

## SYNCHRONY BANK

## SECTION I: RATES AND FEES TABLE

## AMAZON SECURED CARD AND AMAZON PRIME SECURED CARD ACCOUNT AGREEMENT

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases - Secured Card Features</b>	<b>10.00%</b>
<b>APR for Purchases - Store Card Features</b>	<b>29.74%</b> This APR will vary with the market based on the Prime Rate.*
<b>Paying Interest</b>	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$1.50.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>.</b>
Fees	
<b>Penalty Fees</b>	
• Late Payment - Secured Card Features	Up to <b>\$5</b> .
• Late Payment - Store Card Features	Up to <b>\$40</b> .
<b>How We Will Calculate Your Balance</b>	We use a method called "daily balance." See your credit card account agreement below for more details.
<b>Billing Rights</b>	Information on your rights to dispute transactions and how to exercise those rights is provided in your credit card account agreement below.

\*Although this APR will vary, it will not exceed 29.99%.

## HOW THE TWO SETS OF FEATURES WORK

- This credit card account has two sets of credit features: The Secured Card features and the Store Card features. The two sets of credit features have different Purchase APRs and Late Payment Fees and may have different rewards available. Please see the Table above and Section II of this Agreement for more information on rates and fees and visit [www.amazon.com/securedcard](http://www.amazon.com/securedcard) for details about the rewards applicable to each set of credit features.
- Upon approval, you will only be able to access the Secured Card features of the account. The Secured Card features require a security deposit which will be equal to the credit limit on your account. If you do not complete the security deposit, the account will not be opened. Please see Section V of this Agreement for more information on the security deposit account.
- After you have been an account holder for 12 months, and if the Amazon.com account you used to apply for and fund the credit card account is still open, we will consider whether you are eligible to opt in to access the Store Card features of the account based on specific eligibility criteria and your credit profile. If you are eligible, we will notify you and you may, but are not required to, affirmatively choose to access the Store Card features. The Store Card features do not require a security deposit, but have a higher Purchase APR and Late Payment Fee and may have different rewards. If you opt in to access the Store Card features, your access to the Secured Card features will be permanently disabled.
- If you are eligible to opt in to access the Store Card features, we will provide you with important information to help you decide whether to change your credit features. This information will include, but is not limited to the following:
  - A statement that the Store Card features will have the same terms as previously disclosed;
  - The same terms for the Secured Card features and Store Card features of the account that were initially provided at account approval, unless the terms have been revised pursuant to a change in terms notice;
  - A copy of your cardholder agreement;
  - A statement that you may, but are not required to, choose to opt in to access the Store Card features of the account;
  - A statement that if you opt in to access the Store Card features, your access to the Secured Card features will be permanently disabled;
  - A reminder of the higher Purchase APR and Late Fees that will apply once the Store Card features are activated and any different benefits, as applicable;
  - A reminder that choosing to access the Store Card features means that your security deposit will be returned, minus the amount needed to pay off the existing Secured Card features balances and payments due as shown below;
  - How the effective date will be set for switching credit features and that the terms of the Store Card features will apply on or after the effective date;
  - How you may opt in (which will involve an electronic or written communication), and the deadline to do so;

- If you choose to retain access to the Secured Card features and do not opt in, that you may be considered periodically for future opportunities to opt in to access the Store Card features; and
- A method for you to ask questions about the opt in process.
- If you choose to opt in to access the Store Card features, your security deposit will be returned, minus the amount needed to pay off any:
  - a. existing non-promotional balance on the Secured Card features,
  - b. expiring (within 2 months) deferred interest promotional balances and required payment due on an Equal Monthly Payments balance, and
  - c. remaining minimum payment due on the account if not covered by a. and b.
- If you choose to opt in to access the Store Card features, we will also provide you with a replacement card and card number to access the Store Card features.
- Unless indicated otherwise, the terms of this account agreement apply to both the Secured Card features and the Store Card features.

## SECTION II: RATES, FEES AND PAYMENT INFORMATION

### AMAZON SECURED CARD AND AMAZON PRIME SECURED CARD ACCOUNT AGREEMENT

How Interest Is Calculated	
<b>Your Interest Rate</b>	<p>We use a daily rate to calculate the interest on the balance on your account each day. The daily rate for purchases is the APR times 1/365. Interest will be imposed in amounts or at rates not in excess of those permitted by applicable law.</p> <p><b><u>For Secured Card features:</u></b> The daily rate for purchases is .02740% (APR 10.00%).</p> <p><b><u>For Store Card features:</u></b> The APR for purchases is the prime rate plus 22.74%. As of November 1, 2025, the daily rate for purchases was .08148% (APR 29.74%). The daily rate for purchases for your account will not exceed .08217% (APR 29.99%).</p> <p><b>Daily Rates on Store Card features May Vary.</b> The APR and the daily rate on the Store Card features vary with the market based on the prime rate. The prime rate for a billing cycle is the highest bank prime loan rate published in <i>The Wall Street Journal</i> in its Money Rates section on the last business day of the calendar month preceding the first day of the billing cycle.</p> <p>If the prime rate increases, the daily rate and APR on the Store Card features will increase, but the APR will not exceed 29.99% for the account type stated above. As a result, interest, your total minimum payment and the number of payments it would take you to pay off your account balance may increase. We apply any change in rates because of a prime rate change to your Store Card features balance. A change in the prime rate will take effect on the first day of the first billing cycle after the change. We may select a new interest rate index if the prime rate is not available.</p>
<b>When We Charge Interest</b>	<p>We charge interest on your purchases from the date you make the purchase until you pay the purchase in full. See exceptions below.</p> <p><b><u>For Secured Card features:</u></b></p> <ul style="list-style-type: none"> <li>● We will not charge you interest during a billing cycle on any purchases if:           <ol style="list-style-type: none"> <li>1. You had no balance at the start of the billing cycle; OR</li> <li>2. You had a balance at the start of the billing cycle and you paid that balance in full by the due date in that billing cycle.</li> </ol> </li> <li>● We will credit, as of the start of the billing cycle, any payment you make by the due date that we allocate to purchases if:           <ol style="list-style-type: none"> <li>1. You had no balance at the start of the previous billing cycle; OR</li> <li>2. You had a balance at the start of the previous billing cycle and you paid that balance in full by the due date in the previous billing cycle.</li> </ol> </li> </ul> <p><b><u>For Store Card features:</u></b></p> <ul style="list-style-type: none"> <li>● We will not charge you interest during a billing cycle on any new purchases if:           <ol style="list-style-type: none"> <li>1. You had no balance at the start of the billing cycle; OR</li> <li>2. You had a balance at the start of the billing cycle and you paid that balance in full by the due date in that billing cycle.</li> </ol> </li> <li>● We will credit, as of the start of the billing cycle, any payment you make by the due date that we allocate to purchases if:           <ol style="list-style-type: none"> <li>1. You had no balance at the start of the previous billing cycle; OR</li> <li>2. You had a balance at the start of the previous billing cycle and you paid that balance in full by the due date in the previous billing cycle.</li> </ol> </li> </ul> <p>If you did not pay your balance in full in the prior billing cycle, interest will be calculated on your balance from the first day of the current billing cycle until we receive your payment in full, even if you pay your balance in full and on time and make no new charges in the current billing cycle. This interest, plus interest on that interest, will be reflected on your next billing statement.</p>

<b>How We Calculate Interest</b>	<p>We figure the interest charge on your account separately for balance types and credit features. We do this by applying the daily rate to the daily balance for each day in the billing cycle. A separate daily balance is calculated for the following balance types and credit features, as applicable: purchases and balances subject to different interest rates, plans or special promotions. See below for how this works.</p> <ol style="list-style-type: none"> <li>How to get the daily balance: We take the starting balance each day, add any new charges and fees, and subtract any payments or credits. This gives us the daily balance.</li> </ol> <p>We apply fees to balance types as follows:</p> <ol style="list-style-type: none"> <li>late payment fees are treated as new purchases; and</li> <li>debt cancellation fees are added proportionately to each balance.</li> </ol> <ol style="list-style-type: none"> <li>How to get the daily interest amount: We multiply each daily balance by the daily rate that applies.</li> <li>How to get the starting balance for the next day: We add the daily interest amount in step 2 to the daily balance from step 1.</li> <li>How to get the interest charge for the billing cycle: We add all the daily interest amounts that were charged during the billing cycle.</li> </ol> <p>We charge a minimum of \$1.50 of interest in any billing cycle in which you owe interest. This charge is added proportionately to each balance type.</p> <p>If you elect to opt in to the Store Card features as described in Section III, the effective date of your election will be communicated to you. We will use the applicable interest rate for the Store Card features for all purchases that are made on or fulfilled after this date.</p>
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<b>How Fees Work</b>	
<b>Late Payment Fee</b>	<p>We will charge this fee if we do not receive the total minimum payment due on your account by the due date in accordance with the requirements set forth on each billing statement. The late payment fee will not be more than the total minimum payment that was due.</p> <p><b>When Secured Card features are activated:</b> This fee is equal to \$5.</p> <p><b>When Store Card features are activated:</b> This fee is equal to:</p> <ol style="list-style-type: none"> <li>\$29, if you have paid your total minimum payment due on your account by the due date in each of the prior six billing cycles. OR</li> <li>\$40, if you have failed to pay your total minimum payment due on your account by the due date in any one or more of the prior six billing cycles.</li> </ol>

#### Minimum Payment Calculation

Your total minimum payment is calculated as follows.

The greater of:

- For Secured Card Features:** \$27 or \$38 (which includes any past due amounts) if you have failed to pay the total minimum payment due on your account by the due date in any one or more of the prior six billing cycles.  
**For Store Card Features:** \$29 or \$40 (which includes any past due amounts) if you have failed to pay the total minimum payment due on your account by the due date in any one or more of the prior six billing cycles.  
OR
- The sum of:
  - The following amounts, rounded up to the next highest whole dollar:
    - Any past due amounts; PLUS
    - 1% of your new balance (excluding any balance in connection with an Equal Monthly Payments Offer) shown on your billing statement; PLUS
    - Any late payment fees charged in the current billing cycle; PLUS
    - All interest charged in the current billing cycle; PLUS
  - Any payment due in connection with an Equal Monthly Payments Offer.

**For Secured Card Features:** Your total minimum payment will never be more than your new balance. Payments required in connection with an Equal Monthly Payments Offer will not be increased to, but may be included in, the \$27 or \$38 minimum amount otherwise due.

**For Store Card Features:** Your total minimum payment will never be more than your new balance. Payments required in connection with an Equal Monthly Payments Offer will not be increased to, but may be included in, the \$29 or \$40 minimum amount otherwise due.

#### Special Promotional Financing Offer Information

At times, we may offer you special financing promotions for certain transactions ("special promotions"). The terms of this Agreement apply to any special promotions. However, any special promotional terms that are different than the terms in this Agreement will be explained on promotional advertising or other disclosures provided to you. Below is a description of certain special promotions that may be offered:

**Equal Monthly Payments Offer:** When you make a qualifying purchase under an Equal Monthly Payments Offer, no interest will be charged on your promotional purchase and equal monthly payments are required equal to the total promotional purchase amount divided equally by the number of months in the promotional period until the promotional purchase is paid in full. The equal monthly payment will be rounded to the whole cent and may be higher or lower than the minimum payment that would be required if the purchase was a non-promotional purchase. For example, if you make a \$1,000 purchase that qualifies for a 24-month Equal Monthly Payments Offer, your required equal monthly payments will be \$41.67. Alternatively, if you make a \$400 purchase that qualifies for a 24-month Equal Monthly Payments Offer, your required equal monthly payments will be only \$16.67, and will not be increased to the minimum monthly payment amount that would be otherwise due. Please see any special promotional advertising or other disclosures provided to you for the full terms of any special promotion offered.

## Deferred Interest Financing Promotion

<ul style="list-style-type: none"><li>• No Interest if Paid in Full Within 6 Months</li></ul>	For each promotion, if the promotional balance is not paid in full within the promotional period, interest will be imposed from the date of purchase at the APR that applies to new purchases on your account when the purchase (or a part of the purchase) is charged to your account.
<ul style="list-style-type: none"><li>• No Interest if Paid in Full Within 12 Months</li></ul>	At the later of either the time your account was opened or you received these terms: <ul style="list-style-type: none"><li>• If you made the purchase at a time when you had access to the Secured Card features, the Purchase APR is 10.00%.</li><li>• If you made the purchase at a time when you had access to the Store Card features, the variable Purchase APR is 29.74%. Your Purchase APR will vary with the market based on the Prime rate.</li></ul>
<ul style="list-style-type: none"><li>• No Interest if Paid in Full Within 24 Months</li></ul>	

When you make a qualifying purchase under one of these promotions, no interest will be assessed on the purchase if you pay the following (the "promotional balance") in full within the applicable promotional period: (1) the promotional purchase amount, and (2) any related optional credit insurance/debt cancellation charges. If you do not, interest will be assessed on the promotional balance from the date of the purchase. Minimum monthly payments are required. Regular account terms apply to non-promotional purchases and, after promotion ends, to promotional purchases. Offers are subject to credit approval. These promotional offers may not be available at all times for all purchases. Please see any special promotional advertising or other disclosures provided to you for the full terms of any special promotion offered.

## SECTION III: STANDARD PROVISIONS

### AMAZON SECURED CARD AND AMAZON PRIME SECURED CARD ACCOUNT AGREEMENT

#### ABOUT THE CREDIT CARD ACCOUNT AGREEMENT

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

**Amazon Prime.** This Agreement applies to Amazon Secured Card and Amazon Prime Secured Card Accounts. The Amazon Prime Secured Card is only available to accountholders with an eligible Amazon Prime membership. Please see [amazon.com/prime](https://amazon.com/prime) for more details about Amazon Prime membership.

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

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

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

#### HOW TO USE YOUR ACCOUNT/CARD

**Use Of Your Account.** You may use your account only for lawful personal, family or household purposes. You may use your account for purchases at Amazon.com, Amazon Books and other Amazon owned or affiliated locations that accept the card and for purchases from other merchants who have enabled the Amazon Secured Card or Amazon Prime Secured Card as a payment option using Pay with Amazon.

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

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

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

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

**Election to Change Credit Features.** After you have been an accountholder for 12 months, we will consider whether you are eligible to opt in to access the Store Card features of the account based on specific eligibility criteria and your credit profile. If you are eligible, we will notify you and you may, but are not required to, affirmatively choose to access the Store Card features. If you choose to access the Store Card features, your access to the Secured Card features will be permanently disabled. If you choose to retain access to the Secured Card features (i.e., decline to opt in), you may be considered periodically for future opportunities to opt in to access the Store Card features. See the "How the Two Features Work" section at the beginning of this Agreement for a description of the information that will be provided to you to help you make a decision.

#### HOW AND WHEN TO MAKE PAYMENTS

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

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

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

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

## INFORMATION ABOUT YOU

**Using And Sharing Your Information.** When you applied for an account, you gave us and Amazon.com information about yourself that we could share with each other. Amazon.com will use the information in connection with the credit program and for things like creating and updating its records and offering you special benefits. More information about how we use and share information is set forth in the privacy policy for your account.

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

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

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

## IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

**Closing Your Account.** You may close your account at any time by sending a letter to the address shown on your billing statement or calling customer service. We may close your account at any time, for any reason. If your account is closed, you must stop using it. You must still pay the full amount you owe and this Agreement will remain in effect until you do. For information about what will happen to your security deposit account funds if your account is closed, please see Section V of this Agreement.

**Collection Costs.** If we ask an attorney who is not our salaried employee to collect your account, we may charge you our collection costs. These include court costs and reasonable attorneys' fees.

**Credit Bureau Reporting.** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be shown in your credit report. Tell us if you think we reported wrong information about you to a credit bureau. Write to us at P.O. Box 71737, Philadelphia, PA 19176-1737. Tell us what information is wrong and why you think it is wrong. If you have a copy of the credit report that includes the wrong information, send us a copy.

**Default.** You are in default if you make a late payment, do not follow any other term of this Agreement or become bankrupt or insolvent. If you default or upon your death, we may (a) request payment of the full amount due right away, (b) take legal action to collect the amounts owed, and/or (c) take any other action allowed.

**Disputed Amounts. The billing rights summary that follows Section V of this Agreement describes what to do if you think there is a mistake on your bill. If you send us correspondence about a disputed amount or payment, you must send it to the address for billing inquiries. We do not give up any rights under this Agreement if we accept a payment marked "payment in full" or given with any other conditions or limitations.**

**Unauthorized Use.** If your card is lost, stolen or used without your consent, call us immediately at 1-855-597-4891. You will not be liable for unauthorized use on your account, but you will be responsible for all use by anyone you give your card to or allow to use your account.

## IMPORTANT INFORMATION ABOUT THIS AGREEMENT

**Assignment.** We may sell, assign or transfer any or all of our rights or duties under this Agreement or your account, including our rights to payments. We do not have to give you prior notice of such action. You may not sell, assign or transfer any of your rights or duties under this Agreement or your account.

**Enforceability.** If any part of this Agreement is found to be void or unenforceable, all other parts of this Agreement will still apply.

**Governing Law.** Except as provided in the Resolving a Dispute with Arbitration section, this Agreement and your account are governed by federal law and, to the extent state law applies, the laws of Utah without regard to its conflicts of law principles. This Agreement has been accepted by us in Utah.

**Waiver.** We may give up some of our rights under this Agreement. If we give up any of our rights in one situation, we do not give up the same right in another situation.

## RESOLVING A DISPUTE WITH ARBITRATION

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

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

6. **NO CLASS ACTIONS.** IF EITHER YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT (A) TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER, OR (B) TO JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OF ANY OTHER PERSONS EXCEPT ACCOUNTHOLDERS ON YOUR ACCOUNT. THUS, YOU MAY NOT BRING CLAIMS AGAINST US ON BEHALF OF ANY ACCOUNTHOLDER WHO IS NOT AN ACCOUNTHOLDER ON YOUR ACCOUNT, AND YOU AGREE THAT ONLY ACCOUNTHOLDERS ON YOUR ACCOUNT MAY BE JOINED IN A SINGLE ARBITRATION WITH ANY CLAIM YOU HAVE.
7. **PROCEDURES.** The party who wants to arbitrate must notify the other party in writing. This notice can be given after the beginning of a lawsuit or in papers filed in the lawsuit. Otherwise, your notice must be sent to Synchrony Bank, Legal Operation, 777 Long Ridge Rd., Ste 2, Stamford, CT 06902-1259, ATTN: ARBITRATION DEMAND. The party seeking arbitration must select either the American Arbitration Association (AAA), 120 Broadway, Floor 21, New York, NY 10271, [www.adr.org](http://www.adr.org), or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, [www.jamsadr.com](http://www.jamsadr.com), to administer the arbitration. If neither administrator can handle the dispute, a court with jurisdiction will appoint an arbitrator.
8. The arbitration administrator will appoint the arbitrator and will tell the parties what to do next. The arbitrator must be a lawyer with at least ten years of legal experience. The arbitrator must apply the same law, consistent with the Federal Arbitration Act (FAA), that would apply to an individual action in court, but may use different procedural rules. The arbitrator will apply the same statutes of limitation and privileges that a court would apply if the matter were pending in court.
9. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). The parties will bear the fees and costs of their attorneys, witnesses and experts. However, the arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by the Agreement, the administrator's rules or applicable law.
10. The arbitration will take place by phone or at a location reasonably convenient to you. If you ask, we will pay all the fees the administrator or arbitrator charges if you cannot obtain a waiver of fees from the administrator and are acting in good faith. We will pay arbitration costs required by the administrator's rules or that are necessary for this Arbitration section to be enforced. Notwithstanding the foregoing, you will be required to advance half of all administrative fees and arbitrator's fees (and to be responsible for payment of such fees to the extent not advanced) if you pursue arbitration as part of a group of similar arbitrations, or if you otherwise seek to participate in a mass arbitration proceeding. If an arbitration already in process is later determined to be part of a mass arbitration proceeding, we shall have the right to request that the arbitrator order you to reimburse us for fees already paid or advanced.
11. **GOVERNING LAW.** This Arbitration section is governed by the FAA. Utah law shall apply to the extent state law is relevant under the FAA, unless otherwise stated herein. The arbitrator's award will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award.
12. **SURVIVAL.** This Arbitration section shall survive the repayment of all amounts owed, the termination, cancellation or suspension of the Agreement or your account or credit privileges, any legal proceeding, and any bankruptcy by you, to the extent consistent with applicable bankruptcy law. If this Arbitration section conflicts with the applicable arbitration rules or the other provisions of the Agreement, this Arbitration section shall govern.
13. **SEVERABILITY.** If any portion of this Arbitration section is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force with the following two exceptions. First, if a determination is made that the "No Class Actions" provision is unenforceable, and that determination is not reversed on appeal, then this Arbitration section shall be void in its entirety. Second, if a court determines that a public injunctive relief claim may proceed notwithstanding the "No Class Actions" provision, and that determination is not reversed on appeal, then the public injunctive relief claim will be decided by a court, and any individual claims will be arbitrated. The parties will ask the court to stay the public injunctive relief claim until the other claims have been finally concluded.
14. **HOW TO REJECT ARBITRATION.** You may reject this Arbitration section. If you do that, a court will resolve any dispute or claim. To reject this section, send us a notice within 45 days after you open your account or we first provided you with your right to reject this section. The notice must include your name, address, account number, and personal signature, and must be mailed to Synchrony Bank, P.O. Box 71734, Philadelphia, PA 19176-1734. This is the only way you can reject this section. Rejecting this Arbitration section will not affect any other provision of the Agreement. It will also not affect any prior arbitration agreement or dispute resolution provision between you and us, which will remain in full force and effect. If you don't reject this Arbitration section, it will be effective as of the date of the Agreement and will supersede any prior arbitration agreement between you and us that would otherwise be applicable.

## **SECTION IV: OTHER IMPORTANT INFORMATION**

### **AMAZON SECURED CARD AND AMAZON PRIME SECURED CARD ACCOUNT AGREEMENT**

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

1. The provision in this Agreement called "Resolving a Dispute with Arbitration" will not apply to your account. Additionally, any other provision of this Agreement that is inconsistent with the Military Lending Act will not apply to your account.
2. Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an Annual Percentage Rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).
3. You can call 1-855-367-4541 to hear the information in item 2 (above) and a description of the payment obligation for your account.

## **SECTION V: SECURITY AGREEMENT**

### **AMAZON SECURED CARD AND AMAZON PRIME SECURED CARD ACCOUNT AGREEMENT**

Definitions.

- "account" means your Amazon Secured Card or Amazon Prime Secured Card Account.
- "Agreement" includes the five sections of this document and the application you submitted in connection with the account.
- "security deposit account" means your deposit account maintained as security for the account.

**This Security Agreement.** This is the Security Agreement for your account and is applicable only when you have access to the Secured Card features of your account. You must maintain a security deposit account as security for the Secured Card features of your account and shall grant us a security interest in this security deposit account.

**Security Deposit Account.** No interest will be paid on your security deposit account so your security deposit account will have an annual percentage yield of 0.00%. You must deposit an amount equal to the credit limit of your account in order for your security deposit account to be opened. If we increase the credit limit of your account, you must deposit an amount equal to the increase in the credit limit for your account before the new credit limit will go into effect. We will provide you with instructions and requirements for funding your security deposit account (such as the methods of payment that will be accepted for deposit and the amount that you must deposit) if your application for an account is approved and you must follow those instructions and fulfill those requirements when funding your security deposit account.



You can provide one deposit of funds into your security deposit account for the full amount of the credit limit or you may request to make a series of deposits up to the total credit limit on your account. If you request, and are approved for, a series of deposits, you must provide additional information each time you make a deposit. You cannot make any withdrawals from your security deposit account. You will not receive a periodic statement for your security deposit account. You acknowledge that subject to our possession of and security interest described below in your security deposit account, you retain beneficial ownership of your security deposit account for FDIC insurance purposes.

**Grant of Security Interest.** You hereby grant to Synchrony Bank a security interest in all of your right, title and interest in your security deposit account, the funds in your security deposit account, and any proceeds of your security deposit account to secure the prompt payment and performance of your obligations in this Agreement and understand and agree that your security deposit account will be under our exclusive control. You represent that there are no lawsuits, liens or bankruptcy proceedings that might affect our interest in your security deposit account or the funds deposited into your security deposit account, and that the funds are unencumbered, as of the date that you deposit funds into your security deposit account. You have not and will not attempt to transfer or offer any right, title or interest in your security deposit account or the funds to any person other than us.

**Application of Security Deposit Account Funds.** If you are in default under any provisions of this Agreement or if your account is closed for any reason, or upon your death, we may request payment of all or a portion of the full balance of your account and you authorize us at any time(s) to withdraw all or any portion of the funds in your security deposit account and apply them as a credit (not as a payment) to reduce any amounts due on your account without sending you notice or demand for payment. We may do this in addition to any other rights we have under the law or this Agreement. If there is any such application of funds, you will continue to be responsible for making all payments as required, including, without limitation, any amounts due that are not satisfied by the application of the funds in your security deposit account.

**Return of Security Deposit Account Funds.** If you are eligible and elect to access the Store Card features, or we otherwise determine that you qualify for return of any funds from your security deposit account, we will return these funds to you by any method we deem sufficient, including by first crediting the funds to amounts due on the Secured Card features of your account. If you elect to access the Store Card features or your account is closed by you or by us, we will return any excess funds in your security deposit account after repayment of the balance on the Secured Card features of the account. If you elect to access the Store Card Features, your security deposit funds will be returned to you, minus the following amount that will be applied to your Secured Card features: amount needed to pay off your (1) existing non-promotional balance on the Secured Card features, and (2) any expiring (within 2 months) deferred interest promotional balances and required payment due on an Equal Monthly Payments balance, and (3) any remaining minimum payment due on the account if not covered by 1 and 2. If your account is closed for any reason, we will return your security deposit funds minus any amounts needed to pay off any existing balances. We will provide your security deposit to you in an approved method that you will select. If we mail a check to you, we will mail it to your mailing address on file with us. If we send an ACH payment to your bank account, we will make the payment to the bank account with the information you have provided us. In the event of your death, we will not release funds held in your security deposit account unless all amounts due on your account have been repaid and all legal documents we require are delivered to us.

**Legal Proceedings.** If a levy, garnishment, attachment or other court order against you or your security deposit account is received by Synchrony Bank, we may deem your account immediately due and payable and apply the funds in your security deposit account to payment of any balance due on your account. We may also restrict your security deposit account until the legal action or obligation is satisfied or dismissed and/or, subject to our security interest, transfer funds from your security deposit account as we may be directed in the levy, garnishment, attachment or other court order. You will be responsible for any and all losses, costs, or expenses that we may incur as a result of any levy, garnishment, attachment or other court order involving you or your security deposit account. In addition to the events of default otherwise set forth in this Agreement, you will be in default if we are served or become involved with a levy, garnishment, attachment or other court order regarding you or your security deposit account.

**Assignment.** We may sell, assign, or transfer any or all of our rights or duties under your security deposit account, including our rights to payments, without prior notice to you. You may not sell, pledge, assign, or transfer any of your rights or duties under your security deposit account.

## STATE NOTICES

**NEW JERSEY RESIDENTS:** Certain provisions of this Agreement are subject to applicable law. As a result, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

**TENNESSEE RESIDENTS:** This Agreement will not become effective unless and until we have (1) provided the disclosures required pursuant to the federal Truth in Lending Act, (2) you or an authorized user uses the account, and (3) we extend credit to you for that transaction on your account.

**WISCONSIN RESIDENTS:** No provision of a marital property agreement, a unilateral statement under sec. 766.59, Wis. Stats., or a court decree under sec. 766.70, Wis. Stats., adversely affects the interest of the creditor unless the creditor, prior to the time credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. **Married residents of Wisconsin applying for an individual account must give us the name and address of their spouse if the spouse also is a Wisconsin resident, regardless of whether the spouse may use the card. Please provide this information to us at P.O. Box 71735, Philadelphia, PA 19176-1735.**

**Your signature on the application or sales slip (or online screen) for the initial purchase approved on this account represents your signature on this Agreement. It is incorporated herein by reference.**

**We have signed this Agreement as follows:**



Brian D. Doubles  
President and Chief Executive Officer  
Synchrony Bank

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## YOUR BILLING RIGHTS SUMMARY

*Your Billing Rights: Keep This Document For Future Use*

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

*What To Do If You Find A Mistake On Your Statement*

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

Synchrony Bank  
P.O. Box 71738, Philadelphia, PA 19176-1738

In your letter, give us the following information:

- *Account information:* Your name and account number.

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

You must contact us:

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

You must notify us of any potential errors *in writing*. You may call us, but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.

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

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

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

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

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

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

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

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

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

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

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

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

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

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

Synchrony Bank  
P.O. Box 71738, Philadelphia, PA 19176-1738

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.

**[See the Privacy Policy on the following page.]**



## PRIVACY POLICY

Rev. 8/17

FACTS	WHAT DOES SYNCHRONY BANK DO WITH YOUR PERSONAL INFORMATION?		
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"><li>■ Social Security number and income</li><li>■ Account balances and payment history</li><li>■ Credit history and credit scores</li></ul>		
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Synchrony Bank chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information		Does Synchrony Bank share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes — to offer our products and services to you		Yes	No
For joint marketing with other financial companies		Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences		Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness		Yes	Yes
For our affiliates to market to you		Yes	Yes
For nonaffiliates to market to you		Yes	Yes*
To limit our sharing	<ul style="list-style-type: none"><li>■ Call <b>1-866-634-8382</b> —our menu will prompt you through your choice(s)</li></ul> <p><b>Please note:</b></p> <p>If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice, or earlier if you consent or for types of information for which you do not have the right to limit our sharing. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>		
Questions?	Call 1-855-597-4891		

What we do	
<b>How does Synchrony Bank protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Synchrony Bank collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>■ open an account or give us your contact information</li> <li>■ provide account information or pay your bills</li> <li>■ use your credit card</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account.
Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Our affiliates include financial companies, such as Synchrony Financial and its subsidiaries, including Retail Finance Credit Services, LLC and CareCredit LLC.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Nonaffiliates we share with can include the retailer named on your account and direct marketing companies.</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>■ <i>Our joint marketing partners include insurance companies.</i></li> </ul>
Other important information	
<p>If your account has a California or Vermont billing address, you are automatically treated as if you have chosen to limit our sharing of information with affiliates and nonaffiliates. If your account has a California billing address, we will not share information for joint marketing purposes with other financial companies. If your account no longer has a California or Vermont address, these special rules will stop applying and you will need to notify us if you want to exercise your right to restrict our sharing of information with affiliates or nonaffiliates.</p>	

\*Please keep in mind that, as permitted by federal law, if you choose to limit our sharing of information with nonaffiliates, your choice will not prohibit us from sharing your information with Amazon.com (and its affiliates) in connection with maintaining and servicing the Amazon Secured Card program(s), including marketing of such program(s).

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

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