

TERMS OF USE FOR SYNCHRONY MERCHANT APPLICATION

These Terms of Use (this “**Agreement**”) is a legal agreement between you and the entity you are authorized to represent (collectively, the “**Company**”) and Synchrony Bank (“**Bank**”) related to Company’s use of Bank’s merchant application (the “**Application**”). In order to use the Application, Company must first enter into a separate finance program agreement with Bank (the “**Finance Program Agreement**”) that governs Bank’s credit program for financing the purchase of goods and services provided by merchants.

Company may use the Application submit applications by individuals for credit account issued by Bank (“**Credit Accounts**”), process transactions for Credit Accounts, and perform other servicing functions for Credit Accounts. This Agreement governs only Company’s access to and use of the Application and does not apply to Bank’s provision of the credit program under the Finance Program Agreement.

By downloading, installing, or using the Application, Company agrees to be bound by this Agreement. The person accepting this Agreement on behalf of Company confirms that he/she is authorized to enter into this Agreement on Company’s behalf and to bind Company to the terms and conditions of this Agreement.

Company must comply with all applicable third party terms and conditions when using the Application. For example, Company’s use of the Application must not violate the terms of Company’s wireless data services agreement for the applicable device on which the Application is installed.

COLLECTION OF PERSONAL AND NON-PERSONAL INFORMATION; SECURITY

The Finance Program Agreement governs the collection and use of personal and non-personal information entered through the Application.

Company understands that mobile applications and the Internet are not fully secure against interception or attacks from third parties. Bank is unable to ensure that data contained in any related Internet transmission between Company and Bank will not be intercepted by third parties. Company agrees that Bank will not be liable should any such interception occur. Further, Bank is not responsible for any losses that result from loss or theft of Company mobile devices or the loss or theft of information transmitted from or stored on Company’s mobile devices.

LICENSE AND GENERAL USE RESTRICTIONS

Bank hereby grants to Company a limited, nonexclusive, revocable, non-transferrable, non-assignable license to use and access the Application. Company will not access the Application or the services accessible through the Application by automated inquiry devices, robots, or repetitive data gathering or extraction tools, routines, scripts or other mechanisms with similar functionality. The license granted to Company herein does not include any right to make or distribute copies of the Application, to use the Application for the benefit of any third party or to monetize use of the Application. Company agrees not to associate, input or upload to or through the Application any virus, Trojan horse, worm, time bomb or other computer programming routines that (i) are intended to damage, interfere with, intercept or expropriate the Application or technology or (ii) infringe the intellectual property rights of another.

TERM AND TERMINATION

This Agreement will remain in full force and effect until terminated as provided herein (the “**Term**”). Company may terminate this Agreement for convenience at any time by deleting the Application from all devices on which the Application is installed that Company owns or controls. Bank may terminate this Agreement for convenience at any time. Notwithstanding the foregoing, with respect to Company, this Agreement will immediately terminate without any further action needing to be taken by Bank (1) upon a breach by Company of the “**INTELLECTUAL PROPERTY**” or “**WARRANTY/DISCLAIMER OF WARRANTIES**” sections of this Agreement; (2) in the event of Company’s bankruptcy, commencement of bankruptcy, winding-up, dissolution, liquidation or any other voluntary or involuntary bankruptcy or insolvency proceeding with respect to Company, or if Company will have a receiver, administrator, administrative receiver, liquidator, trustee, agent, custodian or other similar official

appointed or will pass a resolution for winding up, or a court will make an order to that effect; or (3) if Company otherwise ceases or threatens to cease carrying on business. Upon the termination of this Agreement for any reason whatsoever, all licenses granted hereunder will immediately terminate and Company will immediately cease and desist from all access to and use of the Application, and will immediately delete the Application from all of the Company's devices. The terms set forth in the following sections of this Agreement will survive the termination of this Agreement for any reason: "INTELLECTUAL PROPERTY"; "WARRANTY/DISCLAIMER OF WARRANTIES"; "LIMITATION OF LIABILITY"; "CHOICE OF LAW AND FORUM", "MISCELLANEOUS", and "ENTIRE AGREEMENT."

MODIFICATIONS OF AND ACCESS TO THE APPLICATION

Bank reserves the right to modify or discontinue the Application or services accessible through the Application in Bank's sole discretion with or without notice to the Company. Bank will not be liable to Company or any third party should Bank exercise its right to modify or discontinue the Application or any services accessible through the Application.

MODIFICATION OF THESE TERMS

From time to time, Bank may change the terms of this Agreement. Such changes will be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on the Application, by electronic or conventional mail, or by any other means by which Company obtains notice thereof. Company's continued use of the Application following the posting of changes to this Agreement indicates Company's acceptance of those changes. Unless Bank provides Company with specific notice, no changes to the terms of this Agreement will apply retroactively.

INTELLECTUAL PROPERTY

Company acknowledges that Bank and its licensors own all right, title and interest in and to the Application, and software code therein, including, without limitation, all intellectual property rights therein. Company agrees to not remove, obscure, or alter any copyright, trademark, or other proprietary rights notice affixed to, contained within, or accessed in conjunction with or through the Application.

SUPPORT AND MAINTENANCE

Bank is not obligated to provide any support or maintenance services to Company related to the Application. Any complaints, questions, or claims related to the Application can be addressed to Synchrony Bank, 170 Election Road, Suite 125, Draper, Utah 84020-6425 or by contacting Synchrony Bank at 800-333-1082.

WARRANTY/DISCLAIMER OF WARRANTIES

COMPANY HEREBY ACKNOWLEDGES AND AGREES THAT USE OF THE APPLICATION IS ENTIRELY AT THE COMPANY'S OWN RISK. THE APPLICATION IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES, CONDITIONS OR GUARANTEES OF ANY KIND. ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, CONDITIONS OR GUARANTEES INCLUDING, WITHOUT LIMITATION, THE WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, ACCESSIBILITY AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHER PROPRIETARY RIGHTS, ARE EXPRESSLY DISCLAIMED BY BANK TO THE FULLEST EXTENT PERMITTED BY LAW. BANK MAKES NO WARRANTY, CONDITION OR GUARANTEE THAT THE APPLICATION WILL MEET COMPANY'S REQUIREMENTS, OR THAT THE APPLICATION WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES BANK MAKE ANY WARRANTY, CONDITION OR GUARANTEE AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE APPLICATION OR AS TO THE COMPLETENESS, ACCURACY, CURRENCY, OR RELIABILITY OF THE APPLICATION OR ANY INFORMATION OBTAINED THROUGH THE APPLICATION OR THAT DEFECTS IN THE APPLICATION WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTY, SO THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION MAY NOT APPLY TO EVERY COMPANY. COMPANY AGREES AND ACKNOWLEDGES THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY, WARRANTY, CONDITION OR GUARANTEE PROVIDED IN THIS AGREEMENT ARE FAIR AND REASONABLE. COMPANY AGREES, IN THE EVENT THAT IT RECEIVES ANY THIRD PARTY CLAIM THAT THE APPLICATION

OR THE COMPANY'S POSSESSION AND USE OF THE APPLICATION INFRINGES A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS, COMPANY WILL PROVIDE BANK WITH PROMPT NOTICE OF SUCH A CLAIM AND BANK WILL HAVE SOLE RESPONSIBILITY FOR THE INVESTIGATION, DEFENSE, SETTLEMENT OR DISCHARGE OF ANY SUCH INTELLECTUAL PROPERTY INFRINGEMENT CLAIM. NOTWITHSTANDING THE FOREGOING, COMPANY WILL PROVIDE SUCH ASSISTANCE IN CONNECTION WITH THE INVESTIGATION, DEFENSE, SETTLEMENT OR DISCHARGE OF ANY SUCH INTELLECTUAL PROPERTY INFRINGEMENT CLAIM THAT BANK MAY REASONABLY REQUEST.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, BANK DOES NOT ASSUME ANY RESPONSIBILITY AND, WILL NOT BE LIABLE FOR, ANY DAMAGE TO, OR VIRUSES THAT MAY INFECT, COMPANY'S OR THIRD PARTIES' EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, DEVICES USED TO ACCESS THE APPLICATION. BANK WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE DAMAGES), RESULTING FROM THE USE OR THE INABILITY TO USE THE APPLICATION OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF COMPANY'S TRANSMISSIONS OR DATA, EVEN IF BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE LIABILITY OF BANK FOR ANY DAMAGES (DIRECT OR OTHERWISE), PENALTIES OR LOSS, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), OR OTHERWISE OF ANY TYPE EXCEED, IN THE AGGREGATE, ONE HUNDRED UNITED STATES DOLLARS (USD \$100), ANY CLAIM FOR DAMAGES IN EXCESS THEREOF BEING HEREBY WAIVED BY COMPANY. THE ABOVE LIMITATIONS AND EXCLUSIONS OF LIABILITY WILL BE APPLICABLE ONLY TO THE EXTENT PERMITTED BY LAW IN THE EVENT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF BANK OR IN THE EVENT OF PERSONAL INJURY OR DEATH OR IN RESPECT OF ANY OTHER LIABILITY THAT MAY NOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

CHOICE OF LAW AND FORUM

This Agreement is governed by the laws of the State of New York and the federal laws of the United States of America, without giving effect to their conflict of laws provisions. For all disputes arising from or related to the Agreement or the Application, Company will submit to the personal and exclusive jurisdiction of the state and federal courts of New York.

MISCELLANEOUS

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then such provision will be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. Bank's failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by Bank in writing. Company and Bank agree that any cause of action arising out of or related to this Agreement or Company's use of this Application must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. The section titles and headings in this Agreement are solely used for the convenience of the parties and have no legal or contractual significance.

This Agreement is entered into for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties.

This Agreement may be assigned by Bank, but may not be assigned by Company, directly or by operation of law, without the prior written consent of Bank. If Company, nevertheless, assigns or purports to assign this Agreement without Bank's consent, this Agreement will be binding on the assignee as well as Company.

ENTIRE AGREEMENT

This Agreement, as supplemented by the Finance Program Agreement, constitutes the entire and only agreement between the parties in relation to its subject matter and replaces and extinguishes all prior or simultaneous agreements, undertakings, arrangements, understandings or statements of any nature made by the

parties whether oral or written (and, if written, whether or not in draft form) with respect to such subject matter. Each of the parties acknowledge that they are not relying on any statements, warranties or representations given or made by any of them in relation to the subject matter of this Agreement, save those expressly set out in this Agreement, and that they will have no rights or remedies with respect to such subject matter otherwise than under this Agreement save to the extent that they arise out of the fraud or fraudulent misrepresentation of another party.

Last updated: 9/2021

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