

**WSFS Bank Business Cash Back Visa®  
Credit Card Terms and Conditions**

Rates, fees, and other important costs of the WSFS Bank Business Cash Back Visa Credit Card are disclosed below. Additional fees and account terms are described in the WSFS Bank Business Credit Card Agreement ("Agreement") that will be enclosed with the card if a card is issued. The terms disclosed below and in the Agreement may be changed at any time subject to applicable law. Based on our evaluation of your business credit report and other factors, if approved for a WSFS Bank Business Cash Back Visa Credit Card, you will receive a credit card account ("Account") with a minimum credit line of \$500. For purposes of these disclosures, "you" and "your" mean each entity or individual that applies for an Account.

<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>13.99%, 16.99%, 19.99% or 22.99%</b> , based on your creditworthiness.  This APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	<b>0%</b> introductory APR for 9 billing cycles if Balance Transfer request is posted within 3 billing cycles of account opening.  After that, your APR will be <b>13.99%, 16.99%, 19.99% or 22.99%</b> , based on your creditworthiness.  This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>24.99%</b>
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$2.00.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>.</b>
<b>Fees</b>	
<b>Annual Fee</b>	<b>None</b>
<b>Transaction Fees</b>	
• Balance Transfer	Either <b>\$10</b> or <b>3%</b> of the amount of each Balance Transfer, whichever is greater.
• Cash Advance	Either <b>\$10</b> or <b>3%</b> of the amount of each Cash Advance, whichever is greater.
• Foreign Transaction	<b>3%</b> of each transaction in U.S. dollars.
<b>Penalty Fees</b>	
• Late Payment	Up to <b>\$35</b> .
• Returned Payment	Up to <b>\$35</b> .

**How We Will Calculate Your Balance:** For Purchase and Balance Transfer balances, we use a method called "average daily balance (excluding new purchases and new balance transfers)." For Cash Advance balances, we use a method called "average daily balance (including new cash advances)."

**Billing Rights Summary:** Information on your right to dispute transactions is included with the account-opening disclosures.

**How the Variable APRs on your Account are Determined:** Unless an introductory or promotional APR is applicable, the APRs on your Account for Purchases and Balance Transfers will be determined each billing cycle by adding a “margin” to the “Index”. Please see below and in your Agreement for more information.

**Margins:** For Purchases and Balance Transfers, a margin of 9.24%, 12.24%, 15.24% or 18.24% will be added to the Index, based on your creditworthiness.

**Index:** The APRs that apply to your Account for Purchases and Balance Transfers are subject to change each Billing Cycle with changes to the Index. The Index is the Prime Rate (U.S.) as published in the Money Rates section of The Wall Street Journal. As of 10/31/2019, the Prime Rate was 4.75%.

**Payment Allocation.** Payments are allocated at our discretion as permitted by applicable law. The amount of each payment equal to the Total Minimum Payment Due is 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 the Total Minimum Payment Due will be applied to balances with higher APRs before balances with lower APRs.

**Important Information About Procedures for Opening a New Account (USA Patriot Act):** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**About This Credit Card Program:** This credit card program is issued and administered by Wilmington Savings Fund Society, FSB located in Wilmington, Delaware. Any Account opened in response to this application shall be governed by the laws of the State of Delaware. Visa is a registered trademark and service mark of Visa International Service Association, and is used pursuant to a license.

**Card Eligibility:** To be eligible for an Account, you must meet certain minimum income, residency, age, credit quality and other requirements.

**Balance Transfers:** You may be able to transfer balances from eligible credit card accounts to your Account.

**Balance Transfers are subject to a fee based on the amount of the transfer with a minimum fee as indicated in the Fees Table above, and are subject to your available credit limit.** If the total amount requested exceeds your available credit limit, we may send full or partial payment to your creditors in the order provided to us.

We may limit the number and types of accounts from which we will allow Balance Transfers, and the times, manner, and circumstances in which Balance Transfers may be requested. Balance Transfers may not be payable to you or made payable to cash. Balance Transfers may be used to pay off other creditors, but cannot be used to pay down or to pay off accounts owned by WSFS Bank or to any bank now or previously affiliated with WSFS Bank.

It may take 2 to 4 weeks to process a Balance Transfer request after your Account is opened. You must continue paying each of your creditors until the requested Balance Transfer appears on your monthly billing statement sent to you by your creditor as a credit. Your other account(s) will not be closed even if you transfer your entire balance(s). If you want to close such other account(s), please contact your other creditors directly.

**Introductory or Promotional APRs on Balance Transfers: If you take advantage of a 0% Introductory or Promotional Annual Percentage Rate (APR) Balance Transfer offer and then you use your Account to make new Purchases, you can avoid paying interest on those new Purchases if you pay the Minimum Payment Due and the total outstanding Purchases balance (this includes any fees that may have been assessed to your Account) by the Payment Due Date shown on your monthly billing statement. By following these instructions and paying timely, you will not be assessed interest on new purchases made during that billing cycle and you will be able to maintain the benefits of carrying balance transfer balances at the 0% introductory APR.**

**Transfers requested with Convenience Checks are processed as Cash Advances, not as Balance Transfers.** If you have a dispute with a creditor and pay that creditor with a Balance Transfer or Convenience Check, you may lose certain dispute rights with that creditor.

**Your Telephone Number:** When you give us your mobile phone number, we have your permission to contact you at that number about your Account. Your consent allows us to use text messaging, artificial or pre-recorded voice messages and automatic dialing technology for informational and Account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your Account(s). Message and data rates may apply. You may contact us anytime to change these preferences.

**Monitoring/Recording of Telephone Calls:** You consent and agree that we, any of our affiliates, and any other persons that we authorize in accordance with applicable law, may monitor and/or record any and all telephone communications with you without any additional notice of such monitoring or recording, unless expressly required by applicable law.

**Information Sharing:** WSFS Bank's Privacy Policy is available online at [www.wsfsbank.com/Privacy-Policy](http://www.wsfsbank.com/Privacy-Policy)

**Important Notice & Acknowledgement:** By signing or otherwise authorizing and submitting an application, you authorize Wilmington Savings Fund Society, FSB, its successors, assigns, employees and designated agents (together, "WSFS Bank", "we" or "our"), to gather and obtain credit, employment and other information about you, including credit bureau reports, that WSFS Bank may deem necessary or appropriate in order to evaluate your application for credit. If your application is approved and credit is extended to you, you further authorize WSFS Bank to re-verify any or all of such information from time to time, including obtaining additional credit bureau reports, for any legitimate or permissible purpose in connection with such extension of credit, such as for the purpose of reviewing the Account, increasing or decreasing the credit line on the Account, or for taking collection on the Account, and to furnish information concerning your Account and our experience with you to credit reporting agencies and others who may properly receive that information. If you ask, you will be informed whether or not a credit report was requested, and if a report was requested, you will be informed upon request of the name and address of the credit reporting agency that furnished the report. You agree that all credit card applications remain the property of WSFS Bank. By submitting a credit card application to WSFS Bank, you also certify that all the information you have provided is true and complete, that no essential information has been concealed, and that no misrepresentations have been made on the application. If approved, you agree to the terms and conditions applicable to the Account for which you are approved. By submitting a credit card application to WSFS Bank you agree to the Credit Card Terms and Conditions, including the important rate, fee and cost information and the conditions of the Agreement, including the right of WSFS Bank to change terms and add new terms to the Account at any time. By activating a card or the Account or allowing an authorized person to activate or use a card or the Account, you personally agree to fully pay all amounts owed in connection with the Account as required by the Agreement. You also agree that the federal and state courts sitting in New Castle County, Delaware shall have exclusive jurisdiction over any judicial action or proceeding relating to or arising out of the Account or the Agreement, and you agree to submit to the personal jurisdiction of such courts. You also agree to waive the right to a trial by jury. You agree that the account will only be used for lawful business purposes, and not for any personal, family or household purpose. You further acknowledge you are at least 18 years of age (19 years of age for residents of Alabama or Nebraska or 21 years of age if you are a resident of Mississippi or of Puerto Rico).

**Notice to California Residents:** Married applicants may apply for separate accounts.

**Notice to New York Residents:** Information About Applying for a Credit Card: When you sign or otherwise submit a credit application, you are providing your consent and authorizing WSFS Bank and its successors, assigns, employees and designated agents to gather credit, employment and other information about you, including credit bureau reports, for purposes of evaluating your application for credit. If your application is approved and credit is extended to you, we may take steps to re-verify any or all of such information from time to time, including by obtaining additional credit bureau reports, for any legitimate purpose in connection with such extension of credit, such as for the purpose of reviewing the Account, increasing the credit line on the Account, or for collecting on the

Account. In addition, we will furnish information concerning your account to consumer reporting agencies and others who may properly receive that information. If you ask, you will be informed whether or not a consumer report was requested, and if a report was requested, you will be informed upon request of the name and address of the consumer reporting agency that furnished the report. When you submit a credit application to us, you are certifying that you have not concealed essential information for determining your identity and creditworthiness, and that no misrepresentations have been made on the application. If approved, you agree to abide by the terms and conditions applicable to the account. New York Residents may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods. New York State Department of Financial Services: 1-800-342-3736 or <http://www.dfs.ny.gov>.

**Notice to Ohio Residents.** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**Notice to Rhode Island and Vermont Residents:** A consumer credit report may be ordered in connection with this application, or subsequently for purposes of review or collection of the Account, increasing the credit line on the Account, or other legitimate purposes associated with the Account. If you are a Vermont resident, you consent to the obtaining of such reports by signing or otherwise submitting a credit application.

**Notice to Married Wisconsin Residents:** No provision of any marital property agreement, unilateral statement under Section 766.59 of the Wisconsin Statutes or court decree under Section 766.70, adversely affects the interest of the creditor, WSFS Bank, unless WSFS Bank, prior to the time of the credit is granted, is furnished a copy of that agreement, statement or decree, or has actual knowledge of the adverse provision when the obligation to WSFS Bank is incurred. IF I AM A MARRIED RESIDENT, CREDIT EXTENDED UNDER THIS ACCOUNT WILL BE INCURRED IN THE INTEREST OF MY MARRIAGE OR FAMILY. Married applicants must provide their Social Security number and address and their spouse's name and address to WSFS Credit Card Services, P.O. Box 976, Claymont, Delaware 19703. . If the card from which you are applying is granted, you will notify WSFS Bank if you have a spouse who needs to receive notification that credit has been extended to you.

**Notice to Delaware and Oregon Residents.** Service charges not in excess of those permitted by law will be charged to the outstanding balance from month to month. You may pay more than the minimum payment due, up to your entire balance, at any time.

**IMPORTANT INFORMATION ABOUT THE WSFS CASH BACK PROGRAM:** The following contains the rewards program rules ("Program Rules") for the WSFS Bank Business Cash Back Visa Credit Card (the "WSFS Cash Back Program") and includes important conditions and limitations. Use of your Account constitutes your acceptance of each of the terms described below and the terms of the Agreement. Please read these Program Rules and keep this document in a safe place. Capitalized terms not defined in these Program Rules have the meaning ascribed to them in the Agreement. To qualify for participation in the WSFS Cash Back Program:

- You must maintain an open and active Account that is not in default under the Agreement with us.

#### **How do I earn WSFS Cash Back?**

You will earn one 1% Cash Back on all new retail purchases made on your Account less credits, returns, and adjustments ("Net Purchases") charged in a billing cycle, subject to the other terms of this Agreement.

Balance Transfers, Cash Advances, purchases of travelers checks, money orders, lottery tickets, gambling chips, wire transfers, foreign currency, purchases or reloading of prepaid cards, or purchases of any other cash equivalents, fees, interest charges, and unauthorized/fraudulent transactions do not earn WSFS Cash Back.

### **How can I redeem my WSFS Cash Back?**

WSFS Cash Back may only be redeemed upon the request of the primary Account holder at specified levels. In order to redeem for cash back, your WSFS Cash Back rewards must equal \$25 or more. You may choose to redeem your rewards as either a statement credit or a direct deposit to a checking or savings account of your choice. To redeem your cash reward, call 1-888-WSFSBank or visit [wsfsbank.com](http://wsfsbank.com) and log in to WSFS Bank's online banking system.

### **Does WSFS Cash Back expire?**

- For as long as the Account remains open and in good standing, and the WSFS Cash Back Rewards Program remains in effect, your cash rewards will not expire and there is no restriction on the amount of cash rewards that may be earned annually.
- Your WSFS Cash Back rewards will be forfeited if your Account is closed for any reason, whether by you or by us. See below for additional restrictions.

### **Are There Any Other Redemption Restrictions?**

Yes, your Account must be open and in good standing in order to redeem WSFS Cash Back rewards. If your Account is closed for any reason, by you or by WSFS Bank, your participation in the WSFS Cash Back Program will be terminated and the total balance of any unredeemed/accumulated rewards will be forfeited. You will also forfeit any unredeemed/accumulated rewards if you cancel your participation in the WSFS Cash Back Program or if the WSFS Cash Back Program is terminated. We may, at our sole discretion, cancel, modify, restrict, or terminate the WSFS Cash Back Program or any aspects or features of the WSFS Cash Back Program at any time without prior notice. All interpretations of the WSFS Cash Back Program shall be at our sole discretion. In the event of any fraudulent, abusive, or gaming activity related to the WSFS Cash Back Program, as determined by us at our discretion, we reserve the right to make adjustments to your cash rewards and/or to cancel your participation in the WSFS Cash Back Program, close your Account at any time, and/or take whatever other actions or options may be available to us. Cash rewards have no cash value except when redeemed in connection with the WSFS Cash Back Program, and may not be used in place of payment, in whole or in part, of any portion of a required Minimum Monthly Payment or any other required payment on a credit card or other account owed to WSFS Bank. WSFS Cash Back may not be transferred or assigned.

If you have any questions, you may contact WSFS Bank at 1-888-WSFSBank.

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## Facts

### What does WSFS Bank do with your information?

## Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

## What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balances and transaction history
- Credit history and credit scores

When you are no longer our customer, we continue to share your information as described in this notice.

## How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons WSFS Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does WSFS Bank share?	Can you limit this sharing?
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes—to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes—Information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes—Information about your creditworthiness	No	We don't share
For non-affiliates to market to you	No	We don't share

## Questions?

Call 1-888-WSFSBANK or go to [www.wsfsbank.com](http://www.wsfsbank.com)

## Who we are

Who is providing this notice?

Wilmington Savings Funds Society, FSB (WSFS Bank).

## What we do

How does WSFS Bank protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

WSFS is committed to security and accuracy of personally identifiable data and has taken precautions to protect this information from loss, misuse or alteration.

How does WSFS Bank collect my personal information?

We collect your personal information, for example, when you

- Apply for a loan or credit card
- Open an account or deposit money
- Pay your bills
- Use your debit or credit card

We also collect your personal information from others, such as credit bureaus, affiliates or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for non-affiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

## Definitions

Affiliates

Companies related by common ownership or control. They can be financial and non-financial companies.

- *Our affiliates include companies with a WSFS name and financial companies such as investment advisory firms.*

Non-affiliates

Companies not related by common ownership or control. They can be financial and non-financial companies.

- *WSFS Bank does not share with non-affiliates so they can market to you.*

Joint Marketing

A formal agreement between non-affiliated financial companies that together market financial products or services to you.

- *WSFS Bank does not share with joint marketing partners.*

## Other important information