

**WSFS BANK**  
**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.** This WSFS Bank Credit Card Agreement and the enclosed document titled, "Credit Card Terms and Conditions" (together, the "Agreement") is your contract with us. This Agreement contains important information about your Account, such as your annual percentage rates and certain fees. Any amendments to the Credit Card Terms and Conditions, or to this WSFS Bank Credit Card Agreement will also be part of this Agreement. This Agreement is effective immediately upon our issuance of a credit card to you upon approval of your application.

"Account" means your WSFS Bank 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, the Card Account number, access checks 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.

"Billing Cycle" means the period of time between each monthly statement. Each monthly statement relates to a single billing cycle.

"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.

"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.

"We", "us", and "our" mean Wilmington Savings Fund Society, FSB ("WSFS Bank"), a bank and trust company headquartered in Delaware, and its successors and assigns.

"You", "your", and "yours" mean each and every person who applies for and is granted or accepts or uses an Account, and any person who has guaranteed payment of this Account, individually and together.

**A. Promise to Pay.** You promise and agree to pay us for the amounts of all credit obtained on your Account resulting from transactions made by you, any Authorized User, and all persons you or any Authorized User allow to use your Account. Credit includes all Purchases, Balance Transfers, and Cash Advances, as well as all interest charges, fees and any other charges owed under this Agreement.

**B. Account Use and Acceptance.** By accepting your Card and using or maintaining your Account, or letting someone else use your Card or your Account, you agree to all the terms of this Agreement. You acknowledge that you received a copy of this Agreement. Your signature on your application or solicitation for this Account, including without limitation any electronic signature, your Card or any Account-related document, or oral acceptance of a telephone offer, represents your signature on this Agreement.

You may use your Account for lawful personal, family, or household purposes. You must not use your Account for business or commercial purposes, or to make a payment on this or any other credit account owned by WSFS Bank or any bank affiliated with WSFS Bank.

You may not use or permit your Account to be used to make any illegal transaction. We will not be liable if you engage in an illegal transaction. We may deny authorization of any transactions identified as Internet gambling.

You may not use your Account 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. Amending This Agreement.** We may amend this Agreement at any time and for any reason, by adding, deleting or changing any provisions of this Agreement, including interest rates or 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. We will notify you of amendments to this Agreement as required by applicable law. If an amendment gives you the opportunity to reject a change, and if you reject the change in the manner provided in such amendment, we may close your Account and may ask you to return all credit devices as a condition of your rejection.
- 2. GOVERNING LAW.** This Agreement is entered into in the State of Delaware and we extend credit to you from the State of Delaware. 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. Your Credit Limit(s).** We have discretion to determine your credit limit(s) on your Account. We assign an initial credit limit upon approval of your application and issuance of your Card, which is disclosed to you in the materials we send with your Card. On each monthly statement, the total credit limit on your Account is shown as the "Credit Limit" and the total 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". At our discretion, at any time, we may change any credit limit that applies to your Account, as permitted by law. We will notify you if we change any credit limit. You may ask us to change any of your credit limits 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.** The amounts shown on your monthly statement as Available Credit and Available Cash do not include Purchases, Balance Transfers, Cash Advances, interest charges, minimum interest charges, fees, any other transactions, or credits which we receive and post to your Account after the Closing Date of that monthly statement. As a result, the actual amount of Available Credit and Available Cash may be different from the amount shown on your monthly statement. 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 for your available credit.
- 3. Exceeding the Credit 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 Purchase, Balance Transfer or Cash Advance, which would result in your total outstanding balance and authorized transactions exceeding a credit 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 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 credit has been refused.

**B. Types of Transactions.** You may use your Account to obtain credit for Purchases, Balance Transfers and Cash Advances.

- 1. Purchases.** "Purchase" means the use of the Card, Account number, Mobile Device or other credit device to buy or lease goods or services. A transaction that is defined as a Cash Advance is not a Purchase. If you use your Card to purchase goods or services by telephone, mail, or internet, you agree that your signature is not necessary as identification in such cases. Purchases include adjustments related to any Purchase.
- 2. Cash Advances.** "Cash Advance" means (1) use of the Card, Account number, Mobile Device or other credit device to obtain cash from a financial institution or an automatic teller machine ("ATM"); (2) use of the Card, Account number, Mobile Device or other credit device to purchase a Cash Equivalent. A "Cash Equivalent"

includes traveler's checks, savings bonds, foreign currency, money orders, wire transfers, lottery tickets, gift cards, purchases or reloading prepaid cards, gaming chips and other lawful methods used for gambling transactions; or (3) use of an access check you sign as drawer. An "access check" means a check we send to you that can be used to obtain credit on your Account. Access checks will have an expiration date. An access check may not be used after its stated expiration date. We will not honor an access check that posts after the expiration date. We may decline an access check that posts prior to its expiration date if we suspect the access check to be fraudulent, if your Account is not in good standing or has insufficient applicable credit available at the time the access check is presented for payment, or if the access check is damaged or unable to be processed. Cash Advances include adjustments related to any such Cash Advance.

3. **Balance Transfers.** "Balance Transfer" means a transfer at your request of a balance to your Account from another 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. A transaction that is defined as a Cash Advance is not a Balance Transfer. We may limit the number and types of credit card accounts from which we will allow Balance Transfers, and the times, manner, and circumstances in which Balance Transfers may be requested. The minimum Balance Transfer amount that we will process is \$250 (plus the Balance Transfer Transaction Fee). See the Credit Card Terms and Conditions for Balance Transfer Transaction Fee details.
4. **Mobile Devices.** Any Purchases or other transactions made using a smart phone, tablet or other electronic device on which your Account number and/or other Account information has been stored or downloaded ("Mobile Devices") are covered by the terms of this Agreement. Applications that use your Account information to make transactions may have separate terms of use. We are not responsible if you violate those terms, or for any consequences resulting from any violation of those terms.
5. **Access Checks.** You may not issue a postdated access check on your Account. If you do, we may, at our discretion, either honor it upon presentment to us for payment, or return it unpaid to the person that presented it to us for payment, without waiting for the date shown on the access check. We are not liable to you for any loss or expense as a result of either action. If you want us to stop payment on an access check, 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. Give us the access check number, dollar amount and payee exactly as they appear on the access check. We will not be liable to you if we cannot complete the stop payment request.
6. **Foreign Transactions.** If you make a transaction in a foreign currency (including for example purchasing online from a foreign merchant), the transaction amount will be converted to a U.S. dollar amount by Visa International in accordance with Visa's operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, those regulations and procedures provide that the currency conversion rate to be used is either the government mandated exchange rate or the wholesale exchange rate, in effect one day before the date of the conversion, as applicable. The currency conversion rate used by Visa International on the currency conversion date may differ from the conversion rate in effect on the transaction date or posting date of the transaction. Visa International's procedures may change without notice.
7. **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, usually monthly. 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 a new Account number. Some merchants are able to automatically access your new Card or Account number, in which case recurring transactions will continue.

**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 presented on your Account. These include transactions made by Card, Account number, access check, Mobile Device, and any other credit device. We are not liable for any refusal to honor your Account. We are not liable for retention of the Card by us, a financial institution, or any provider of goods or services.

**D. Statements.**

1. **General.** At the end of each monthly Billing Cycle, if there was activity on your Account, we will send you a statement showing what you owe, the minimum payment due, the Payment Due Date, your current credit 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 or deliver the monthly statement to the 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.

2. **Change of Address.** You must notify us promptly of any change in your address by contacting 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. Until we receive, process and verify your new address, we may continue to send monthly statements and other notices to the last address we have on file for your Account.

**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 time period). 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 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” noted on each monthly statement on your Account. 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 count toward any Total Minimum Payment Due in the following Billing Cycle(s). Merchant credits or 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 and 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 that payment to your Account and you will remain fully liable for any remaining total outstanding balance above the amount of your payment. No payment shall operate as an accord and satisfaction without the prior written approval of an officer of WSFS authorized to provide such approvals.

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 can either honor it upon presentment, or return it uncredited to the person who presented the check. We are not liable to anyone for any loss or expense arising from the action(s) we take with respect to such postdated check.

2. **Total Minimum Payment Due.** The Total Minimum Payment Due each Billing Cycle is:
  - a. the greater of \$25 (or the entire amount due, if less than \$25) or 2% of the New Balance; plus
  - b. the amount by which the New Balance exceeds the Credit Limit; plus
  - c. all past due amounts.

The Total Minimum Payment Due will be rounded up to the nearest whole dollar, unless New Balance exceeds the Credit Limit, but will not be greater than your New Balance.

3. **Payment Allocation.** We allocate payments at our discretion as permitted by applicable law. The amount of your payment equal to the Total Minimum Payment Due will be allocated first to unpaid Transaction Fees, Account Fees, and Minimum Interest Charges, then to unpaid interest charges, then to the balance with the lowest APR and then to balances with higher APRs. Payment amounts in excess of your Total Minimum Payment Due will be applied to balances with higher APRs before balances with lower APRs and any remaining portion to the other balances in descending order based on the applicable annual percentage rate..

4. **Making Payments.** Payments may be made by mail, online, at a WSFS Bank branch, or over the telephone. All payments must be in U.S. dollars and, if applicable, drawn on a U.S. bank. “Business Day” is defined as Monday through Friday, excluding federal holidays.
  - a. **By Mail.** Mailed payments received by 5 p.m. local time at the location specified on the front of the monthly statement after the phrase, “Mail Your Payments To” will be credited as of the date of receipt if: a single

check or money order, not cash, is in the envelope we provide, with the monthly statement payment stub; the check or money order is in U.S. dollars and is issued by a financial institution in the United States; and, you follow the additional payment instructions provided on or with the monthly statement. Payments received after 5 pm local time but that otherwise meet these requirements will be credited as of the next Business Day.

- b. **Online.** Payments may be made online using the WSFS online banking tool available on our website. These online payments will be credited as of the date received if we receive it by 5 p.m. Eastern Time and the payment is in U.S. dollars, drawn on a U.S. financial institution. Payments received after 5 p.m. but that otherwise meet these requirements will be credited as of the next Business Day.
  - c. **At WSFS Bank branches.** Payments made by the close of business at a WSFS branch 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 or by visiting the website specified on the front of your monthly statement. These payments will be credited as of the date received if we receive it by 5 p.m. Eastern Time and the payment is in U.S. dollars, drawn on a U.S. financial institution. Payments received after 5 p.m. Eastern Time but that otherwise meet these requirements 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 above. 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 limit(s) may not reflect the payment for up to 15 days after we have credited a payment to your Account.
5. **Electronic Check Conversion.** Each time you send 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 and Authorized Users.**

1. **Unauthorized Use of Your Account.** If any Card, Account number, access check, or credit device is lost or stolen, or if you think someone used or may use them without your permission, including use on a Mobile Device, you must notify us immediately by calling the customer service number located on the front of your monthly statement.
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 all persons you or any Authorized User allow to use your Account by providing access to any of the Card(s), Account number, access check, any other credit device, or any other information that would enable a person to conduct transactions that result in any charges to your Account for Purchases, Cash Advances or Balance Transfers; and, (3) any interest charges, fees and any other charges on your Account resulting from such use. These transactions are subject to all terms of this Agreement.

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 which cause your total outstanding balance to exceed the credit limit, and transactions that post after you asked us to remove the Authorized User. Your Account does not permit you to limit the nature or amount of authority you allow a person with access to your Account, and you may not attempt to do so.

3. **Authorized User.** You are responsible for: (1) obtaining permission from each Authorized User before requesting that we add that person as an Authorized User on your Account; (2) providing each Authorized User with a copy of this Agreement and any other Account material we send; and, (3) notifying us to remove an Authorized User and retrieving the Card, any access checks and other credit devices from the Authorized User.

We have discretion to remove an Authorized User from your Account at any time for any reason as permitted by applicable law. You will remain liable for any transaction(s) the Authorized User makes to your Account. If we remove an Authorized User we will close your Account and issue you a new Card.

You agree that an Authorized User can have access to limited Account information, including 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. We may report information about your Account to credit reporting agencies in the Authorized User's name that may appear on their credit report. Authorized Users can make payments on your Account.

- H. **Lost or Stolen Cards, Account Numbers or Access Checks.** If any Card, Account number or access check is lost or stolen, or if you think someone used or may use any of them without your permission, 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 Card or Account number after you notify us, even if your Card is later found or returned.

Under VISA U.S.A. Inc.'s "Zero Liability Policy" you may not be liable for the unauthorized use of your Account or Card that results in a fraudulent transaction made over the VISA network. To be eligible, you must notify us immediately of any unauthorized use of your Account or Card. We will provisionally credit you for losses from the unauthorized Card use within five Business Days of your notification to us of the loss. The VISA Zero Liability Policy does not apply to transactions made at an ATM or to any transactions made using your PIN that are not processed by VISA. We may impose greater liability, or withhold, delay, limit or rescind any provisional credit that we provide to you under the Zero Liability Policy, based on factors such as your gross negligence or fraud, your delay in reporting unauthorized use, our investigation and verification of your claim, your Account standing and history and other factors. If you are not eligible for the VISA Zero Liability Policy or it otherwise does not apply, you may be liable for unauthorized use of your Account, but not for more than \$50. 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. **Interest Rates - Annual Percentage Rates (APRs).** 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. The APRs for Purchases and Balance Transfers vary with the market, based on the U.S. Prime Rate, and are variable.
- B. **Variable APRs.** We calculate variable APRs by adding a percentage, called a "Margin", to an index, which is the highest U.S. Prime Rate published in the Money Rates section of *The Wall Street Journal* on the last publication day in each of your Billing Cycles. The variable APR will increase or decrease each Billing Cycle if the Prime Rate changes. Any change in the variable APR will take effect beginning on the first day of your next Billing Cycle. This new variable APR will apply to existing balances and new transactions that have a variable APR. If the 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 index. You can find the Margin used for your Purchase APR and for your Balance Transfer APR, and the current U.S. Prime Rate in the Credit Card Terms and Conditions document included as part of this Agreement. Each statement closing date is the last day of that Billing Cycle. A Billing Cycle begins on the first day following the closing date on your last monthly statement, and ends on the statement closing date. Each monthly statement shows one Billing Cycle.
- 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 on your Account 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.** Your Payment Due Date is at least 25 days after the close of each Billing Cycle. We will not charge you any interest on Purchases or Balance Transfers if you pay your entire New Balance by the Payment Due Date each month. If you do not use your Account for Cash Advances, you will not pay interest on Purchases if you pay the Total Minimum Payment Due and the total outstanding Purchase balance by the Payment Due Date each month. If you do not use your Account for Cash Advances, you will not pay interest on Balance Transfers if you pay the Total Minimum Payment Due and the total outstanding Balance Transfer balance by the Payment Due Date each month.

We will begin charging interest on each Cash Advance on the transaction date of such Cash Advance. The transaction date for access checks is the date such check is first deposited or cashed. There is no time period in which you may repay a Cash Advance and avoid the imposition of interest charges.

We will begin charging interest on any unpaid balance of purchase transactions the next business day after the due date each month.

- E. Calculating Interest Charges.** We calculate interest charges for a Billing Cycle by multiplying the Balance Subject to Interest Rate 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 (Excluding Current Purchases and Balance Transfers)).** We calculate Balances Subject to Interest Rate separately for Purchases, Balance Transfers, and for each Introductory or Promotional Rate on Purchases and Balance Transfers. To get the average daily balance we take the beginning balance of your Account each day and subtract any payments, credits, and any unpaid interest charges, Minimum Interest Charges, Transaction Fees and Account fees. We do not add new Purchases or Balance Transfers. If any day's daily balance is a credit balance we will treat it as a balance equal to \$0.00. 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.

- G. Average Daily Balance Method (Including Current Cash Advances).** We calculate Balances Subject to Interest Rate for Cash Advances as follows: To get the average daily balance we take the beginning balance of your Account each day, add new Cash Advances and subtract any payments, credits, and any unpaid interest charges, Minimum Interest Charges, Transaction Fees, and Account fees. If any day's daily balance is a credit balance we will treat it as a balance equal to \$0.00. 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.

- H. Minimum Interest Charge.** If the total interest charges on your Account for a Billing Cycle are less than \$2.00, 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 monthly periodic rate in that Billing Cycle.

- I. NOTICE TO MILITARY LENDING ACT COVERED BORROWERS - Statement of MAPR:** Federal law provides important protections to members of the Armed Forces and their dependents ("Covered Borrowers") relating to extensions of consumer credit. In general, the cost of consumer credit to a Covered Borrower may not exceed an Annual Percentage Rate of 36 percent. This rate must include, as applicable to the credit transaction or account: (1) the costs associated with credit insurance premiums; (2) fees for ancillary products sold in connection with the credit transaction; (3) any application fee charged (other than certain application fees for specified credit transactions or accounts); and (4) any participation fee charged (other than certain participation fees for a credit card account). **Oral Disclosures.** Before signing this Agreement, in order to hear important disclosures and payment information about this Agreement, please contact us at 1-877-332-3305 for information and disclosures on protections offered to you under the Military Lending Act.

- 5. FEES.** You agree to pay the fees described below whenever applicable.

- A. 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 right to close your Account or limit your right to make transactions on your Account.

- B. Cash Advance (including Cash Equivalents) and Balance Transfer Transaction Fees**

1. **Cash Advance and Balance Transfer Transaction Fees.** We will charge you a transaction fee for each Cash Advance (which includes Cash Equivalents) or 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, or 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).
- C. **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 its Payment Due Date. The Late Payment Fee is \$27 for the first occurrence and \$35 for any additional occurrence(s) during the next six Billing Cycles; provided, however, that the Late Payment Fee will not exceed the Total Minimum Payment Due immediately prior to assessment of the fee.
- D. **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 \$27 for the first occurrence and \$35 for any additional occurrence(s) during the next six Billing Cycles; provided, however, that the Returned Payment Fee will not exceed the Total Minimum Payment Due immediately prior to assessment of the fee, and will not exceed the amount of the payment being returned.
- E. **Other fees.**
  1. **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.
  2. **Stop Payment Fee.** If you ask us to stop payment on an access check, we may charge you a Stop Payment Fee of \$35.

## 6. DEFAULT.

### A. Actions that Trigger Default. You will be in default of this Agreement if:

1. you do not make any required Total Minimum Payment Due by the stated 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;
6. an involuntary bankruptcy action is filed 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; or
10. you are deceased.

### B. Our Rights If You Default. If you default under this Agreement, we may take any and all actions permitted by law including, but not limited to, requiring you immediately to pay the total outstanding balance on your Account, suspending your Account until such time as the total outstanding balance has been paid, permanently closing your Account, and any other actions provided in this Agreement.

### C. Collection Costs. 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. We may close or suspend your Account at any time, unless expressly prohibited by applicable law. We may do this in our 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. Upon the closing or suspension of your Account, you remain fully liable for the total outstanding



balance on 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 Closed.** Once your Account has been closed by us or closed at your request, neither you, any Authorized User(s), or any person(s) you or any Authorized User allow to use your Account is allowed to use your Account for any transaction. Upon closing of your Account, you must: (1) destroy all Cards and access checks and any other credit devices on your Account over which you have possession or the ability to access; (2) cause all Authorized Users to destroy any Cards, access checks and any other credit devices on your Account in their possession, and inform them that they must not attempt or make any further transactions on your Account; (3) advise all persons you or any Authorized User allow to use your Account, that they must not make or attempt or make any further transactions on your Account; and (4) 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, any of our affiliates, and our successors and assigns 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 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 any of the Calling Parties notice of such facts so that the Calling Parties may update their 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.
- 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 email notifications, then we may send any and all required notices to any email address you provide to us. Any notices we send to you, to your email or billing address, will be deemed sent upon mailing.

## **9. INFORMATION SHARING.**

- A. Information We Collect and Share.** 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. Please see our Privacy Policy, which is enclosed with your Account opening material. It describes the reasons WSFS can share its customers' personal information.

**B. How to Dispute Reports Regarding Your Account.** If you think the information we furnished to consumer reporting agencies about you or your Account is not accurate or complete, please write to us at: P.O. BOX 30495 Tampa, FL 33630. With your letter, please provide us with:

- Your name, address and telephone number;
- The Account number(s) for the Account(s) you are disputing;
- A description of the specific information you are disputing and an explanation of the basis for your dispute; and
- Copies of documents that support your dispute. These could include (but are not limited to): a copy of your consumer report showing the information that you are disputing, your monthly statements, a court order or (if applicable) a copy of a police report or fraud or identity theft affidavit.

If you fail to provide us with the information listed above, we may be unable to investigate your dispute. We will notify you of the results of our investigation within 30 days of receiving your dispute. A delay may be experienced if the dispute is not mailed to the address above. We may take up to 45 days to investigate your dispute if, after providing us with your initial notice of dispute, you provide us with additional information that is relevant to our investigation. If our investigation finds that the information you are disputing was inaccurate, we will notify each consumer reporting agency(ies) to which we provided the inaccurate information of our determination and provide the consumer reporting agency(ies) with the information necessary to correct the inaccuracy.

We will have no duty to investigate disputes that are substantially similar to a prior dispute that we have responded to, or that relate to your identifying information (such as your name, date of birth, Social Security number, telephone number(s) or address(es)), inquiries or requests appearing on your consumer report, information from public records (such as judgments, liens, or bankruptcies, unless these matters relate to your Account(s) with us), information related to fraud or active duty alerts on your report, or information provided to the consumer reporting agency from someone other than us. We will also have no duty to investigate your dispute if we reasonably believe it was submitted or prepared by (or submitted on a form supplied to you by) a credit repair organization. If we determine that we will not investigate your dispute for one of these (or some other) reason(s) we will notify you of that determination within five Business Days.

## **10. Miscellaneous.**

- A. Account Benefits.** We may offer you certain third-party 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 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. 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 (e.g., Account Use and Acceptance) for convenience and organization. They are for reference purposes only and do not impact 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. No Security.** Your Account is unsecured. We are not taking a security interest in any property in connection with your Account.

- F. **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.
- G. **Entire Agreement.** The Agreement 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 or at the same time. In the event of a conflict between this Credit Card Agreement and any other document (including the other documents that are collectively called the Agreement), this Credit Card Agreement will control unless otherwise expressly provided in the other document.
- H. **Cardholder:** Your name, address and signature (including any electronic or digital signature) and the date on any application or solicitation or on any sales slip or other evidence of indebtedness on your Account represents your name, address and signature and the date on this Agreement.

## 11. **Arbitration Provision.**

**THIS ARBITRATION PROVISION DOES NOT APPLY TO SERVICE MEMBERS AND THEIR DEPENDENTS WHO ARE ENTITLED TO PROTECTION UNDER THE MILITARY LENDING ACT (10 U.S.C. § 987). IF YOU WOULD LIKE MORE INFORMATION ABOUT WHETHER YOU ARE ENTITLED TO PROTECTION UNDER THE MILITARY LENDING ACT AND WHETHER THIS ARBITRATION PROVISION APPLIES TO YOU, PLEASE CONTACT US AT 1-888-WSFS-Bank.**

**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 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 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, and any of the advertising, disclosures, practices, procedures and agreements related to 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. We will not demand to arbitrate an individual Claim that you bring against us in small claims court or your state’s equivalent court, if any. But if that Claim is transferred, removed or appealed to a different court, we then have the right to demand arbitration.

**E. Choosing the Administrator:** “Administrator” means the American Arbitration Association (“AAA”), 1633 Broadway, 10th Floor, New York, NY 10019, [www.adr.org](http://www.adr.org); JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, [www.jamsadr.com](http://www.jamsadr.com); 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. 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 WILL NOT HAVE THE RIGHT TO PURSUE A CLAIM SUBJECT TO ARBITRATION IN COURT OR HAVE A JURY DECIDE THE CLAIM. ALSO, YOUR ABILITY TO OBTAIN INFORMATION FROM US IS MORE LIMITED IN AN ARBITRATION THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU 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 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 MAY NOT ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; (3) CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND (4) 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. At your written request, we will pay all filing, hearing and/or other fees charged by the Administrator and arbitrator to you for Claim(s) asserted by you in an individual arbitration after you have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which you reside. (If you have already paid a filing fee for asserting the Claim(s) in court, you will not be required to pay that amount again). In addition, the Administrator may have a procedure whereby you can seek a waiver of fees charged to you by the administrator and 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. 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, punitive damages (which shall be governed by the Constitutional standards employed by the courts), 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). 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. Unless the parties agree otherwise, and to the extent feasible, the appeal will be conducted pursuant to or modeled after the JAMS Optional Appeal Procedure, available at <https://www.jamsadr.com/appeal/>. 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, 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, only this sentence of the Arbitration Provision will remain in force and the remaining provisions shall be null and void, provided that the determination concerning the Class Action Waiver shall be subject to appeal, 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 seeking monetary relief 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 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.

