

**WSFS BANK**  
**Business Credit Card Agreement**

(Also available online at [www.wsfsbank.com/creditcards](http://www.wsfsbank.com/creditcards))

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

1. **INTRODUCTION & DEFINITIONS.** This WSFS Bank Business Credit Card Agreement, the enclosed document titled “WSFS Bank Business Cash Back Visa® Credit Card Terms and Conditions” (“Credit Card Terms and Conditions”) and the enclosed document titled “Your Billing Rights” (collectively, including any amendments, the “Agreement”) are your contract with us. This Agreement contains important information about your Account, such as your annual percentage rates and certain fees.

“Account” means your WSFS Bank Business Credit Card Account governed by this Agreement.

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

“Balance Transfer” means a transfer at your request of a balance to your Account from another business credit card account with a third party (other than us or any of our affiliates) using a written or online balance transfer form we provide, or by a verbal request you make to us for such transfer. Balance Transfers include adjustments related to any Balance Transfer. See the Credit Card Terms and Conditions for Balance Transfer Transaction Fee details.

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

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

“Cash Advance” means (a) use of your Account to obtain cash from a financial institution or an automatic teller machine (“ATM”); or (b) any other use of the Card, Account number, Mobile Device or other credit device to obtain cash or purchase a Cash Equivalent. Cash Advances include adjustments related to any such Cash Advance. See the Credit Card Terms and Conditions for Cash Advance Transaction Fee details.

“Cash Equivalent” means traveler’s checks, savings bonds, foreign currency, money orders, wire transfers, lottery tickets, gift cards, purchases or reloading prepaid cards, cryptocurrency, gaming chips and other lawful methods used for gambling Transactions.

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

“Purchase” means the use of your Account to buy or lease goods or services. Purchases include adjustments related to any Purchase.

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

“We”, “us”, and “our” mean Wilmington Savings Fund Society, FSB (“WSFS Bank”), a federally chartered savings bank headquartered in Delaware, and its successors and assigns.

“You”, “your”, and “yours” mean each and every natural person and every entity that (a) applies for and is granted this Account, (b) accepts or uses this Account, or (c) has guaranteed payment of this Account, individually and/or together.

Other capitalized terms used in this WSFS Bank Business Credit Card Agreement shall have the meanings defined herein.

- A. **Promise to Pay.** You promise and agree to pay us all amounts due on your Account, including all amounts resulting from Transactions made by you, any Authorized User, and all persons you or any Authorized User allow to use your Account, plus all interest charges, Account Fees, Transaction Fees and any other amounts you may owe us under this Agreement.
- B. **Account Use and Acceptance.** By accepting your Card, using or maintaining your Account, or letting someone else use your Card or Account, you agree to all the terms of this Agreement and you acknowledge that you received a copy of this Agreement.

You may use your Account only for your lawful business or commercial purposes, and may not use your Account for personal, family or household purposes. You must not use your Account to make a payment on this or any other credit account owned by us or an entity affiliated with us. You may not use your Account, or permit your Account to be used, to make any illegal Transaction. We will not be liable if you engage in any such Transaction. We may deny authorization of any Transactions identified as internet gambling. You may not use your Account, or permit your Account to be used, to conduct Transactions in any country or territory or with any individual or entity that is subject to economic sanctions administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control. Use of your Account in this manner will be blocked.

- C. **Administrator.** You will designate and authorize one or more individuals (each, an "Administrator"), to administer and communicate with us on your behalf regarding the Account. The Administrator will perform the following duties on your behalf, as well as any other reasonable duties that we may request and you agree they may undertake: (1) the Administrator must be familiar with all aspects of your Account and Cards including but not limited to, billing procedures and the status of the Account and its cardholders; (2) the Administrator will administer, monitor and be responsible for entitlement and usage of our electronic communications and reporting systems by himself/herself and any delegates including, but not limited to, users' ability, if any, to (a) request Cards and modify Account information or usage parameters, (b) establish and modify Account authorization and other controls, and (c) access Account and Transaction data for reporting and monitoring purposes; and (3) the Administrator will verify for us, or assist us in the verification of, each cardholder's personal information and contact information upon our request and, with respect to an Account or Card for which the cardholder makes the payments, whether such cardholder has been reimbursed by you for expenditures made on such Account or Card.

You must inform us promptly of any change or termination of any Administrator or other person who has been granted access to our systems by the Administrator. You will comply with any security procedures designed to verify the origination of communications from you, the Administrator and his or her delegate(s) that we may implement from time to time. We are not responsible for errors or omissions made by you, the Administrator or his or her delegate(s) in such communications, and may act in reliance on such communications. We reserve the right to not act on any communication where we reasonably doubt its authenticity or appropriateness.

- D. **Amending This Agreement.** Except as set forth in the Arbitration Provision (Section 11), we may amend this Agreement at any time and for any reason, by adding, deleting or changing any provisions of this Agreement, including the provisions covering interest rates and fees. We may change this Agreement based on economic or market conditions, our business strategies or for any other reason, including, but not limited to, reasons unrelated to you or your Account. To the extent required by applicable law, we will post the most recent version of this Agreement to our website and we will notify you of amendments. If an amendment expressly gives you the opportunity to reject a change and you elect to reject the change in the manner provided in such amendment, we may close your Account and ask you to return all credit devices as a condition of your rejection. You will remain responsible for paying any amounts that you owe under the Account.

- 2. **GOVERNING LAW.** This Agreement is entered into in the State of Delaware and we extend credit to you from the State of Delaware. Except as set forth in the Arbitration Provision (Section 11), the laws of the State of Delaware, without regard to conflict of laws principles, and applicable federal law govern this Agreement.

### 3. **USING YOUR ACCOUNT.**

- A. **Credit Availability.**

- 1. Credit Limit and Cash Advance Limit.** We have discretion to determine your Credit Limit on your Account. We assign an initial Credit Limit upon approval of your application and issuance of your Card. This Credit Limit is disclosed to you in the materials we send with your Card. On each monthly statement, the Credit Limit on your Account is shown as the "Credit Limit" and the credit available is shown as "Available Credit". Only a portion of the Credit Limit is available for Cash Advances (the "Cash Advance Limit"). The amount of credit available for Cash Advances is disclosed on each monthly statement as "Available Cash." In our discretion and at any time, we may change the Credit Limit that applies to your Account, including any Cash Advance Limit, to the extent permitted by law. We will notify you if we change your Credit Limit or Cash Advance Limit. You may ask us to change your Credit Limit or Cash Advance Limit by contacting us by telephone at the customer service number located on the front of your monthly statement or writing to us at the address for Billing Inquiries and Correspondence located on the front of your monthly statement. We do not have to agree to any such request.
- 2. Available Credit and Available Cash.** The Available Credit and Available Cash shown on your monthly statement do not include Transactions, interest charges, fees or credits that have not posted to your Account as of that monthly cycle's closing date. As a result, the actual amount of available credit and available cash may be different from the amount shown on your monthly statement. To learn the current amount of your available credit or available cash, you may access your Account on our website or telephone us at the customer service number located on the front of your monthly statement.
- 3. Exceeding the Credit Limit or Cash Advance Limit.** Your total outstanding balance, including all Transactions that we have authorized but have not yet posted to your Account, must not be more than your Credit Limit. Similarly, the total outstanding balance of your Cash Advances, including all Cash Advance Transactions that we have authorized but have not yet posted to your Account, must not be more than your Cash Advance Limit. Each time you attempt a Transaction that would result in your total outstanding balance and authorized Transactions exceeding the Credit Limit or Cash Advance Limit, we may either allow or refuse the Transaction at our discretion. If we allow the Transaction, the amount by which your New Balance exceeds your Credit Limit, or the Cash Advance portion thereof exceeds the Cash Advance Limit, will be added to the Total Minimum Payment Due.

If we refuse the Transaction, we may advise the person attempting the Transaction of this fact. If we refuse to permit a Cash Advance or Balance Transfer, we may do so in any manner, such as by advising there are insufficient funds to pay the Cash Advance or Balance Transfer, or that Transaction has been refused.

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

- 1. Balance Transfers.** Balance Transfers are subject to our approval. We may limit the amount of any Balance Transfer, the number of Balance Transfers, the number and types of credit card accounts from which we will allow Balance Transfers, and the times, manner, and circumstances under which Balance Transfers may be requested. Balance Transfers to your Account must be from another business credit card account with a third party (other than us or any of our affiliates), and you must not transfer to your Account any balances arising from an extension of credit for personal, family or household purposes.
- 2. Mobile Device Transactions.** Transactions made using a smart phone, tablet or other electronic device on which your Account number and/or other Account information has been stored, downloaded, or which otherwise permits you to make Transactions using your Account ("Mobile Device") are covered by the terms of this Agreement. The use of a Mobile Device to make Transactions on your Account may be subject to separate terms and conditions. We are not responsible if you violate those terms, or for any consequences resulting from any violation of those terms.
- 3. Foreign Transactions.** Transactions, returns and credits made in a currency other than U.S. dollars will be converted into U.S. dollars. The conversion will be performed by the payment network associated with your Card (the "Network"). The Network follows its own methods for conversions that are subject to change. The conversion will occur on the day the Transaction, return or credit is processed by the Network, which may be different from the date of the Transaction, return or credit. As a result, the conversion rate may differ from the rate as of a Transaction date or the date a Transaction is posted to your Account.
- 4. Recurring Authorized Transactions.** Recurring authorized Transactions are automatic charges to your Account that you establish with a merchant and authorize to occur on a regular basis. You must contact the merchant to stop a recurring charge. If we send you a new Card or Account number, for example, because your

prior Card expired or was lost or stolen, it is your sole responsibility to provide merchants with updated Card or Account number information. We are not liable for any fees or other charges you incur because a recurring Transaction did not transfer to a new Card or Account number

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

**D. Statements.**

1. **General.** At the end of each Billing Cycle, if there was activity on your Account, if your Account has a debit or credit balance of more than \$1.00, or if a finance charge was imposed on your Account, we will provide a statement to you showing what you owe, the Total Minimum Payment Due, the Payment Due Date, your current Credit Limit and Cash Advance Limit, an itemized list of fees, charges, payments and credits posted to your Account during the Billing Cycle and other important information. We will mail the statement to the address we have on file for your Account, or, if you have elected to access your statements electronically, we will e-mail a notice to you at the e-mail address we have on file for your Account when your statement is available through our website.

2. **Change of Contact Information.** You must notify us promptly of any change in your address or e-mail address by calling us at the customer service number located on the front of your statement or writing us at the address for Billing Inquiries and Correspondence located on the front of your statement. Until we receive, process, and verify your new address or e-mail address, we may continue to send monthly statements, notifications, and other notices to the last address or e-mail address we have on file for your Account. However, we reserve the right to change your Account billing address if the U.S. Postal Service notifies us that your address has changed.

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

**F. Payments.**

1. **General.** You must pay each month at least the Total Minimum Payment Due by the "Payment Due Date" listed on your monthly statement. You may pay us more than the Total Minimum Payment Due, up to and including the total outstanding balance on your Account, at any time. However, any payments made in a current Billing Cycle will not affect your obligation to pay any Total Minimum Payment Due in the following Billing Cycle(s). Merchant credits, person-to-person money transfers or other credits to your Account are not treated as payments and will not reduce your Total Minimum Payment Due. We have discretion to accept or reject any payment(s) made on your Account when there is a current credit balance (*i.e.*, you do not owe any amount on your Account because prior payments or credits have resulted in a credit balance on your Account).

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

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

2. **Total Minimum Payment Due.** The "Total Minimum Payment Due" is the minimum amount you must pay by the Payment Due Date each month in order to avoid being in default of this Agreement. The Total Minimum Payment Due each Billing Cycle is calculated as follows:

- a. the greater of \$25 (or the entire amount due, if less than \$25) or 2% of the New Balance rounded up to the nearest whole dollar; plus
  - b. the amount by which the total outstanding balance exceeds the Credit Limit (and/or the amount by which the Cash Advance portion thereof exceeds the Cash Advance Limit); plus
  - c. all past due amounts.
3. **Payment Allocation.** To the extent permitted by applicable law, we allocate payments as follows: the amount of your payment up to the Total Minimum Payment Due will be allocated in any manner we choose, in our sole discretion. Payment amounts in excess of your Total Minimum Payment Due will be applied first to the balance with the highest APR and then to balances with lower APRs in descending order based.
4. **Making Payments.** Payments may be made by mail, online, at a WSFS banking location, or over the telephone as set forth in this Section 4. All payments must be in U.S. dollars and, if applicable, drawn on a financial institution in the United States.
- a. **By Mail.** Mailed payments received by 5 p.m. local time on a business day at the location specified for mailed payments on the front of your monthly statement will be credited as of the date of receipt if you use the envelope we provide to send both a single check or money order (not cash) and the applicable payment stub that we provide to you with your monthly statement. Payments received after 5 p.m. local time will be credited as of the next business day.
  - b. **Online.** Payments may be made on our website. These online payments will be credited as of the date received if we receive it by 5 p.m. Eastern Time on a business day. Payments received after 5 p.m. Eastern Time will be credited as of the next business day.
  - c. **At WSFS banking locations.** Payments made on a business day before the close of business at a WSFS banking location to one of our employees will be credited as of the date payment is received.
  - d. **By Telephone.** Payments may be made by calling us at the customer service number located on the front of your monthly statement. A telephone payment will be credited as of the date received if we receive it by 5 p.m. Eastern Time on a business day. Payments received after 5 p.m. Eastern Time will be credited as of the next business day.
  - e. **Delay in Crediting and Available Credit.** We may reject or delay crediting payments that do not follow the instructions in this Section 4. For example, there may be a delay of up to five (5) days in crediting a payment by mail if it is received at an address other than the address we specify for payments on your monthly statement or if it is received without the required payment stub. Your Available Credit may not reflect the effect of your payment for up to 15 days after we have credited a payment to your Account.
5. **Electronic Check Conversion.** Each time you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic funds transfer from the account on which the check is drawn or, at our option, to process the payment as a check transaction. Funds may be withdrawn from your bank account as early as the date your check is received and you will not receive your check back from your financial institution. If we cannot process the electronic fund transfer or if it is returned to us, you authorize us to reinitiate the electronic fund transfer from your bank account. Alternatively, we may, at our option, present the original check, a substitute check, draft or similar negotiable instrument to obtain payment. If you have questions about electronic check conversion, you may telephone us at the customer service number located on the front of your monthly statement, or write to us at the address for Billing Inquiries and Correspondence located on the front of your monthly statement.

**G. Additional Cards, Authorized Users, and Liability for Use of Your Account.**

1. **Authorized Users.** You are responsible for: (a) obtaining permission from each Authorized User before requesting that we add that person as an Authorized User on your Account; (b) providing each Authorized User with a copy of this Agreement and any other Account material we send; and, (c) when applicable notifying us to remove an Authorized User and retrieving the Card and any other credit devices from the Authorized User. We have discretion to remove an Authorized User from your Account at any time for any reason to the extent permitted by applicable law. You will remain liable for any Transaction(s) an Authorized User makes to your Account even after we have removed, or you have asked us to remove, that Authorized User. You agree that an Authorized User may have access to Account information, which may include Account balance, the Total

Minimum Payment Due on your Account, and the amount of the last payment. An Authorized User cannot add other Authorized Users. Notice to you will be considered notice to you and all Authorized Users. Authorized Users can make payments on your Account.

2. **Your Liability for Persons Using Your Account.** You are liable for: (1) any Transactions made by you or an Authorized User on your Account; (2) any Transactions made by any persons you or any Authorized User allow to use your Account by providing access to any Card(s), Account number, any other device that accesses the Account, or any other information that would enable a person to conduct Transactions that result in any charges to your Account; and, (3) any interest charges, fees and any other charges on your Account resulting from such use. These Transactions are subject to all the terms of this Agreement. To the extent permitted by applicable law, you are liable for all of these Transactions including, but not limited to, Transactions for which you may not have intended to be liable, Transactions that cause your total outstanding balance to exceed the Credit Limit (or a balance to exceed the Cash Advance Limit), and Transactions that post after you asked us to remove an Authorized User.
3. **Unauthorized Use of Your Account, Lost or Stolen Cards or Account Numbers.** If any Card, Account number, or other device used to access your Account is lost or stolen, or if you think someone used or may use any of them without your permission, including use on a Mobile Device, notify us AT ONCE by calling the customer service number located on the front of your monthly statement. You agree that we may close your Account to new Transactions, change your Account number(s) and issue you a new Card(s) with different Account number(s) if we have been notified of the possible loss, theft or unauthorized use. If we do this, you must notify anyone you have authorized to submit and post charges to your Account of your new Account number(s). Do not use your former Card or Account number after you notify us, even if your former Card is later found or returned.

You may be liable for unauthorized use of your Account; however, if we have issued fewer than 10 Cards under your Account, you will not be liable for more than \$50 and you will not be liable for any unauthorized use of your Account that occurs after you notify us of the loss, theft, or possible unauthorized use of your Card or Account number. We may require you to provide certain information in writing to help us find out what happened. You also must identify for us any charges on your monthly statement that were not made by you, or someone authorized by you, and from which you received no benefit.

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

- A. **Annual Percentage Rates (APRs).** An Annual Percentage Rate or “APR” is a rate, shown as a percentage, used to calculate interest charges on your Account. We may use different APRs for different Transactions and for promotional rate offers. We use a monthly periodic rate, with a corresponding APR, to calculate interest charges on your Account. To get the monthly periodic rate we divide the APR by 12. You can find your APRs and monthly periodic rates for Purchases, Balance Transfers and Cash Advances listed in the Credit Card Terms and Conditions document included as part of this Agreement.
- B. **Variable APRs.** The APRs for Purchases and Balance Transfers vary with the market and therefore are considered variable APRs. We calculate variable APRs by adding a percentage, called a “Margin,” to an “Index.” The Index is the highest U.S. Prime Rate published in the Consumer Money Rates section of *The Wall Street Journal's* website. The applicable Index rate for each Billing Cycle is determined on the 15<sup>th</sup> day of the calendar month that precedes the month in which that Billing Cycle begins (the “Index Date”). If the Prime Rate is not published on the 15<sup>th</sup> day (for example, because it is a weekend or holiday), the Index Date will be the next day on which the Index is published.

The variable APR(s) will increase or decrease each Billing Cycle if the Index rate changes. Once we determine the applicable Index rate, we then add your Margin(s) to the Index rate to determine the APR(s) that will apply to the applicable Billing Cycle. Any change in the variable APR(s) will take effect beginning on the first day of the Billing Cycle. For example, if a Billing Cycle begins on February 16<sup>th</sup>, the Index Date for that Billing Cycle is January 15<sup>th</sup>. We use the Index rate from January 15<sup>th</sup> and then add your Margin(s) to determine the APR(s) that will apply to the Billing Cycle that begins on February 16<sup>th</sup>.

Any new variable APR will apply to existing balances and new Transactions to which that variable APR applies. If a variable APR increases, you will pay a higher interest charge and may pay a higher Total Minimum Payment Due. If *The Wall Street Journal* stops publishing the U.S. Prime Rate, we may, in our discretion, substitute another interest

rate index as the Index. You can find the Margin used for your Purchase APR and for your Balance Transfer APR, and the U.S. Prime Rate that will apply to your first Billing Cycle, in the Credit Card Terms and Conditions.

- C. **Introductory and Promotional Rates and Fees.** A “Promotional Rate” is an APR applicable to certain qualifying new Transactions for a specified period of time. An “Introductory Rate” is a Promotional Rate that may be offered in connection with opening your Account. A “Promotional Fee” is a Transaction Fee applicable to certain qualifying new Transactions for a specified period of time. An “Introductory Fee” is a Promotional Fee that may be offered in connection with opening your Account. We may offer Promotional Rates and Promotional Fees on certain specified Transactions from time to time. You can find the Introductory or Promotional APR, as applicable, in the Credit Card Terms and Conditions document included as part of this Agreement.
- D. **Paying Interest.** Interest accrues beginning on the date of the Transaction. You cannot avoid interest charges on Cash Advances. You can avoid interest charges on new Purchases and new Balance Transfers if you pay your entire New Balance by the Payment Due Date each month. We call this a Grace Period. Your Payment Due Date is at least 25 days after the close of each Billing Cycle.
- E. **Calculating Interest Charges.** We calculate interest charges for a Billing Cycle by multiplying the “Balance Subject to Interest Rate” (as described below) for each category of Transactions by its applicable monthly periodic rate. The total interest charged for a Billing Cycle is the sum of the interest charged for each Balance Subject to Interest Rate.
- F. **Balances Subject to Interest Rates: Average Daily Balance Method (Including Current Transactions).** We calculate Balances Subject to Interest Rate separately for each category of Transaction and for Transactions subject to an Introductory or Promotional Rate. We use the “average daily balance (including current Transactions)” method to calculate your Balances Subject to Interest Rate. To get the average daily balance we take the beginning balance of your Account each day, add any new Transactions, and subtract any applicable payments, credits, unpaid interest charges, Transaction Fees and Account Fees. This gives us the daily balance. Then we add up all the daily balances for the Billing Cycle and divide the total by the number of days in the Billing Cycle. This gives us the average daily balance.

If you had a Grace Period in the prior Billing Cycle, as of the first day of the current Billing Cycle we subtract all payments and credits that are posted within the current Billing Cycle and that would apply to Purchase or Balance Transfer balances. If any category’s daily balance is a credit balance, we will treat it as a balance equal to \$0.00.

- G. **Minimum Interest Charge.** If the total interest charges on your Account for a Billing Cycle calculated as explained above would be less than \$2.00 but more than \$0, then a “Minimum Interest Charge” of \$2.00 will be assessed on your Account. The Minimum Interest Charge is in lieu of the interest charges calculated using the periodic rate in that Billing Cycle.

5. **FEES.** You agree to pay the following “Account Fees” and “Transaction Fees”:

**A. Account Fees.**

- 1. **Annual Fee.** If your Account has an “Annual Fee”, it will be billed each year, whether or not you use your Account. If applicable, the amount is listed in the Credit Card Terms and Conditions. Your payment of the Annual Fee does not affect our rights to close your Account or to limit your right to make Transactions on your Account.
- 2. **Late Payment Fee.** We will charge you a Late Payment Fee if we do not receive at least your Total Minimum Payment Due on or before the Payment Due Date. The Late Payment Fee is \$ 40.
- 3. **Returned Payment Fee.** We will charge you a Returned Payment Fee if a payment on your Account is returned for any reason. The Returned Payment Fee is \$40.
- 4. **Emergency Replacement Card Fee.** If you request a replacement Card on an expedited basis (for example, to replace a lost or stolen Card), we may charge you an emergency replacement card fee of up to \$25.

**B. Transaction Fees.**

1. **Cash Advance and Balance Transfer Transaction Fees.** We will charge you a Transaction Fee for each Cash Advance (which includes purchases of Cash Equivalents) and each Balance Transfer equal to the greater of \$10 or 3% of the amount of the Cash Advance or Balance Transfer.
2. **Foreign Transaction Fee.** We will charge you a Transaction Fee for each Foreign Transaction equal to 3% of the U.S. dollar amount of the Foreign Transaction. A "Foreign Transaction" is a Transaction made in a foreign currency (any currency other than U.S. currency), made outside the United States, or made with a foreign merchant, such as on a merchant's website (in either U.S. dollars or a foreign currency).

## 6. DEFAULT.

- A. Actions that Trigger Default.** Subject to applicable law, we may declare you to be in default of this Agreement if:
1. you do not make any required Total Minimum Payment Due by the Payment Due Date;
  2. the total outstanding balance on your Account is in excess of your Credit Limit;
  3. you violate any other term of this Agreement;
  4. you submit a payment that is returned for insufficient funds or any other reason;
  5. you voluntarily file for any form of bankruptcy, liquidation or similar proceeding;
  6. an involuntary bankruptcy, liquidation or similar form of action is brought against you;
  7. you provide any false or misleading information to us at any time in any form, including written, verbal, or electronic;
  8. you neglect to provide information in response to any request we make;
  9. a court enters an order declaring you to be either temporarily or permanently mentally incapacitated or incompetent;
  10. you are deceased, are no longer operating as a business, or, if you are an entity, you apply to be or are dissolved, or are resolved to be dissolved, or cease to carry on business;
  11. through merger, consolidation, acquisition or other fundamental corporate event or change, you experience a change in control or the sale of all or substantially all of your assets; or
  12. you experience any deterioration of your creditworthiness as determined by us based on our risk policies and procedures.
- B. Cross Default.** You hereby agree that if you are declared to be in default under any other agreement(s) between you and us now or hereafter (as the same may be amended, modified, replaced or altered from time to time), we may declare you to be in default under this Agreement.
- C. Our Rights If You Default.** If you are declared to be in default under this Agreement, we may take any and all actions permitted by law including, but not limited to, requiring that you immediately to pay the total outstanding balance on your Account, suspending your Account and cancelling all Cards until such time as the total outstanding balance has been paid, permanently closing your Account, and any other actions provided in this Agreement.
- D. Right of Setoff.** In addition to all rights of setoff against your money, securities or other property given to us by applicable law, we will have, with respect to your obligations to us under this Agreement and to the extent permitted by law, a contractual possessory security interest in and a contractual right of setoff against, and you hereby grant us a security interest in, and hereby assign, convey, deliver, pledge and transfer to us, all of your right, title and interest in and to, all of your deposits, moneys, securities and other property now or hereafter in the possession of or on deposit with, or in transit to, us or any other of our direct or indirect subsidiaries, whether held in a general or special account or deposit, whether held jointly with someone else, or whether held for safekeeping or otherwise, excluding, however, all IRA, Keogh, payroll, trust and other fiduciary accounts. Every such security interest and right of setoff may be exercised upon the occurrence and during the continuance of a default by you, without demand



upon or notice to you. We will endeavor to give you notice of any exercise of such setoff rights promptly after the exercise thereof; provided, that any failure to give or any delay in giving such notice shall not affect the validity of any such set-off or application.

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

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

- A. **Our Right to Close or Suspend Your Account.** To the extent permitted by applicable law, we may close or suspend your Account at any time, in our sole discretion, for any reason or for no reason, and without prior notice. The closure or suspension of your Account does not relieve you of any responsibilities set forth in this Agreement. You will remain fully liable for the total outstanding balance of your Account, including all Transactions, fees, and interest that accrued prior to closure or suspension and any that continue to accrue after your Account has been closed or suspended.
- B. **Your Right to Close your Account.** You may close your Account at any time by calling us at the customer service number located on the front of your monthly statement or writing to us at the address for Billing Inquiries and Correspondence located on the front of your monthly statement. Closing your Account does not relieve you of any responsibilities set forth in this Agreement. Specifically, you remain liable for the total outstanding balance on your Account, including all Transactions, interest, and fees that have accrued on your Account and any that continue to accrue after your Account has been closed.
- C. **Account Cannot Be Used After it is Closed.** Once your Account has been closed, neither you, nor any Authorized User(s), nor any other person(s) you or any Authorized User permit to use your Account, is allowed to use your Account for any Transaction. Once your Account is closed, you must: (1) destroy all Cards and any other credit devices on your Account of which you have possession or the ability to access; (2) permanently remove from every Mobile Device your Account number and any other Account information that has been stored, or downloaded, or which otherwise would permit you or any other person to make Transactions using your Account; (3) cause all Authorized Users to destroy any Cards and any other credit devices in their possession, and inform them that they must not attempt or make any further Transactions on your Account; (4) advise all persons you or any Authorized User allowed to use your Account that they must not make or attempt to make any further Transactions on your Account; and (5) advise all third parties to whom you have given permission to make recurring charges on your Account that your Account is closed and they cannot make any future charges to your Account.

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

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

- A. **How We Communicate With You.** You agree that we, our affiliates and any of their or our agents or service providers, (the "Calling Parties") may call you, leave a voicemail for you, deliver a prerecorded or artificial voice message or send you a text, e-mail or other electronic communication at any telephone number or e-mail address you provide (or have provided or will provide) to any of the Calling Parties, or send you a message by physical delivery to any address you provide to us (each, a "Communication"). You also agree that such Communications may be placed for any non-marketing purpose related to this Agreement or any other contract or agreement you have (or have had or will have) with us. Communications may be made using an autodialer and may be played by a machine automatically when the telephone is answered, whether answered by you or someone else. You understand that these Communications may also be recorded by your voicemail system. You understand that, when you receive such Communications, you may incur a charge from the company that provides you with telecommunications, wireless and/or Internet services, and that you will be solely responsible for such charges. You agree that the Calling Parties will not be liable to you for any fees, inconvenience, annoyance or loss of privacy in connection with any Communication. You further understand that anyone with access to your telephone or e-mail account may listen to or read the messages, notwithstanding the Calling Parties' efforts to communicate only with you. If any telephone number you have provided to the Calling Parties changes, or if you cease to be the owner, subscriber or primary user of any such telephone number, you agree to immediately give us notice of such facts so that we may update our records. You understand and agree that, subject to applicable law, the Calling Parties may

monitor and/or record any and all of your telephone conversations with any of their representatives for training, quality control, evidentiary, and any other purposes. However, the Calling Parties are not under any obligation to monitor, record, retain, or reproduce such recordings, unless required by applicable law. To the extent you have a right under applicable law to revoke your consent to receive (i) autodialed text messages, you may do so by replying STOP to any text message that the Calling Parties send to you, or (ii) autodialed and/or artificial/prerecorded voice calls, you may do so by writing us at WSFS Bank, Attn: Collections, 500 Delaware Ave, 10th Floor, Wilmington, DE 19801 or calling us at 1-888-WSFS-BANK.

**B. Notices Concerning Your Account.** You agree that we may send any and all required notices concerning your Account to the physical address provided to us as your billing address. In addition, if you agree to receive electronic communications, then we may send any and all required notices, or alerts that a notification is available on our website, to any email address you provide to us. Any notices or communications we send to you, to your email or billing address, will be deemed sent upon mailing or the date we send the electronic notice or communication.

**9. INFORMATION SHARING.** You authorize us to collect information about you as permitted by applicable law. We collect information from credit reporting agencies and other third parties that have financial information about you. You authorize us to share your Account information about you and any Authorized User(s) with our affiliates and third parties including credit reporting agencies. **We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.**

**10. MISCELLANEOUS.**

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

**B. Enforcing this Agreement; Severability.** We may delay or waive enforcing any of our rights or exercising any of our remedies under this Agreement or under applicable law without losing any of those rights or remedies. Even if we do not enforce our rights or exercise our remedies at any one time, we may enforce or exercise them at a later time. Except as set forth in the Arbitration Provision (Section 11), if any provision of this Agreement is found to be invalid or unenforceable, it shall not affect or impair the validity and enforceability of all remaining provisions of this Agreement.

**C. Headings.** We use headings in this Agreement for convenience and organization. They are for reference purposes only and do not affect the meaning of the provisions.

**D. Assignment; Sale of Account.** We may at any time, and without notice to you, sell, assign or transfer your Account, any amounts due on your Account, this Agreement, or our rights or obligations under your Account or this Agreement to any person or entity. The person or entity to whom we make any such sale, assignment or transfer shall be entitled to all of our rights and shall assume our obligations under this Agreement, to the extent sold, assigned or transferred. You may not sell, assign or transfer your Account or any of your obligations under this Agreement.

**E. Evidence.** You agree that we may use a copy, microfilm, microfiche or digital image of any monthly statement or other document to prove what you owe us and that the copy, microfilm, microfiche or digital image will have the same validity as the original.

**F. Entire Agreement.** The Agreement, as it may be amended from time to time, is the entire agreement between you and us relating to your Account. The Agreement replaces any other agreement relating to your Account that you and we made earlier.

**G. Representations and Warranties.** Each party to this Agreement (the "Representing Party") represents and warrants to the other party that, on each date that the Account is used or provided, the Representing Party is (a)

duly organized or formed, validly existing and in good standing in each jurisdiction where legally required, (b) has full power and authority to execute, deliver and perform its obligations under this Agreement, and (c) this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity and considerations of public policy.

**H. Limitation of Liability.** To the extent permitted by applicable law, under no circumstances shall we be liable for indirect, incidental, consequential, punitive or special damages, including without limitation lost profits or lost revenues, even if made aware of the possibility of such damages, loss of profit or loss of revenues. To the extent permitted by applicable law, we will not be liable to you or anyone using or accepting a Card, or any third party for the standard, quality or suitability of any goods or services provided by someone other than us and purchased using an Account.

## **11. ARBITRATION PROVISION**

**PLEASE READ THIS ARBITRATION PROVISION CAREFULLY. IF YOU DO NOT REJECT THIS ARBITRATION PROVISION IN ACCORDANCE WITH SUBPARAGRAPH A., BELOW, IT WILL REMAIN PART OF THIS AGREEMENT AND HAVE A SUBSTANTIAL IMPACT ON THE WAY YOU OR WE WILL RESOLVE ANY CLAIM THAT YOU OR WE HAVE AGAINST EACH OTHER, NOW OR IN THE FUTURE. FOR EXAMPLE, IF YOU DO NOT REJECT THIS ARBITRATION PROVISION, WE CAN REQUIRE INDIVIDUAL ARBITRATION OF LEGAL DISPUTES BETWEEN YOU AND US REGARDING THE ACCOUNT, AS SET FORTH BELOW, AND YOU WILL NOT HAVE THE RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR SIMILAR PROCEEDING IN COURT OR IN ARBITRATION.**

**A. Your Right to Reject:** If you do not want this Arbitration Provision to apply, you may reject it by sending us a written rejection notice which gives your name(s) and Account number(s) and contains a statement that you (both or all of you, if more than one) reject the Arbitration Provision in the agreement governing your Account(s). The rejection notice must be sent to us by certified mail, return receipt requested, to WSFS Bank, Marketing Department, 500 Delaware Avenue, Wilmington, DE 19801, Attn: Arbitration Rejection. Upon receipt of a rejection notice, we will credit your Account for the standard cost of a certified letter. A rejection notice is only effective if it is signed by you (both or all of you, if more than one) and if we receive it within thirty (30) days after the day (i) you open your Account or (ii) you become a WSFS Bank customer (such as when you become a WSFS Bank customer through a branch purchase or merger of your prior bank into WSFS Bank).

**B. Parties Subject to Arbitration; Certain Definitions:** Solely as used in this Arbitration Provision: (1) the terms “we,” “us” and “our” include: (i) Wilmington Savings Fund Society, FSB (“WSFS Bank”); its parents, subsidiaries and affiliates; their successors and assigns; and the employees, officers, directors and controlling persons of all such companies and banks (the “Bank Parties”); and (ii) any other person or company who provides any services in connection with the Account if you assert a Claim against such other person or company in connection with a Claim you assert against any Bank Party; and (2) the terms “you” and “your” include: (i) each Account holder, Administrator, and Authorized User, and each of their heirs, successors, representatives and beneficiaries; and (3) the term “Account” includes the Account established by this Agreement and any updated or substitute Account for the same Account holders.

**C. Covered Claims:** Solely as used in this Arbitration Provision: “Claim” means any claim, dispute or controversy between you and us that in any way arises from or relates to this Agreement, your Account, any other Account disclosures, any prior Agreement or account, any Card, any Account transaction or attempted transaction, data breach or privacy claims, any of the advertising, disclosures, practices, procedures and agreements related to the foregoing and the relationship(s) between you and us resulting from any of the foregoing. “Claim” includes disputes arising from actions or omissions prior to the date of this Agreement (or prior to the time this Arbitration Provision becomes part of this Agreement). “Claim” has the broadest reasonable meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). **However, it does not include any dispute about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, subparagraph G., captioned “Prohibition Against Certain Proceedings” (the “Class Action Waiver”), the final sentence in subparagraph M., captioned “Severability,” and/or this sentence); all such disputes are for a court and not an arbitrator to decide.** Notwithstanding the foregoing, the term “Claim” includes any dispute about the validity or enforceability of this Agreement as a whole. Moreover, this Arbitration Provision will not apply to any Claims that are the subject of a class

action that is pending as of the effective date of this Arbitration Provision in which you are alleged to be a member of the putative class for as long as such class action is pending.

**D. Arbitration Procedures:** Upon the demand of you or us, Claim(s) will be resolved by individual (not class or class-wide) binding arbitration in accordance with the terms specified in this Arbitration Provision. If you or we elect to arbitrate a Claim, the electing party must notify the other party in writing. This notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit. Otherwise, your notice must be sent to WSFS Bank, 500 Delaware Avenue, Wilmington, DE 19801, Attn: General Counsel, and our notice must be sent to the address for you in our files. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party prosecuting the Claim(s) to select an arbitration administrator in accordance with the paragraph below and commence the arbitration proceeding in accordance with the administrator's rules and procedures. Notwithstanding the foregoing, individual disputes that are within the jurisdiction of a small claims court (or an equivalent court) are not required to be arbitrated. You or we may bring an individual action in small claims court or, if an arbitration demand has been made, you or we may instruct the arbitration administrator to close the case because the Claim should be decided by a small claims court. But if that Claim is transferred, removed or appealed from small claims court to a different court, you or we then have the right to demand arbitration.

**E. Choosing the Administrator:** "Administrator" means the American Arbitration Association ("AAA"), 120 Broadway, 21st Floor, New York, NY 10271, [www.adr.org](http://www.adr.org), or any other company selected by mutual agreement of the parties. If both AAA and JAMS cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator or arbitrator will be selected by a court with jurisdiction. The arbitration will be conducted pursuant to the rules of the chosen Administrator that apply to the dispute and are in effect at the time arbitration is elected, including (if applicable) any supplemental rules governing mass arbitration filings or multiple case filings. The arbitrator will be appointed by the Administrator in accordance with the rules of the Administrator. However, the arbitrator must be a retired or former judge or a lawyer with at least 10 years of experience. The party initiating arbitration may select the Administrator by filing a Claim with the Administrator of that party's choice. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that would allow or require any dishonor of the Class Action Waiver.

**F. Court and Jury Trials Prohibited; Other Limitations on Legal Rights:** **YOU AND WE WILL NOT HAVE THE RIGHT TO PURSUE A CLAIM SUBJECT TO ARBITRATION IN COURT OR HAVE A JURY DECIDE THE CLAIM. ALSO, YOUR AND OUR ABILITY TO OBTAIN INFORMATION FROM ONE ANOTHER IS MORE LIMITED IN AN ARBITRATION THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU AND WE WOULD HAVE IF YOU OR WE WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.**

**G. Prohibition Against Certain Proceedings:** **NOTWITHSTANDING ANY OTHER LANGUAGE IN THIS ARBITRATION PROVISION TO THE CONTRARY, FOR CLAIMS SUBJECT TO ARBITRATION: (1) YOU AND WE MAY NOT PARTICIPATE IN A CLASS ACTION IN COURT OR IN A CLASS-WIDE ARBITRATION, EITHER AS A PLAINTIFF, CLASS REPRESENTATIVE OR CLASS MEMBER; (2) YOU AND WE MAY NOT ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; (3) CLAIMS BROUGHT BY OR AGAINST YOU OR US MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON, ABSENT THE WRITTEN AGREEMENT OF ALL PARTIES; AND (4) EXCEPT AS PROVIDED IN SUBPARAGRAPH 11.G.(3), THE ARBITRATOR SHALL HAVE NO POWER OR AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION OR MULTIPLE-PARTY ARBITRATION OR TO GRANT ANY RELIEF THAT APPLIES TO ANY PERSON OTHER THAN YOU AND US INDIVIDUALLY.** This Class Action Waiver does not limit the right of a state or federal authority to pursue a lawsuit against us, even if the lawsuit seeks relief on behalf of you and other customers; we will not have the right to compel arbitration of any such claim.

**H. Location and Costs of Arbitration:** Any arbitration hearing that you attend must take place in a venue reasonably convenient to where you reside. The parties shall pay filing, administrative and arbitrator fees in accordance with the Administrator's rules and applicable law. However, if you tell us in a personal writing signed by you that you cannot afford to pay the fees charged by the Administrator and/or arbitrator and that you were unable to obtain a waiver of said fees from the Administrator, and if your request is reasonable and in good faith, we will pay or reimburse you for all or part of the fees charged to you by the Administrator and/or arbitrator. We will always pay any fees or expenses that we are required to pay by law or the Administrator's rules or that we are required to pay for this Arbitration Provision to be enforced. The arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by this Agreement, the Administrator's rules or applicable law. However, with respect to Claim(s) asserted by you in an individual arbitration, we will pay your reasonable attorney, witness and expert fees and costs if and to the

extent you prevail, if applicable law requires us to or if we must bear such fees and costs in order for this Arbitration Provision to be enforced.

**I. Governing Law:** This Arbitration Provision involves interstate commerce and is governed by the Federal Arbitration Act (“FAA”) and not by any state arbitration law, provided, that Delaware law shall be applicable to the extent that any state law is relevant in determining the enforceability of this Arbitration Provision under Section 2 of the FAA. The arbitrator must apply applicable substantive law consistent with the FAA and the same statutes of limitations and privileges that a court would apply if the matter were pending in court. Subject to Section 10.I above, the arbitrator may award any remedy provided by the substantive law that would apply if an individual action were pending in court, including, without limitation, injunctive, equitable and declaratory relief. The arbitrator only has authority to award relief in your or our favor (and not in favor of any other person) and only to the extent necessary to provide relief warranted by your or our individual claim (and not any kind of broader or class-wide relief). If permitted by applicable law, the arbitrator may allocate compensation, expenses, and administrative fees (which include filing and hearing fees) to any party upon the arbitrator’s determination that the party’s claim or counterclaim was filed for purposes of harassment or is patently frivolous. At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.

**J. Right to Discovery:** In addition to the parties’ rights to obtain discovery pursuant to the arbitration rules of the Administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under such rules. The arbitrator shall have discretion to grant or deny that request.

**K. Arbitration Result and Right of Appeal:** Judgment upon the arbitrator’s award may be entered by any court having jurisdiction. The arbitrator’s decision is final and binding, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$50,000, any party can, within 14 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the Administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to “the arbitrator” shall mean the panel if an appeal of the arbitrator’s decision has been taken. The costs of such an appeal will be borne in accordance with subparagraph H., above, captioned “Location and Costs of Arbitration.” Any final decision of the appeal panel is subject to judicial review only as provided under the FAA. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration Provision.

**L. Rules of Interpretation:** This Arbitration Provision shall survive the closing of the Account, the termination of this Agreement, any payment in full, any breach or default, any legal proceeding and any bankruptcy to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between this Arbitration Provision, on the one hand, and the applicable arbitration rules or the other provisions of this Agreement, on the other hand, this Arbitration Provision shall govern.

**M. Severability:** If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force, except that (A) if in connection with any Claim a determination is made that the Class Action Waiver is unenforceable, and that determination becomes final after all appeals have been exhausted, only this sentence of the Arbitration Provision will remain in force and the remaining provisions shall be null and void as to that Claim, and (B) if a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action Waiver or elsewhere in this Arbitration Provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim and that determination becomes final after all appeals have been exhausted, the Claim for public injunctive relief will be determined in court and any individual Claims will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for class or public injunctive relief be arbitrated.

**N. Notice and Cure; Special Payment:** Prior to initiating a Claim, you may send us a written Dispute Claim Notice. In order for a Dispute Claim Notice to be valid and effective, it must: (1) state your name, address and Account number; (2) be signed by you; (3) describe the basis of your Claim and the amount you would accept to resolve the Claim; (4) state that you are exercising your rights under the “Notice and Cure” paragraph of the Arbitration Provision; and (5) be sent to us by certified mail, return receipt requested, at WSFS Bank, Legal Department, 500 Delaware Avenue, Wilmington, DE 19801, Attn: Dispute Claim Notice. This is the only method by which you can submit a Dispute Claim Notice. You must give us a reasonable opportunity, not less than 30 days, to resolve the Claim. If, and only if, (i) you submit a Dispute Claim Notice in accordance with this paragraph on your own behalf (and not on behalf of any other party); (ii) you cooperate with us by promptly providing the information we reasonably request; (iii) we refuse to provide

you with the relief you request before an arbitrator is appointed; and (iv) the matter then proceeds to arbitration and the arbitrator subsequently determines that you were entitled to such relief (or greater relief), you will be entitled to a minimum award of at least \$7,500 (not including any arbitration fees and attorneys' fees and costs to which you will also be entitled). We encourage you to address all Claims you have in a single Dispute Claim Notice and/or a single arbitration. Accordingly, this \$7,500 minimum award is a single award that applies to all Claims you have asserted or could have asserted in the arbitration, and multiple awards of \$7,500 are not contemplated.

**O. Amendment; Waiver; Etc.** Notwithstanding any language in this Agreement to the contrary, we will not attempt to apply any amendment to this Arbitration Provision without your written consent if and to the extent that the amendment would affect the litigation or arbitration of any Claim that has been the subject of a prior Dispute Claim Notice. However, this will not limit our power to waive any right we would otherwise have nor our power to afford you any additional right with respect to this Arbitration Provision.

