

Pricing Information for Sallie Mae Ignite<sup>SM</sup>, Sallie Mae Accelerate<sup>SM</sup> and Sallie Mae Evolve<sup>SM</sup> Accounts

These Credit Card Programs are issued and administered by Sallie Mae Bank. This information is accurate as of June 30, 2020. This information is provided for general information purposes only and is not specific to your Account. See the Cardmember Agreement that was provided for your Account and Card for more detailed information, including contact information.

PLEASE NOTE: Actual pricing will vary from one Cardmember to another.

<b>INTEREST RATES AND INTEREST CHARGES</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	Prime Rate + <b>9.74%</b> to Prime Rate + <b>19.74%</b>  This APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	Prime Rate + <b>9.74%</b> to Prime Rate + <b>19.74%</b>  This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	Prime Rate + <b>21.74%</b>  This APR will vary with the market based on the Prime Rate.
<b>Paying Interest</b>	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the posting date.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than 50 cents.

<b>FEES</b>	
<b>Annual Fee</b>	<b>None</b>
<b>Transaction Fees</b>	<ul style="list-style-type: none"> <li>• Balance Transfer: Either <b>\$5</b> or <b>3%</b> of the amount of each transfer, whichever is greater.</li> <li>• Cash Advance: Either <b>\$10</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.</li> <li>• Foreign Transaction: <b>3%</b> of each transaction in U.S. dollars.</li> </ul>
<b>Penalty Fees</b>	<ul style="list-style-type: none"> <li>• Late Payment: Up to <b>\$39</b>.</li> <li>• Over-the-Credit Limit: <b>None</b></li> <li>• Returned Payment: Up to <b>\$39</b>.</li> </ul>

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new purchases).” See the “Interest Calculation; Balances Subject to Interest Rate” section of the Cardmember Agreement for more details.

**Billing Rights:** See “Billing Rights Summary” section of the Cardmember Agreement for information on your rights to dispute transactions and how to exercise those rights.

**Prime Rate:** The Index for variable APRs is based on the Prime Rate. Please refer to “Variable Annual Percentage Rate; Promotional Plan APRs” section of the Cardmember Agreement for more details.

**Balance Transfers:** Your Account may not be eligible for Balance Transfers at all times. We may make Balance Transfers available to you as we determine in our sole discretion.

**Military Lending Act Disclosure:** To receive important disclosures and payment obligation information about the Cardmember Agreement verbally, please call 855-429-9758.

## **CARDMEMBER AGREEMENT**

**General Information:** This Cardmember Agreement and the Rates and Fees Supplement (“**Supplement**”) (together, the “**Agreement**”) is your agreement with us and applies to the credit card account Sallie Mae Bank opened for you under this Agreement (your “**Account**”). Key terms are defined throughout this Agreement, including in the “Definitions” section below. The words “**we**,” “**us**,” “**our**” and “**Sallie Mae**” each mean Sallie Mae Bank, and its successors and assigns. The words “**you**” and “**your**” each mean all persons whom we approve to accept or use the Account, and any person who agrees to be responsible for payment of the Account. Please keep a copy of the Agreement for your records and read it carefully.

**Arbitration Notice: SECTION 35 OF THIS AGREEMENT IS AN ARBITRATION PROVISION WHICH WILL APPLY TO YOU UNLESS (1) YOU ARE A COVERED BORROWER UNDER THE MILITARY LENDING ACT ON THE DATE THIS ACCOUNT IS OPENED, OR (2) YOU REJECT THE ARBITRATION PROVISION AS PROVIDED IN SECTION 35. IF APPLICABLE, THE ARBITRATION PROVISION WILL SIGNIFICANTLY AFFECT YOUR RIGHTS IF A DISPUTE ARISES BETWEEN YOU AND US. FOR EXAMPLE, YOU WILL NOT BE ABLE TO BRING OR PARTICIPATE IN A CLASS ACTION RELATING TO MATTERS ARISING UNDER THIS AGREEMENT.**

**1. Definitions:** The following terms as used in this Agreement mean the following:

“**Annual Percentage Rate**” or “**APR**” means a rate, disclosed as a percentage, used to calculate interest charges for your Account.

“**Balance Transfer**” means a transaction where you request us and we agree (i) to use your Account, or you use a Convenience Check we provide you, to pay down or pay off a debt you owe a creditor other than us; or (ii) to use your Account to transfer funds through an automated clearing house (“**ACH**”) transaction to a deposit account you designate. Balance Transfers include any Transaction Fees or credit adjustments associated with any Balance Transfer.

“**Card**” means any credit card, Account number, virtual account or other access device issued by us to you, or any other form of access device that can be used to access credit on your Account.

“**Cash Advance**” means a transaction where you use your Account up to your Cash Advance Limit in any of the following ways: (i) to obtain cash from financial institutions that accept cards of the payment network associated with your Card; (ii) to obtain cash by making a withdrawal using your Card at an automated teller machine that can access your Account; or (iii) to make other transactions that are similar to cash transactions, including but not limited to, purchases of wire transfers, money orders, travelers checks, foreign currency, lottery tickets, off-track bets and casino gambling chips. Cash Advances include any Transaction Fees or credit adjustments associated with any Cash Advance.

“**Convenience Check**” means a printed check which we may in our discretion, but are not obligated to, issue to you from time to time, which can be used by you to initiate a Balance Transfer under this Account.

“**Credit Limit**” means the total amount of credit available on your Account. “**Cash Advance Limit**” means the portion of your Credit Limit which is available for Cash Advance transactions.

“**Daily Periodic Rate**” or “**DPR**” means the applicable APR divided by 365 (by 366 during leap years).

“**Minimum Payment Due**” means the minimum amount you must pay us by the applicable Payment Due Date for your Account to remain in good standing. Your Minimum Payment Due will be shown on each Statement.

“**Payment Due Date**” is the date shown on each Statement by which you must pay at least the Minimum Payment Due shown on such Statement.

“**Purchase**” means using your Card (including through a mobile device or mobile wallet) to purchase or lease goods or services, or to make any transaction which is not a Cash Advance or Balance Transfer. “**Purchases**” generally include Account fees, except as otherwise specified in this Agreement, any credit adjustments related to a Purchase, and any Negative Rewards Adjustments, except as otherwise specified in this Agreement.

“**Statement**” means a periodic billing statement we will provide to you if and as required by applicable law.

**2. Acceptance and Use of This Account; Promise to Pay:** By accepting a Card,

activating or using the Account, allowing someone else to do so, or otherwise agreeing to be liable for amounts due under this Agreement, you agree to and accept the terms of this Agreement, as such terms may be changed from time to time by us. You may use your Account only for personal, family, or household purposes, and not for any business, commercial or investment purpose. You should sign the back of your Card before using it. You promise to pay us the amount of all transactions, interest, fees and other amounts charged to your Account.

You may make Purchase or Cash Advance transactions up to your Credit Limit or Cash Advance Limit, as applicable, either by presenting your Card to a merchant, or by using your Card or Account number over the telephone, internet or some other electronic method, or at a financial institution branch, to complete such transactions.

Certain mobile phones or other electronic devices can be provisioned to function as a Card, such as by storing and/or accessing Account data (for example, through a mobile wallet). Transactions using such devices can proceed like an online transaction over the internet, or can function like a traditional credit card. Any such electronic device constitutes a “Card” under this Agreement. Applications that enable your electronic devices to function as a Card may be subject to separate terms and conditions. We are not responsible if a transaction violates such terms and conditions. However, transactions subject to any such terms and conditions are also subject to this Agreement.

If your mobile phone or other electronic device can function as a Card, you are solely responsible for protecting it in the same manner as protecting a plastic credit card or Account information. Giving another person a device that functions as a Card and/or any information necessary to use the device as a Card has the same consequence for you as permitting such person to use your Account.

You may be able to establish recurring periodic billing arrangements with various merchants, and it will be your responsibility to ensure such merchants are provided with current Account information. If your Account information changes, such as a change in Account number or Card expiration date, you consent to our providing such new Account information, at our discretion, to any or all such merchants, but we are not obligated to do so. If your Account is closed or your charging privileges are suspended, you will need to contact such merchants to stop the automatic transactions.

This Account may not be eligible for Balance Transfers at all times. We may at our sole discretion, but are not obligated to, permit you to obtain a Balance Transfer(s) from us up to your available Credit Limit either by specifying a method for you to request a Balance Transfer from us, and/or by sending you Convenience Checks that you may use to pay off creditors other than us directly. Any amounts transferred to your Account pursuant to your use of a Convenience Check, and any Transaction Fee charged in connection with such Balance Transfer, will be treated as a Balance Transfer under this Agreement.

**You may not use this Account to make a payment on any Sallie Mae loan account you may have with us (other than pursuant to the terms of any rewards program we may offer).**

**3. Credit Limit:** Your initial Credit Limit and your Cash Advance Limit are provided on the Card carrier and are included in this Agreement by reference. We will disclose your then-current Credit Limit and Cash Advance Limit to you on each of your Statements. You agree we may change your Credit Limit and Cash Advance Limit at any time subject to applicable law. You agree never to use your Card or a Convenience Check when the use would exceed your Credit Limit or Cash Advance Limit, and that we are not obligated to extend credit to you for an amount that would cause your outstanding balance to exceed your Credit Limit or Cash Advance Limit, or for any amount if your outstanding balance is already over the Credit Limit.

Any increases in your Credit Limit you request will require that you make either a written, oral or electronic application for our approval. We will re-evaluate your financial condition, including your ability to make payments, if you request a higher Credit Limit, or at any time we deem it appropriate to review your Account, and this may include obtaining a current credit bureau report, and/or asking you for current financial information. Based on such reviews, we may immediately increase or reduce your Credit Limit, or close the Account, without prior written notice to you except as required by applicable law.

If you make a transaction that would cause you to exceed your Credit Limit or Cash Advance Limit, we may (a) allow the transaction without increasing your Credit Limit or Cash Advance Limit; (b) allow the transaction without increasing your Credit Limit or Cash Advance Limit and treat that amount as immediately due, or (c) refuse the transaction. If the transaction is refused we may notify the person who attempted the transaction that it has been refused. If we permit a transaction that causes an over-limit condition, it does not mean that we will do so again in the

future. You will pay any amount(s) which exceeds your Credit Limit or Cash Advance Limit, upon demand.

**4. Illegal Activities and Card Use:** You agree not to use your Card or Account to engage in activities deemed illegal by federal and/or state laws, including, but not limited to, certain internet gambling. If you use your Card or Account to engage in such activities, you understand that you will nevertheless be liable for any resulting transactions made by use of your Card or Account, and any related interest and fees.

#### 5. Variable Annual Percentage Rate; Promotional Plan APRs.

a) Certain Annual Percentage Rates (and Daily Periodic Rates) on this Account will vary from time to time due to changes to the “**Index**,” plus the applicable percentage identified in your Supplement as the margin. Each such APR (and DPR) may change each billing cycle if the Index changes. The Index is determined monthly, and is the highest U.S. Prime Rate published in the “Money Rates” section of *The Wall Street Journal* on the 1<sup>st</sup> (first) day of the month or, if the Index is not published on such date, then on the immediately following publication day. If the Index has changed, the new APR (and DPR) will apply to your Account as of the first day of your next billing cycle. If the APR increases (or decreases), you will pay a correspondingly higher (or lower) interest charge and may pay a higher (or lower) Minimum Payment Due. The Prime Rate is simply a pricing index and may not be the lowest interest rate available. If *The Wall Street Journal* temporarily or permanently stops publishing the Prime Rate, or how the Prime Rate is defined is changed, then we may select a new third party source for obtaining the Prime Rate or select a substitute Index not under our control, in our sole discretion.

b) **Promotional Annual Percentage Rate and Offers:** From time to time, we may offer you special promotional terms with respect to certain Purchases, Balance Transfers or Cash Advances on your Account (each, a “**Promotional Plan**”), during a specified period of time (a promotional or introductory period). The provisions of this Agreement apply to any Promotional Plan offering, unless otherwise provided in this Agreement or under the Promotional Plan offering. The interest charge during the promotional or introductory period will be figured by applying the promotional DPR to the Balance Subject to Interest Rate of the Purchases, Balance Transfers or Cash Advances, as applicable, that post to your Account prior to the expiration of the Promotional Plan. Beginning with the first billing cycle following the Promotional Plan, the applicable APR and the corresponding DPR will be determined in accordance with Section 5(a).

c) We may terminate your participation in any Promotional Plan if you fail to make any Minimum Payment Due by the Payment Due Date shown on your Statement during the promotional or introductory period or for any other reason as provided under the Promotional Plan.

#### 6. Interest Charges on Your Account:

a) **Paying Interest/When Interest Charges Begin to Accrue:** We do not charge interest charges on Purchases in any billing cycle if you pay the New Balance, if any, as shown on your prior Statement in full by the Payment Due Date shown on such Statement every month. A billing cycle without interest charges on Purchases is a “**Grace Period**”. If your current Statement indicates that you made full payment of the Previous Balance (which is the same as the New Balance shown on your previous Statement) by the Payment Due Date as shown on the previous Statement or if the current Statement indicates that the Previous Balance was zero or a negative amount, and if you also make a payment equal to the New Balance indicated on the current Statement by the Payment Due Date shown on the current Statement, then we will not charge periodic interest on any portion of the new Purchases that appear on the current Statement to which we allocated such payment.

If you have a Promotional Plan balance and you continue to use your Account to make Purchases, you will lose your Grace Period on new Purchases if you do not pay your entire New Balance, including the Promotional Plan balance, by the Payment Due Date.

You cannot avoid interest on Cash Advances or Balance Transfers, even by paying the New Balance in full by the Payment Due Date. For each Cash Advance and Balance Transfer, we charge interest charges from the posting date of such transaction. The posting date for Convenience Checks and other Balance Transfers is the date the Convenience Check or other Balance Transfer is processed by us.

On each Purchase, we charge interest charges from the posting date of the Purchase on your Statement unless the Purchase posts during a Grace Period.

If the Purchase posts during a Grace Period but the next billing cycle is not a Grace Period, we start charging interest charges as of the first day of that next billing cycle on the portion of the Purchase, if any, that is not paid by the Payment Due Date. We do not charge interest charges on any Purchase that is posted during a Grace Period and paid in full by the Payment Due Date in the next billing cycle.

We do not accrue or charge interest on any Negative Rewards Adjustment.

b) **Interest Calculation; Balances Subject to Interest Rate:** We calculate interest charges on your Account by multiplying each “**Balance Subject to Interest Rate**” by its applicable DPR, and by the number of days in the billing cycle. We then add up all such interest charges to get your total interest charges. If you have a Grace Period for Purchases for a billing cycle, the Balance Subject to Interest Charge for Purchases for that billing cycle will be \$0.

We calculate separate Balances Subject to Interest Rate for your Purchase, Cash Advance and Balance Transfer categories of transactions, and for any Promotional Plan balances consisting of Purchases, Cash Advances or Balance Transfers. Any Negative Rewards Adjustment is not subject to an interest charge calculation.

We figure each Balance Subject to Interest Rate for each transaction category by (i) figuring the “daily balance” of that category of transactions for each day in the current billing cycle, (ii) adding up all such daily balances together and (iii) dividing the total by the number of days in the billing cycle. This gives us the “average daily balance” for each transaction category.

We figure each “daily balance” for each category of transactions on your Account as follows. If a daily balance is less than zero, we will treat it as zero:

For the Purchase category of transactions, for each day in the billing cycle:

- (i) we start with the beginning Purchases balance for such day (which equals the daily balance of Purchases for the immediately preceding day), if any;
- (ii) as of the first day of the billing cycle, if the immediately preceding billing cycle was a Grace Period we subtract all payments and credits applied to Purchases and posted by the Payment Due Date in the current billing cycle, and make any other necessary debit or other adjustments;
- (iii) we add any new Purchases (including other fees), if any; and
- (iv) we subtract any payments and credits for that day that apply to the Purchase category of transactions (but do not subtract a second time any payments or credits that have already been subtracted in step (ii), above).

For the Cash Advance category of transactions, for each day in the billing cycle:

- (i) we start with the beginning Cash Advance balance for such day (which equals the daily balance of Cash Advances for the immediately preceding day), if any;
- (ii) we add any new Cash Advances (including Cash Advance Transaction Fees), if any; and
- (iii) we subtract any payments and credits for that day that apply to the Cash Advance category of transactions, and make any other necessary debit or other adjustments.

For the Balance Transfer category of transactions, for each day in the billing cycle:

- (i) we start with the beginning Balance Transfer balance for such day (which equals the daily balance of Balance Transfers for the immediately preceding day), if any;
- (ii) we add any new Balance Transfers (including Balance Transfer Transaction Fees), if any; and
- (iii) we subtract any payments and credits for that day that apply to the Balance Transfer category of transactions, and make any other necessary debit or other adjustments.

c) **Minimum Interest Charge:** A “**Minimum Interest Charge**” as disclosed on the Supplement will be assessed for any billing cycle in which the total interest charges would otherwise be more than \$0 but less than the Minimum Interest Charge.

#### 7. The provisions of this paragraph only apply to you if you are a covered borrower under the Military Lending Act on the date this Account is opened.

a) **Statement of Military APR:** Federal law provides important

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

b) **Oral Disclosures:** You may receive important disclosures and payment obligation information about this Agreement verbally by calling toll free at 855-429-9758.

**8. Foreign Transactions:** If a transaction is in a currency other than U.S. dollars, the payment network supporting your Account will convert the transaction into U.S. dollars using their own currency conversion procedures. Currently, the exchange rate is determined in one of two ways. The rate will come from either the range of rates available in the wholesale currency markets for the processing date (which may be different from the rate the payment network receives) or a government-mandated rate in effect on that date. The exchange rate used may differ from the rate on the date of your transaction or its posting date. These rules may change without notice.

**9. Negative Rewards Adjustments:** If this Account is associated with a rewards program, and an Account credit is issued for a Purchase made using the Account (such as for a merchandise return, for example), we will deduct any rewards that were previously earned on the Purchase from your rewards balance based on the credited amount. This may result in a negative rewards balance. If you have a negative rewards balance as of the closing date of each of six (6) consecutive billing cycles, or as of the date your Account is closed, then to the extent permitted by law we may charge to your Account an amount necessary to eliminate your negative rewards balance as of the end of that sixth billing cycle (or Account closing date, as applicable) (each, a "**Negative Rewards Adjustment**"). When we assess a Negative Rewards Adjustment, the amount of that adjustment will also be applied to your negative rewards balance. We do not accrue or charge interest on any Negative Rewards Adjustment.

**10. Transaction Fees and Foreign Transaction Fee:** When you obtain a Balance Transfer or Cash Advance, you agree to pay a "**Transaction Fee**". The amount or rate of such Transaction Fees are set forth in the Supplement. If we offer you a Promotional Plan, then the applicable Transaction Fee for transactions eligible under such Promotional Plan may be determined as provided under the terms of that Promotional Plan offer. Each Transaction Fee will be applied to your Account as part of the applicable balance category for which the Transaction Fee was incurred when the transaction is posted.

A "**Foreign Transaction Fee**" will be applied to each transaction that occurs using a currency other than U.S. dollars (regardless of the location of the merchant or where the transaction takes place). The Foreign Transaction Fee is disclosed on the Supplement and will be displayed as a separate transaction on your Statement. A Foreign Transaction Fee will be applied to your Account as part of the applicable balance category for which the Foreign Transaction Fee was incurred when the transaction is posted.

**11. Other Fees:** The fees listed below will be treated as Purchases on your Account.

a) **Late Payment Fee:** Your Minimum Payment Due will be past due if it is not received at our processing facility by 5:00 p.m. local time on the Payment Due Date shown on each Statement. The Late Payment Fee is \$28 unless you were charged a Late Payment Fee during any of the prior six billing cycles, in which case the fee is \$39. However, the Late Payment Fee will not exceed the amount of the required Minimum Payment Due immediately prior to the date on which the fee was charged.

b) **Returned Payment Fee:** If payment of a check or similar instrument, sent to us in payment on your Account, is not honored or is returned, or if an automatic debit cannot be processed, your Account will be charged a Returned Payment Fee of \$28 for the first returned payment and \$39 for any subsequent returned payment during one of the next six billing cycles. However, the Returned Payment Fee will not exceed the amount of the required Minimum Payment Due immediately prior to the date on which the payment is returned. We will not assess both a Returned Payment Fee and a Late Payment Fee on the basis of the same returned payment.

c) **Document Copies, Rush Card and Other Convenience Fees:** If you request a copy of a charge slip or other document not in connection with a billing error, or if you request overnight delivery or a replacement card, or if you request any other special services, we may charge a fee to your Account, subject to applicable law. Before we do, we will disclose the fee to you at the time of your request.

**12. Minimum Payment:** Each month you must pay at least the Minimum Payment Due on your Statement by the Payment Due Date shown on the Statement. You may pay more than the Minimum Payment Due at any time. If your New Balance as shown on your Statement is less than \$25, the Minimum Payment Due will equal the New Balance. If your New Balance as shown on your Statement is equal to or greater than \$25, then your Minimum Payment Due will be the greater of \$25 or the sum (rounded up to the next whole dollar) of: (i) 1% of your principal balances across all balance categories, plus (ii) all accrued but unpaid interest charges, plus (iii) any Late Payment Fees owed, plus (iv) any past due amounts, plus (v) any amount outstanding in excess of your Credit Limit, and plus (vi) any Negative Rewards Adjustment. Payments made in any billing cycle that are greater than the Minimum Payment Due will not affect your obligation to make the next Minimum Payment Due. The Minimum Payment Due will never be more than the New Balance shown on your Statement. You understand that by making only minimum payments you increase your costs and extend the repayment period of your Account. Credits to your Account (such as refund credits from merchants), are usually not treated as payments, and do not reduce any Minimum Payment Due.

**Amounts drawn on any other credit account you have with us will not be accepted for payment on this Account or any other Sallie Mae account.**

You agree to make your payments only in U.S. dollars. You agree that we are not obligated to accept payment checks drawn on a non-U.S. domiciled financial institution or entity or that do not contain proper signatures and amounts. Should you present us and we accept a check drawn on a non-U.S. domiciled financial institution or entity, posting of your payment will be delayed. All payments, including large dollar payment amounts, may not increase the available Credit Limit or Cash Advance Limit on your Account until the funds have been finally collected by us in U.S. dollars. You agree to allow us, at our discretion, to place a hold on your Account until such payment amount has been finally collected, and to debit your deposit account or to reduce your payment, to cover any collection and processing fees associated with handling these payments. We reserve the right to reject any payment that will create or increase a credit balance on your Account as of the date we receive the payment. We will not pay interest on any credit balance on your Account.

Payment received in proper form at our processing facility by 5:00 p.m. local time on a business day will be credited to your Account as of that day. Payments received in proper form at our processing facility after that time on a business day will be credited to your Account as of the next day. We may, in our discretion, accept payments not received in proper form, but crediting of such payments may be delayed up to five days following receipt.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer ("**EFT**") from your account or to process the payment as a check transaction. When we use information from your check to make an EFT, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. If your check is returned unpaid for insufficient or uncollected funds, we may re-present your check electronically.

**13. Payment Holiday Option:** At our option, we may not require you to make the full Minimum Payment Due during certain designated billing cycles (each, a "**Payment Holiday**"). We will notify you when a Payment Holiday is available. If you do not make your Minimum Payment Due as otherwise provided in this Agreement, interest charges will continue to accrue to your Account. Beginning with the billing cycle following a Payment Holiday, you agree that all of the provisions of this Agreement shall apply.

**14. Irregular Payment:** We may accept late payments, partial payments, disputed payments or payments marked with restrictive writing, such as "Paid in Full" or similar language, without losing any of our rights under the Agreement. If you wish to make a payment in satisfaction of a disputed amount or balance, you must send it to PO Box 666, Menlo Park, CA 94026 with a letter of explanation. Despite any such language, we may deposit such a payment without such deposit satisfying the amount in dispute or otherwise affecting our right to receive payment in full.

You may not use a post-dated check as a payment, and we may return or

deposit any such check without waiting for the date found on the check. We are not liable to you for any expense or loss you incur arising from the actions we may take with respect to a post-dated check.

**15. Allocation of Payments:** We will allocate payment amounts equal to or less than the required Minimum Payment Due and any credits to balances on your Account in any manner we determine, which may typically be to balances with lower APRs before balances with higher APRs. We allocate all payments in excess of the required Minimum Payment Due to balances with the highest APR first, then to lower APR balances in descending order of APRs. The manner in which we allocate any payment to your Account balances may affect the amount of any payment applied to introductory or promotional financing balances, subject to applicable law, and may result in higher interest charges to your Account, depending on the types of transactions you make (such as promotional or non-promotional Purchases, and if applicable Balance Transfers and/or Cash Advances), and the timing and amount of your payments.

**16. Amendments:** Subject to applicable law, we may change the terms of this Agreement for any reason or no reason, and in any respect, by adding, deleting or modifying any provision, including APRs, fees, the calculation of Minimum Payment Due and other terms. In certain circumstances, when we are required by law to notify you of changes to the terms of this Agreement, we will do so. In other circumstances we may not be required to do so. When required by law to advise you that you have a legal right to reject any changes we make, we will provide an explanation about how to do that. Changes will not apply to existing balances except where permitted by applicable law. In some circumstances, APRs or other aspects of your Account may change even though the terms of the Account do not change, such as when the Prime Rate changes. We can update any P.O. Box address or telephone number provided in this Agreement, but we will notify you if we do so.

**17. Events of Default:** Subject to applicable law, we may declare your Account to be in default under this Agreement if any of the following events occur: (a) you fail to pay any Minimum Payment Due on or before its Payment Due Date; (b) you breach any other term of this Agreement or of any other obligation or agreement you have or will have with us or any of our affiliates; (c) you die or become insolvent; (d) a petition is filed or other proceeding is started under the federal Bankruptcy Code or any state insolvency statute by or against you; (e) a receiver is appointed or a writ or order of attachment, levy or garnishment is issued against you or any of your property assets or income; (f) we believe in good faith, that the likelihood of your paying or performing all your obligations under this Agreement is impaired; or (g) you make a fraudulent, false or misleading statement in your Account application or otherwise in connection with any other obligation or agreement you have with us or any of our affiliates. If we declare your Account to be in default, we will provide you with any notices required by applicable law.

**18. Remedies on Default:** If you are in default, we may (a) declare all or any part of the total outstanding balance on your Account to be immediately due and payable; (b) terminate or suspend your Account and/or your ability to make additional transactions using the Account; (c) reduce your Credit Limit; (d) commence an action for the collection of all amounts owed in connection with this Agreement; and (e) subject to applicable provisions of law, charge you all reasonable collection expenses incurred by us in the collection of amounts you owe under this Agreement, including fees of attorneys who are not our salaried employees, court costs (including costs incurred in bankruptcy and appellate court proceedings) and fees of any collection agency to which we refer your Account.

**19. Waiver:** We may delay or waive enforcing our rights under applicable law or this Agreement without losing them. A waiver of rights by us shall not be deemed to be a waiver of other rights or of the same rights at any other time.

**20. Transfer of Account:** You cannot transfer or assign your Account or your rights under this Agreement to any other person, and any attempt to do so is automatically void and of no legal effect. You understand and agree that we may transfer or assign all or any part of your Account balance and/or our rights under this Agreement to another person or entity at any time, with or without notice to you.

**21. Cancellation:** You may close your Account by notifying us in writing or by telephone, and by destroying all Card plastics, Convenience Checks, or other credit devices for the Account. You must notify anyone you have authorized to charge transactions to your Account that you have closed your Account or

we may continue to allow these transactions. Your obligations on the Account will continue even though we have closed your Account. We may close your Account or suspend your ability to use your Account or a Card or Convenience Check to make a transaction, or otherwise cancel, or limit this Agreement at any time for any reason or no reason, and without notice to you, subject to applicable law. We are not liable for any refusal by anyone to honor your Account, Card or a Convenience Check.

**22. Liability for Account:** Each of you (other than an Authorized User), including any person who has agreed to be responsible for payment of the Account, is individually and jointly liable for all amounts due under this Agreement regardless of who receives benefit from the Account or any divorce or other legal proceeding or agreement that may affect liability between or among each of you. Our release of any of you from liability will not affect the liability of any of the others. We may seek to collect on this Account from any of you, in any order we wish, without losing our rights to collect from any of you. Any modification we agree to with any of you will be binding on all of you. Notice to one of you will be considered and serve as notice to all of you, and we can rely on instructions from any one of you, even if we receive inconsistent instructions from another person.

**23. Authorized Users; Other Users of your Account:** If the cardmember who opened the Account requests an additional Card for use by another person(s), you agree that this person(s) will be an "Authorized User" and you will be responsible and obligated for any Account transaction made by such person(s), including all related interest and fees. An Authorized User is not obligated to repay any balance on this Account. We reserve the right to refuse to add any Authorized User(s) to an Account. Only the cardmember who opened the Account may request the addition of an Authorized User to the Account.

If you permit another person to use your Account by providing such person with a Card, Convenience Check or the Account number, such permission will be deemed to extend to all transactions made by that person, and will continue until you take the necessary steps to prevent such person from making further transactions using the Account. You will be responsible for and obligated to pay all Account transactions made by such person(s), including all related interest and fees, whether or not you intended to be responsible for such charges.

**24. Liability for Unauthorized Use:** If you notice the loss or theft of your Card, a Convenience Check, or a possible unauthorized use of your Card or Convenience Check, you should write to us immediately at: PO Box 637, Menlo Park, CA 94026, or call us at 888-295-3447. You will not be liable for any unauthorized use that occurs after you notify us.

We issue the Card to you at your request and you agree to destroy it, and any Convenience Checks issued upon your Account, upon demand. You will notify us promptly if your Card or any Convenience Check is lost, stolen or if there is unauthorized use of your Card or a Convenience Check, or if someone uses your Card to make unauthorized purchases at merchants not authorized to accept your Card. Under our no fraud liability policy, you will not be liable for any unauthorized purchases made through the Account's payment network at merchants, including those transacted on the internet if you contact us promptly after the Statement on which the transaction occurred was mailed or electronically sent to you. If you orally give us notice concerning loss or theft, you agree to confirm such notice in writing upon request. Also, you agree to assist us in determining the facts and circumstances relating to any loss, theft or possible unauthorized use of your Card or Convenience Check(s), and to comply with such procedures as we may reasonably require in connection with our investigation. You agree that unauthorized use does not include use by a person to whom you have given authority to use the Card or any Convenience Check, and that you will be liable for all use by such a person until you notify us that such authority to use the Card or Convenience Check is no longer authorized. To terminate that authority you must notify us at **888-295-3447**.

**25. Credit Reports and Account Information:** You give us permission to request information and to make whatever inquiries we consider necessary and appropriate (including obtaining information from third parties and requesting consumer reports from consumer reporting agencies) for the purpose of considering your application for this Account and subsequently, in connection with any product upgrades or any updates, renewals or extensions of credit, or reviewing or collecting your Account. You also authorize us to report information concerning you or your Account, including information about your performance under this Agreement, to consumer reporting agencies and others who may properly receive such information. **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 bureau report. If you believe that any information that we have reported to a credit bureau is inaccurate or incomplete, you may write to us at PO Box 6405, Wilmington, DE 19804-6405. In your letter, (i) provide your name and the Account number, (ii) identify the specific information that is being disputed, (iii) explain the basis for the dispute, and (iv) provide any supporting documentation you have that substantiates the basis of the dispute. We will investigate the matter. If our investigation shows that you are right, we will contact each credit reporting agency to which we reported the information and will request they correct the report. If we disagree with you after our investigation, we will tell you in writing.

If you believe that you have been the victim of identity theft, submit an identity theft report and affidavit to PO Box 637, Menlo Park, CA 94026.

**26. Change of Contact Information:** You agree to notify us promptly if you change your name, address, telephone number or any other contact information. You also agree that if the U.S. Postal Service or one of its agents notifies us of a change in address for you, we may change your address based on this information. We will have no liability to you for changing your address based on such information, even if the information provided by the U.S. Postal Service or one of its agents is in error. If any Statement is returned to us because of an incorrect address, we may stop sending Statements to you until a valid address is provided to us, but for all purposes it shall be considered as if we made your Statement available to you as of the Statement date that was or would have been printed on your Statement.

**27. Telephone Communication Monitoring and Contacting You:** You agree that your telephone communications with us or any of our representatives, affiliates or service providers may be monitored, recorded and retained by any of them. You expressly consent and authorize us and our subsidiaries, affiliates and agents, to contact you at any telephone number that you provide to us, in the application or otherwise, now or in the future, or any number you have previously provided to us, or any of our representatives, affiliates or service providers, using an auto dialer, pre-recorded messages, or text messages, in order to provide alerts and other information regarding your current or future applications and accounts for all products you have or may have with us. Message and data rates may apply. You also expressly consent to Sallie Mae, or any of its representatives, affiliates or service providers sending email messages regarding your Account to your email address, including emails delivered to a cell phone or mobile device. You agree that you will accept calls at your home, place of business or on a mobile telephone regarding the Account. You understand that calls may be automatically dialed and a message played; you understand and agree that these calls and messages may be read or listened to by anyone with access to your telephone or email account, and that such calls are not "unsolicited calls" for purposes of any state or federal law, and you expressly consent to receive such calls and messages. You agree that we are not liable for any resulting breach of privacy or for any charges or costs you incur in connection with text messaging, emails or other communication that we or any of our representatives, affiliates or service providers may send you.

**28. Communications Under Federal Bankruptcy Code:** Any communication with us required or permitted under the Federal Bankruptcy Code must be in writing, must include your Account number, and must be sent to PO Box 1230, Menlo Park, CA 94026.

**29. Rewards, Special Programs and Benefits:** We may offer from time to time rewards or special programs and benefits ("Programs") for cardmembers. This Agreement will apply to these Programs except to the extent it is inconsistent with the specific offer. The features of these Programs will vary and use of the Account under the terms of these Programs constitutes acceptance of the terms of the Programs without modifying or amending this Agreement.

**30. GOVERNING LAW:** THE TERMS AND ENFORCEMENT OF THIS AGREEMENT AND YOUR ACCOUNT SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT STATE LAW APPLIES, THE LAW OF THE STATE OF UTAH, WITHOUT REGARD TO CONFLICT-OF-LAW PRINCIPLES. THE LAW OF THE STATE OF UTAH, WHERE WE AND YOUR ACCOUNT ARE LOCATED AND FROM WHICH WE EXTEND CREDIT TO YOU, WILL APPLY NO MATTER WHERE YOU LIVE OR USE THE ACCOUNT.

**31. Waiver of Jury Trial:** You acknowledge that the right to trial by jury is a constitutional right but may be waived in certain circumstances. To

the extent permitted by law, you knowingly and voluntarily waive any right to trial by jury in the event of litigation arising out of or related to this Agreement. This jury trial waiver shall not affect or be interpreted as modifying in any fashion the Arbitration Provision below, which has its own separate jury trial waiver. This waiver does not apply if you are a covered borrower under the Military Lending Act on the date this Account is opened.

**32. Enforceability:** Subject to and except as otherwise provided in the Arbitration Provision, if any term of this Agreement is finally determined to be void or unenforceable by a court or government agency of competent jurisdiction, that term will continue to be enforceable to the extent allowed by such court of agency, and the remainder will no longer be a part of this Agreement. All other provisions of this Agreement will remain in effect.

**33. Agreement in Writing:** This Agreement (including this Cardmember Agreement and the Supplement), is the final expression of the agreement between you and us and it may not be contradicted by evidence of an alleged oral agreement.

**34. Unsecured Line of Credit:** Notwithstanding any language in any agreement to the contrary, this Account and this Agreement, and your obligation to pay amounts due under this Agreement, are not secured, and any security interest which might otherwise exist with respect to the Account or Agreement is hereby waived by us.

## 35. ARBITRATION PROVISION

This ARBITRATION PROVISION does not apply if you are a covered borrower under the Military Lending Act on the date this Account is opened.

To the extent permitted under federal law, you and we agree that either party may elect to arbitrate – and require the other party to arbitrate – any Claim under the following terms.

**A. RIGHT TO REJECT:** You may reject this Arbitration Provision by mailing a personally signed rejection notice to PO Box 607, Menlo Park, CA 94026, certified mail, return receipt requested, within 75 days after the date the Account is opened. Any Rejection Notice must include your name, address, telephone number and Account number. No other person may submit a rejection notice for you. If you send a rejection notice we will give you a credit for the standard cost of a letter sent by certified mail. Rejecting this Arbitration Provision will not affect any other provision of this Agreement.

**B. IMPORTANT WAIVERS:** If you or we elect to arbitrate a Claim, YOU AND WE BOTH WAIVE THE RIGHT TO: (1) HAVE A COURT OR JURY DECIDE THE CLAIM; (2) PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION, WHETHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE; (3) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; OR (4) JOIN OR CONSOLIDATE CLAIM(S) WITH CLAIMS INVOLVING ANY OTHER PERSON IN COURT OR IN ARBITRATION. Other rights are more limited in arbitration than in court or are not available in arbitration. The waivers in subsections (2)-(4) above are called the "Class Action and Multi-Party Waivers." The arbitrator shall have no authority to conduct any arbitration inconsistent with the Class Action and Multi-Party Waivers or to issue any relief that applies to any person or entity except you or us individually.

**C. DEFINITIONS:** In this Arbitration Provision, the following definitions will apply:

"You," "your" and "yours" mean all persons whom we approve to accept or use the Account, and any person who agrees to be responsible for payment of the Account, and the heirs, executors and assigns of all of the foregoing. "We," "us," "our" and "ours" mean Sallie Mae Bank; any servicer or any agent acting on behalf of Sallie Mae Bank; all of their parents, wholly or majority owned subsidiaries and other affiliates; any predecessors, successors, and assigns of these entities; and all officers, directors, employees, agents, controlling persons and representatives thereof. These terms also include any party named as a co-defendant with us in a Claim (as defined below) asserted by you, such as a credit reporting agency, a merchant accepting a credit card, a servicing company or a debt collector. "Claimant" means the party who asserts or seeks to assert a Claim in a lawsuit or arbitration proceeding. "Administrator" means either the American Arbitration Association (the "AAA"), 120 Broadway, Floor 21, New

York, NY 10271, www.adr.org, or JAMS, 620 Eighth Avenue, 34<sup>th</sup> Floor, New York, NY 10018, www.jamsadr.com, provided that, if the Claimant seeks to assert a Claim in a class or multi-party basis, the Administrator must not have in place a formal or informal policy that is inconsistent with and purports to override the Class Action and Multi-Party Waivers set forth above (see the above Section B.). The Claimant will select the Administrator by filing a Claim with the Administrator of that party's choice. (If a Claimant files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration, which is granted, it will be up to the Claimant to commence the arbitration proceeding.) If for any reason the selected Administrator is unable or unwilling to serve or continue to serve as Administrator, the other company will serve as Administrator. If neither the AAA nor JAMS is able or willing to serve as Administrator, you and we will mutually agree upon an Administrator or arbitrator, or the court will appoint the Administrator or arbitrator or arbitrators (in the case of a three-arbitrator panel provided for in Section H., below), subject to the limitations set forth above regarding the Class Action and Multi-Party Waivers.

**D. A "Claim"** means any legal claim, dispute or controversy between you and us that arises from or relates in any way to this Agreement, including, but not limited to, any dispute arising before the date of this Arbitration Provision and any dispute relating to: (1) any Card or Convenience Check; (2) your Account; (3) any transaction in your Account; (4) fees, charges or interest; (5) the events leading up to the Agreement (for example, any disclosure, advertisement, application, solicitation, promotion or oral or written statement, warranty or representation made by us); (6) an application for or denial of credit; (7) credit reporting; (8) benefit programs related to your Account including any reward program; (9) any product or service provided by or through us or third parties in connection with the Agreement and any associated fees; (10) the collection of amounts due and the manner of collection; (11) our use or failure to protect any personal information you give us in connection with this Agreement; (12) enforcement of any and all of the obligations a party hereto may have to another party; (13) compliance with applicable laws and/or regulations; or (14) the relationships resulting from the Agreement or any of the foregoing. **"Claim"** has the broadest possible meaning. It includes initial claims, counterclaims, cross-claims, third-party claims and federal, state, local and administrative claims and claims which arose before the effective date of this Arbitration Provision. It also includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity and claims for money damages and injunctive or declaratory relief. However, **"Claim"** does not include any individual action brought by you in small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court. **Also, "Claim" does not include disputes about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, this sentence, the Class Action and Multi-Party Waivers or, subparts (A) and (B) of Section K. below, captioned "SEVERABILITY"); 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; any such Claim is for the arbitrator, not a court, to decide.**

**E. ELECTING OR REQUIRING ARBITRATION:** The Claimant may elect arbitration of a Claim by initiating an arbitration in accordance with the Administrator's rules. The other party may elect arbitration by giving written notice of an election to arbitrate. This notice may be given after a lawsuit has been filed and may be given in papers or motions in the lawsuit. If such a notice is given, the Claim shall be resolved by arbitration under this Arbitration Provision and the applicable rules of the Administrator then in effect. It will be up to the Claimant to commence the arbitration proceeding. Even if all parties have opted to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any Claim later asserted by a party in that or any related or unrelated lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision. The arbitrator will be selected under the Administrator's rules, except that the arbitrator must be a lawyer with at least ten years of experience or a retired judge, unless you and we agree otherwise.

**F. LOCATION AND COSTS:** Any arbitration hearing that you attend will take place in a location that is reasonably near your residence or in another location agreed to by you and us. We will consider (and generally honor) any good faith request to bear the fees charged by the Administrator and the arbitrator. We will pay the reasonable and actual expense of our attorneys, experts and witnesses, regardless of which party prevails in the arbitration, and we will pay all such reasonable and actual fees of yours if

you prevail in an arbitration where you are the Claimant (even if we are not required to pay such fees under applicable law). We will also pay all such fees we are required to bear: (a) under applicable law; or (b) in order to enforce this Arbitration Provision.

**G. DISCOVERY; GETTING INFORMATION:** Either party may obtain from the other party prior to the hearing any information available under the Administrator's rules or any relevant information the arbitrator determines should in fairness be made available.

**H. EFFECT OF ARBITRATION AWARD:** Any state or federal court with jurisdiction and venue may enter an order enforcing this Arbitration Provision, enter judgment upon the arbitrator's award and/or take any action authorized under the Federal Arbitration Act, 9 U.S.C. §§1 *et seq.* (the "FAA"). For any arbitration-related proceedings in which courts are authorized to take actions under the FAA, each party hereto expressly consents to the non-exclusive jurisdiction and venue of any state court of general jurisdiction or any state court of equity that is reasonably convenient to you, provided that the parties to any such judicial proceeding shall have the right to initiate such proceeding in federal court or remove the proceeding to federal court if authorized to do so by applicable federal law. The arbitrator's award will be final and binding, except for: (1) any appeal right under the FAA; and (2) Claims involving more than \$50,000. For Claims involving more than \$50,000 (including claims where the cost of any requested injunctive or declaratory relief would potentially exceed \$50,000), if permitted by the rules of the Administrator, any party may appeal the award to a three-arbitrator panel appointed by the Administrator, which will reconsider *de novo* any aspect of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. Costs of any appeal will be governed by Section F. above. 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 Agreement.

**I. GOVERNING LAW:** This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA, and not by any state law concerning arbitration. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and applicable privilege rules, and shall be authorized to award all remedies permitted by applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (subject to constitutional limits that would apply in court), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. Upon the timely request of either party, the arbitrator shall write a brief explanation of the basis of his or her award. The arbitrator will follow rules of procedure and evidence consistent with the FAA, this Arbitration Provision and the Administrator's rules.

**J. SURVIVAL; PRIMACY:** This Arbitration Provision shall survive your full payment of amounts due on your Account under the Agreement; termination or cancellation of the Agreement; our sale, assignment or transfer of the Agreement, the Account or any Account receivables; any legal proceeding to collect a debt owed by you; any bankruptcy or insolvency; and any postponement of payments, waiver of payments or modification granted pursuant to the Agreement. In the event of any conflict or inconsistency between this Arbitration Provision and the Administrator's rules or the Agreement, this Arbitration Provision will govern.

**K. SEVERABILITY:** If any portion of this Arbitration Provision cannot be enforced, the rest of the Arbitration Provision will continue to apply, except that (A) the entire Arbitration Provision (other than this sentence) shall be null and void with respect to any Claim asserted on a class, representative or multi-party basis if the Class Action and Multi-Party Waivers are held to be invalid, subject to any right to appeal such holding, and (B) if a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action and Multi-Party Waivers 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.

**L. NOTICE OF CLAIM; RIGHT TO RESOLVE; SPECIAL PAYMENT:** Prior to initiating, joining or participating in any judicial or arbitration proceeding, whether individually, as a class representative or participant or otherwise, regarding any Claim, the Claimant shall give the other party written notice

of the Claim (a “**Claim Notice**”) and a reasonable opportunity, not less than 30 days, to resolve the Claim. Any Claim Notice you send must include your name, address, telephone number and Account number. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. The Claimant must reasonably cooperate in providing any information about the Claim that the other party reasonably requests. If: (i) you submit a Claim Notice in accordance with this paragraph on your own behalf (and not on behalf of any other party); (ii) we refuse to provide the relief you request before an arbitrator is appointed; and (iii) an arbitrator subsequently determines that you were entitled to such relief (or greater relief), the arbitrator shall award you at least \$7,500 plus any arbitration fees and attorneys’ fees and costs to which you may be entitled under this Arbitration Provision or applicable law.

### 36. BILLING RIGHTS SUMMARY

#### YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

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

#### WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT

If you think there is an error on your statement, write to us at: Sallie Mae, PO Box 1230, Menlo Park, CA 94026. You may also contact us via the Sallie Mae Credit Card Mobile App if you have online access to your Account.

In your letter, give us the following information:

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

You must contact us:

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

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

#### WHAT WILL HAPPEN AFTER WE RECEIVE YOUR LETTER

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

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

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

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

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

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

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

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

### YOUR RIGHTS IF YOU ARE DISSATISFIED WITH YOUR CREDIT CARD PURCHASES:

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

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

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

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing or electronically* at: Sallie Mae, PO Box 1230, Menlo Park, CA 94026 or via the Sallie Mae Credit Card Mobile App if you have online access to your Account.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

If a disputed transaction is resolved between you and us in your favor, you agree that you have assigned to us, without further action, all rights and claims that you may have against any merchant relating to such dispute.

### 37. Additional Disclosures

**IOWA, MISSOURI, NEBRASKA, AND TEXAS RESIDENTS ONLY: ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR FORBEAR FROM ENFORCING REPAYMENT OF DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM ANY MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.**

**CALIFORNIA AND UTAH RESIDENTS:** As required by California and Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**NEW YORK, RHODE ISLAND AND VERMONT RESIDENTS:** You understand and agree that we may obtain a consumer credit report in connection with any updates, renewals or extensions of any credit as a result of your application and cardmembership. If you ask, you will be informed whether or not such a report was obtained and, if so, the name and address of the agency that furnished the report. You also understand and agree that we may obtain a consumer credit report in connection with the review or collection of any extension of credit made to you or for other legitimate purposes related to such extension of credit.

**MARRIED WISCONSIN RESIDENTS:** If you are married: (i) you confirm that this Account is being incurred in the interest of your marriage or family; (ii) no provision of any marital property agreement, unilateral statement, or court decree under the Wisconsin Marital Property Act will adversely affect

a creditor's interest unless, before the time credit is granted, the creditor is furnished a copy of that agreement or decree or is given complete information about the agreement or decree; (iii) you understand and agree that we will provide a copy of this Agreement to your spouse for his or her information. If the Account for which you are applying is granted, you will notify us if you have a spouse by sending your name and your spouse's name and address to us at PO Box 1230, Menlo Park, CA 94026.

**NEW JERSEY RESIDENTS ONLY:** The section headings of this Agreement are a table of contents and not contract terms. Portions of this Agreement with references to actions taken to the extent of applicable law apply to acts or practices that New Jersey law permits or requires. In this Agreement, acts or practices by us (1) that are or may be permitted by "applicable law" are permitted by New Jersey law and (2) that may or will be taken unless prohibited by "applicable law" are permitted by New Jersey law.

**MARYLAND RESIDENTS:** You have the right to an answer to your written inquiry concerning the status of your Account within 60 days after we receive your inquiry.

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