for the purpose of making future one-time or recurring payments, the information that they have on file will not match the card account details for your new card once it has been replaced. This may lead to disruption of your future one-time or recurring payment services, interruption of the products/services you receive from your merchant(s), and third-party/merchant assessed late fees.

In order to avoid these disruptions, VISA has implemented the VISA Account Updater (VAU) Service. Because your card is a VISA credit card, WaFd Bank will provide your new Card details to VISA's VAU Service, so that the information you have on file with merchants who participate in the VAU Service is automatically updated whenever your card is reissued. Cards reissued due to fraud or because of being lost or stolen are not included in the VAU Service for security reasons. VAU allows a secure and convenient way to electronically update your Card information with participating merchants, done in a timely and efficient manner so that you don't have to do it.

**ATM TRANSACTIONS - Automated Terminals.** You may use your Card in the following automated terminals:

- a) Any Washington Federal automated teller machines.
- b) Any other automated teller machine that is participating in a network and accepts our Card ("Network ATM"); and
- c) Any point-of-sale terminal that accepts our Card ("POS terminal").

Services Available at an Automated Terminal. You may use your Card at a WaFd Bank or any Network ATM to:

- a) Get a Cash Advance from your Card Account.
- b) Get your Card Account balances. These balances may not include some transactions recently made in your Card Account. Some of the services described in subparagraphs (a) and (b) may not be available at all Network ATMs.
- c) You may use your Card at a POS terminal to purchase certain merchandise. The amount of your purchase will automatically be charged to your Card Account as a Purchase.

**Limits of Automated Terminal Services - Cash Advances.** You may get a Cash Advance from a WaFd Bank ATM up to an aggregate amount of \$500 each calendar day, provided that this amount does not exceed your Cash Advance Limit. This amount may be less for Cash Advances from Network ATMs.

**Card and Secret Code (PIN) Use.** You are responsible for all transactions in which you use your Card in an automated terminal, or the use of the Card by anyone else who uses it with your permission. Security in use of the Card is provided by the secret code, which you will select when you activate your card, and the magnetically encoded stripe on the Card. Please keep the Card safe and also protect the secret code. Use the Card and the secret code as instructed at all times. Please notify us of any mechanical or operating failure in connection with the use of your Card. Do not permit anyone else to use your Card and do not disclose your secret code or record it on the Card. The Card remains the property of the Bank and can be revoked and repossessed at any time. You must return it to us when asked.

**Fees for Using Automated Terminal Services.** Fees may be charged for transactions made at automated teller machines not operated by us as described in the section entitled "Other Fees."

**PAYMENT OF YOUR TRANSACTIONS.** The person accepting your Card must obtain authorization from us. If they do not, we may but are not required to accept the transaction. We may deny the authorization for any reason. We are not liable for our refusal or failure to authorize a transaction. You may not stop the payment of any Card transaction. We will not be responsible for: (a) the merchandise or services you purchase with your Account; (b) the refusal of any person to honor your Card or Account; or (c) an ATM that does not properly accept your Card, disperse cash, or otherwise perform as you requested.

**RECURRING TRANSACTIONS AND AUTOMATIC PAYMENTS.** If you authorize a merchant to charge your Account for repeat or recurring transactions, you must notify the merchant if: "(a) you want to discontinue the recurring transactions on your Account; (b) your Account is closed; or (c) your Account number or Card expiration date changes.

**LOST OR STOLEN CARDS - Lost or Stolen Card or Other Information.** You must notify us immediately by telephone or in writing if your Card or PIN is lost or stolen or there is possible unauthorized use of your Card, Account, or PIN. If this happens, we will ask you and all other persons given Account access to return all Cards to us. In addition, we have the right to close your Account and open a new Account. If we do so, new Cards will be issued. You will be required to select a new PIN for your new Account. You will not be liable for unauthorized use of your Account that exceeds \$50. You agree to pay us a rush fee if you make the request for an expedited replacement card up to \$40.

**Visa Zero Liability Policy.** Under VISA U.S.A.'s "Zero Liability Policy" you may not be liable for the unauthorized use of your Card Account or Card that results in a fraudulent transaction made over the VISA network. To be eligible, you must notify us immediately of any unauthorized use of your Card Account or Card. We will provisionally credit you for losses from the unauthorized Card use within five Business Days of your notification to us of the loss. The VISA Zero Liability Policy does not apply

to transactions made at an ATM or to any transactions made using your PIN that are not processed by VISA. We may impose greater liability, or withhold, delay, limit or rescind any provisional credit that we provide to you under the Zero Liability Policy, based on factors such as your gross negligence or fraud, your delay in reporting unauthorized use, our investigation and verification of your claim, your Card Account standing and history and other factors. If you are not eligible for the VISA Zero Liability Policy or it otherwise does not apply, you may be liable for unauthorized use of your Card Account, but not for more than \$50. You won't 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 Card 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 Statement that were not made by you or someone authorized by you and from which you received no benefit.

**Where to Call or Write.** If you believe your Card has been lost or stolen or that someone is using your Card or Card Account without your permission, call: 1-800-324-9375 (within the U.S.), 206-624-7930 (outside the U.S.), or write to: WAFD BANK, Credit Card Service Center, 9929 Evergreen Way, Everett, WA 98204.

**MOBILE DEVICES - Your Card Account and Your Mobile Phone or Other Mobile Devices.** Smart phones, some tablets or other mobile devices (a "mobile device") can download, store, and/or access account information, for instance through a mobile wallet, that may enable you to use the mobile device to purchase goods or services or make a cash advance. In certain instances, those transactions will replicate using your card to make a transaction on the internet with your computer. In other instances, the phone or mobile device will act as if it were a credit card itself. Applications that enable your mobile device will have unique terms governing those applications. Read them carefully. Transactions made through those applications are governed by this Agreement. When your credit card account information is accessible by your mobile device, it is important that you treat your mobile device with the same care you would your credit card. For example, you should secure your mobile device against unauthorized access. Keep in mind, if you give someone your phone, or other mobile device, that can be the same as giving that person your credit card.

**ADDITIONAL INFORMATION - Our Business Days.** Our business days are Monday through Friday, except for Federal bank holidays.

**Credit Investigation and Disclosure.** You authorize us, both now and in the future, to check your credit and employment history and to release information about our credit experience with you in response to legitimate credit inquiries. If you believe that we have incorrect information or have reported inaccurate information about you to a credit bureau, please call us at 1-800-324-9375. As required by law, you are hereby notified that a negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**Security Interest.** We have no security for any amounts which become due under this Agreement, even though any other agreement you may have with us, such as a mortgage, may provide for such a security interest, unless you have given us a specific security interest in connection with this Agreement, which is described on the Supplement attached to this Agreement.

**Collection.** You promise to pay all collection costs, including, without limitation, reasonable lawyers' fees and court costs, as permitted by law.

**If There are More Than One of You.** Each of you individually, or all of you together, will be liable under this Agreement. We may collect from or sue any one of you, or make any settlements or extensions with any one of you, without giving up our rights against the other. You understand that any one of you can make Purchases or get Cash Advances under this Agreement which will be binding upon all of you.

**No Waiver of Rights.** If we choose to waive any of the terms or conditions of this Agreement on a case-by-case basis, such as by not declaring the entire balance due when the minimum monthly payment has not been made on time, it does not mean that we have waived, or given up, our right to exercise any of our rights or remedies under this Agreement in the future. We are not required to use any particular kind of demand or notice in order to collect amounts due to us under this Agreement. No indulgence or acceptance by us of delinquent or partial payments constitute a waiver of our rights or of any provision of this Agreement. No waiver of any existing default shall be deemed to waive any subsequent default.

**Changing Terms.** We can change, add to, delete or otherwise modify the terms of this Agreement at any time in any way permitted by law. We will send you a notice of change at least 45 days (or as required by applicable law) before the effective date of the change. We do not have to send you an advance notice of the change if it favors you, such as by reducing rates, or increasing the maximum credit limit. Except in cases where we are changing terms due to the Minimum Payment Due not being received within 60 days of the Payment Due Date, you agree that the change may cover all transactions made 15 days after we mail the notice. If you do not agree to the change, a method for rejecting the change and closing the account will be provided in the Change of Terms Notice. You agree that if you use your card after the effective date of the change, this will constitute your agreement with the change.

**Canceling this Agreement.** We have the right to cancel this Agreement at any time by sending a notice to any one of you in writing. You also have the same right to cancel this Agreement at any time by sending us a notice in writing or calling the Credit Card Service Center at 1-800-324-9375. If this Agreement is canceled by you or us, your obligation is to repay amounts you already owe under this Agreement. In either case, your Account will be closed and you will no longer have access to your Account.

**Change of Address.** Your monthly Account statements and notices about your Account will be sent to the address you provided in your application or your response to our Account solicitation. To change your address, you must call us or write to us at 1-800-324-9375 or 9929 Evergreen Way, Everett, WA 98204. We must receive this information 21 days before the date a billing cycle closes to provide your monthly Account statement at your new address. If you have an address change within 45 days of the expiration date of your Card(s), please contact the Credit Card Service Center with your new address so your new Card(s) can be mailed to your new address. We may also update your address in our records without a request from you if we receive an address change notice from the U.S. Postal Service or if we receive updated address information from our mail services vendor.

**Governing Law.** This Agreement will be governed by the laws of the State of Washington, and, as applicable, federal law, regardless of where the transactions are made.

**Severability.** All other provisions of this Agreement shall remain in full force even if one or more provisions of this Agreement are held invalid, illegal, void or unenforceable by any rule or law, administrative order or judicial decision.

**Assignment.** We may assign your Account or this Agreement without obtaining your consent. You may not assign your Account or this Agreement.

**Other Agreements.** This Agreement constitutes the entire agreement, and supersedes all prior agreements, between you and us governing the use of the Account.

**Jury Trial Waiver** YOU AND WE EACH AGREE THAT NEITHER YOU NOR WE SHALL (A) SEEK A JURY TRIAL

IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER ACTION BASED UPON, OR ARISING OUT OF, THIS ACCOUNT AGREEMENT OR ANY ACCOUNT OR THE DEALINGS OF THE RELATIONSHIP BETWEEN YOU OR US, OR (B) SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER YOU NOR WE HAVE AGREED WITH OR REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. YOU AND WE EACH ACKNOWLEDGE THAT THIS WAIVER HAS BEEN KNOWINGLY AND VOLUNTARILY MADE. **NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER OF RIGHTS UNDER THE MILITARY LENDING ACT (MLA).** COVERED BORROWERS AND THEIR DEPENDENTS ARE UNDER NO DUTY TO WAIVE THEIR RIGHT TO LEGAL RECOURSE UNDER ANY APPLICABLE PROVISIONS OF FEDERAL OR STATE LAW, INCLUDING ANY PROVISIONS OF THE SCRA, AND COVERED BORROWERS AND THEIR DEPENDENTS ARE NOT REQUIRED TO SUBMIT TO ARBITRATION.

**Venue.** In the event of any action arising out of or relating to your Account or this Account Agreement, venue shall be in a state or federal court closest to the principal office or residence of the party against whom the matter is filed.

**Attorney Fees.** In any action arising out of or relating to your Account or this Agreement, the prevailing party will be entitled to recover costs and reasonable attorneys' fees.

**Consent to Our Communications with You.** You agree that we, any of our affiliates, agents, independent contractors or service providers may monitor and record telephone calls regarding your banking services to assure the quality of our service or for other reasons. You expressly consent that we, any of our affiliates, agents, independent contractors or service providers may use written, electronic, or verbal means, or any other medium, as permitted by law and including, but not limited to, mail and facsimile, to contact you. Your consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, e-mails and/or automatic telephone dialing systems. You agree that we, any of our affiliates, agents, independent contractors or service providers may contact you by using any e-mail or any telephone number you provide, including a telephone number for a cellular phone or other wireless device, regardless of whether you incur any charges as a result.

**State Law Notices.**

- **All Card Accounts, including California, Utah, and Washington Residents:** As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. 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 (borrower) and us (creditor) 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 we may later agree in writing to modify it.
- **California Residents:** An applicant, if married, may apply for a separate account.
- **Oregon Residents:** Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month. You may pay more than the minimum payment due, up to your entire outstanding balance, at any time.

#### ***Your Billing Rights - Keep This Document for Future Use***

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

#### ***What To Do If You Find a Mistake on Your Statement***

If you think there is an error on your statement, write to us at:

WAFD BANK Credit Card Service Center  
9929 Evergreen Way, Everett, WA 98204

You may also contact us on the Web: [ask@wafdcards.com](mailto:ask@wafdcards.com)

**In your letter, give us the following information:**

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

**You must contact us:**

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing or electronically by email to [ask@wafdcards.com](mailto:ask@wafdcards.com). You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

#### ***What Will Happen After We Receive Your Letter***

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10

days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

***Your Rights If You Are Dissatisfied With Your Credit Card Purchases***

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (NOTE: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing or electronically at:

**WAFD BANK Credit Card Service Center**  
9929 Evergreen Way, Everett, WA 98204  
ask@wafdcards.com

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.

**CREDIT INFORMATION.** You have the right to dispute the accuracy of information we have reported. If you wish to do so, write us at: WAFD BANK Credit Card Service Center, 9929 Evergreen Way, Everett, WA 98204. Please include your name, address, Account number, telephone number, Social Security number and a brief description of the problem. If available, please include a copy of the credit report in question.

**Military Lending Act (MLA)**

**Statement of Military Annual Percentage Rate (MAPR)** - Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit.

In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

To listen to this statement, as well as a description of your payment obligation for this Credit Card account, call us at 800-324-9375, select option 3 for Credit Cards, then select option 2 for MLA, then option 1 for English, or option 2 for Spanish.

**Credit Card-General Payment Obligations and Calculations** - Each month we will send you a periodic statement covering the previous billing period.

Minimum Payment Calculations.

Please refer to the Minimum Payment section of this Cardmember Agreement to see how your monthly minimum payment is calculated.

Federal law requires that you receive a clear description of your required payments. Please review the disclosures and your credit agreement carefully to understand your payment obligations.



9929 Evergreen Way, Everett WA 98204 | 1-800-324-9375

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