

Bread Pay™ and Bread Loans™ Terms of Use

Last Updated: January 25, 2024 CCB5/2024

Please read these Terms of Use carefully and print or save for your records.

Capitalized terms are defined in the Definitions section.

By accessing the Site or using any Services, you represent that you have read and agree to be bound by these Terms of Use. **If you do not agree to these terms, do not access the Site or use the Services.**

These Terms of Use include an Arbitration Provision with class action and jury trial waivers.

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E-Sign Consent

You are agreeing to transact business with us electronically. You will NOT receive paper copies of important notices, agreements, and disclosures. Your electronic signature on agreements and documents, including checking a box or clicking a button, has the same effect as if you signed them in ink.

Scope of Consent

Your consent applies to the following Disclosures:

- Any communication from us or our representatives or agents to you; and
- Any disclosure, notice, and other information we are required to give you under applicable law, including attempts to collect debt.

If you are prequalified for a credit card account from one of the Banks, you will be presented with an additional consent at acceptance.

Electronic Delivery of Communications

We may deliver Disclosures to you by:

- Displaying them on a website or app (for example, as part of an online or mobile application for credit);
- Sending them to the email address or mobile phone number that you have provided (or may provide later) to us; or
- Posting them on the Site or Member Portal.

You agree to take a screenshot of, print, or email yourself a copy of any Disclosures you wish to keep.

Minimum Requirements

You will need the following to access Disclosures:

- A valid working email account;

- A cellular device capable of receiving text messages;
- Access to a computer, operating system, and telecommunication connection to the Internet capable of receiving, accessing, displaying, and either printing or saving information electronically;
- One of the two most recent versions of Chrome, Firefox, Microsoft Edge, or Safari that is currently being supported by its publisher;
 - From time to time, we may offer services or features that require that your internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies; and
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit.

We will notify you of any changes to these requirements that create a risk that you may not be able to receive Disclosures.

Withdrawing Consent

You may withdraw your consent to receiving Disclosures electronically by contacting us via email at support@breadpayments.com or calling [1-844-992-7323](tel:1-844-992-7323). Any withdrawal of your consent will be effective only after we have a reasonable period of time to process your withdrawal. If you withdraw your consent, we will send you paper copies of important documents.

Changes to Your Contact Information

You agree to promptly inform us of any changes in your email address, mobile phone number, or any other contact information by sending an email to support@breadpayments.com or calling [1-844-992-7323](tel:1-844-992-7323).

Requesting Paper Copies

To request paper copies of any Disclosures, send an email to support@breadpayments.com or call [1-844-992-7323](tel:1-844-992-7323) within a reasonable time after we first provided the Disclosure to you.

Acknowledging Your Ability to Access Disclosure

You agree and acknowledge that you can access, receive, and retain Disclosures electronically.

USA PATRIOT Act Notice

Important Information About Opening an Account: 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 for you: When you open an account, we will ask for your name, address, date of birth or other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Definitions

- "Account" means your Bread Pay™ or Bread Loans™ account.
- "Agreement" means the loan agreement with Comenity Capital Bank governing your Loan or the credit card agreement with one of the Banks governing your Card.
- "Banks" means Comenity Capital Bank and Comenity Bank collectively.
- "Bread Financial," "we," "us," and "our" mean Comenity Capital Bank and its affiliates, successors, and assigns. Our affiliates include Comenity Bank, Comenity Servicing LLC and Lon Operations LLC, and their respective successors and assigns.
- "Bread Financial API" means Bread Financial's technology interface, which may be used to determine potential eligibility and apply for credit.
- "Bread Loans" is the brand name for debt consolidation loans or other personal loans offered by Comenity Capital Bank.
- "Bread Pay" includes Bread Pay SplitPay and Installments.

- “Bread Pay SplitPay” means a biweekly payment plan for a purchase from a Merchant on a third-party website, in a retail store, by phone, or by any other method we make available.
- “Card” means a credit card account issued by one of the Banks.
- “Comenity Capital Bank” offers Loans and issues some Card accounts that may be offered along with Loans.
- “Comenity Bank” issues some Card accounts that may be offered along with Loans.
- “Disclosures” means the disclosures subject to the E-Sign Consent.
- “Installments” means a monthly payment plan for purchases from a Merchant on third-party website, in a retail store, by phone, or by any other method we make available.
- “Loans” means credit products and services offered by Comenity Capital Bank using the Services, including Bread Pay and Bread Loans.
- “Member Portal” means the portal by which you may access information and manage your Account.
- “Merchant” means a merchant offering Bread Pay.
- “Payment Card” means a valid, unexpired credit or debit payment card associated with an account you are authorized to use.
- “Prequalification” means an initial determination of your eligibility and the terms that may be available to you.
- “Services” mean the online products and services we offer on the Site, as further described in the General subsection of the Services and Products section.
- “Site” means any website owned or operated by Bread Financial, including www.breadfinancial.com, breadpayments.com, and their subdomains.
- “User Content” means any content, data, or other materials you upload or otherwise submit through the Services.

Services and Products

General

Services include:

- The Bread Financial API, which may be used to determine potential eligibility and submit an application for credit;
- The Member Portal by which you may access information and manage your Account; and
- Other ancillary products and services that we may provide from time to time.

Products we may make available on the Site or through the Services include:

- Loans, including:
 - Bread Pay, which is a brand name for two types of loans available for purchases from a Merchant (Bread Pay SplitPay and Installments); and
 - Bread Loans, which is a brand name for personal loans for debt consolidation or other personal, family, or household purposes; and
- Cards, which are credit card accounts issued by the Banks.

Changes to These Terms of Use

We may change these Terms of Use (including adding or removing provisions) at any time in our sole discretion. We will post the revised Terms of Use on the Site and indicate the date the Terms of Use were last revised. You agree to review these Terms of Use periodically to ensure you are aware of any changes. By using the Services after the Terms of Use have been updated, you are agreeing to the new Terms of Use.

Eligibility

To be eligible for a Loan or Card, you must be of legal age to enter into contracts in your state (generally 18) and be a legal resident of the United States, except as otherwise provided in any offer of credit.

Loans and Cards may be used for your personal, family, or household use only, unless otherwise provided in any offer of credit. If you have been denied a Bread Loans loan during the preceding 30 days, you are ineligible to submit a new application for a Bread Loans loan.

By using the Services or accessing this Site, you:

- Represent that you are eligible to do so. If you misrepresent your eligibility to us, you may be prohibited from using the Services in the future;
- Certify that the information you have provided as part of any Loan or Card application is true and correct; and
- Authorize the Banks and/or Bread Financial to verify the information you have provided and/or verify your identity, including contacting third parties to do so.

In addition, if you apply for Bread Pay SplitPay, you must have:

- **A Payment Card;**
- **Sufficient capacity on such Payment Card as determined by Bread Financial; and**
- **No more than the maximum number of allowed Bread Pay SplitPay loans permitted by Bread Financial, which may vary from time to time.**

If you apply for a Bread Loans loan, you must have no more than the maximum allowed Bread Loans permitted by Bread Financial, which may vary from time to time.

Collecting Information About You

By accessing this Site or by using the Services, you authorize us or a third party acting on our behalf to collect and store information about you and the device you are using to access the Services. This includes information that we will collect, obtain, and verify, on behalf of the Banks, pursuant to Section 326 of the USA PATRIOT Act. Review the [Bread Financial Privacy Policy & Notices](#) for more information.

You acknowledge that we may disclose and transfer any information that you provide through this Site to (i) Bread Financial and its affiliates agents or information providers; (ii) to any other person or entity with your consent; or (iii) if we have a right or duty to disclose or are permitted or compelled to so disclose such information by law. You consent to the transmission, transfer, or processing of such information to, or through, any country in the world, as we deem necessary or appropriate, and by using and providing information through this Site you agree to such transfers. Use of this Site, including any patterns or characteristics concerning your interaction with it, may be monitored, tracked, and recorded. Anyone using this Site expressly consents to such monitoring, tracking, and recording.

Credit Reports

You authorize the Banks and/or Bread Financial to obtain your credit report and other information from one or more consumer reporting agencies for the purposes of processing your Loan or Card application, evaluating your Prequalification request, verifying the account and routing number of any bank account you use to make a payment using the Site or the Services, and/or at the Banks' or Bread Financial's discretion from time to time thereafter in connection with the underwriting, servicing, and/or collection of any Loan either of the Banks extends to you. You consent to our obtaining such records by submitting an application or solicitation. Upon request, we will tell you the name and address of any credit reporting agency that furnished a report on you.

We may obtain income and employment information from one or more consumer reporting agencies at the time of application and periodically thereafter during the term of your Loan or Card. You agree in writing to the release of your income and employment information.

The Banks and Bread Financial may, at their sole discretion, report information about your Loan or Card to consumer reporting agencies. Such information may appear on your credit report and may impact your

credit score.

California and Utah residents: As required by 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.

We may report information about your loan to credit bureaus. Late payments, missed payments, or other defaults on your loan may be reflected in your credit report.

Prequalification and Application

Prior to submitting a Loan or Card application, you must check your eligibility through Prequalification. The Prequalification terms are not the final terms on which credit will be available and may change when the Agreement is presented to you or thereafter. The Prequalification is not a guarantee that you will be approved for credit because the Prequalification is an estimate and may change based on a variety of factors.

If you are initially eligible, you may submit a Loan or Card application. All Loans are subject to final approval and funding by Comenity Capital Bank and Cards are subject to credit approval by one of the Banks. Any Loan may be held as pending, delayed for processing, or canceled at any time prior to the issuance of your Loan.

If the goods or services you are attempting to purchase using Bread Pay cost more than the amount of the Loan that may be offered to you, or a Merchant wishes to collect some portion of the payment separately, you may be permitted to pay the remaining amount directly to either Bread Financial or the Merchant through a third-party payment processor by credit or debit card.

Your Agreement

Your Agreement has important terms, which you should read. A copy of the Agreement will be provided to you before you complete your purchase, debt consolidation, or personal loan request or Card application so you can review and decide whether to accept the terms offered.

There may be a delay in the issuance of Bread Pay proceeds. **Bread Pay proceeds may be issued to the Merchant before they have fulfilled shipment of the goods to you and payments (including interest) may be due before you have received your goods or services from the Merchant.** Contact the Merchant regarding any unexpected shipping delays or other issues with your order. Please review the Merchant Disputes, Refunds, and Cancellations section on how to resolve disputes with a Merchant. Please review the Debt Consolidation Loans section for additional details about Bread Loans.

After your Loan has been issued, you will receive an email with instructions on how to access the Member Portal, where you can view your Agreement. Card Agreements may be downloaded or printed during the application process and will also be mailed with approved Cards.

Debt Consolidation Loans

We may offer you the ability to apply for Bread Loans to pay the outstanding balance on one or more credit cards issued in your name by eligible U.S. banks. Debt consolidation loan proceeds will be paid directly to your credit card issuers and you will not receive any proceeds.

We are unable to consolidate balances from the Banks, creditors who are unable to accept payment electronically and require a paper check, or non-U.S. creditor accounts. Bread Loans may not be used to consolidate other types of loans, including post-secondary education expenses, real estate, mortgages, securities, vehicle financing, or for any purpose prohibited by law or inconsistent with these Terms of Use, any requirements or limitations we disclosed at the time of offer, or the terms of your Bread Loans Agreement. Additional limitations may apply, including the number of credit card accounts that you may designate for one Bread Loans loan or the minimum and maximum Bread Loans amount that you may

apply for.

Your Bread Loans loan may result in a higher annual percentage rate (APR) or higher monthly payment than you would otherwise pay through your current creditor. Please review your agreement with your credit card issuers for more information about rates, fees, and other charges to decide what is best for your needs.

We rely on the accuracy of the credit card information that you provide to us and are not required (but reserve the right) to verify information before sending any Bread Loans proceeds.

It may take up to 30 days to process and transmit proceeds to your credit card issuers. In the meantime, you are responsible for making all required payments on your credit card accounts. In addition, the amount you designated to be paid to a particular credit card issuer may not fully pay off your balance at the time that credit card issuer receives the proceeds and posts them to your account.

We reserve the right to cancel or reject any Bread Loans payment to any or all credit card issuers. In addition, if we cannot process any Bread Loans payment to a credit card issuer, for whatever reason, within 30 days from executing your Agreement, we will cancel that payment. In certain cases, your credit card issuer may not be able to post any Bread Loans payment to your account (for example, if the credit card information you provided is incorrect or your credit card issuer rejects the payment). We will reduce the total amount of your loan by the cancelled or failed amount and you will not owe any interest on the cancelled or failed payment.

We will not be liable for:

- Your failure to make your required payments on your credit cards;
- Any loss or injury you may incur for any delayed, canceled, or failed Bread Loans payment; or
- Any credit card balance that may remain after your Bread Loans proceeds are posted to your credit card account.

You agree to help us resolve any disputes with other creditors.

Other Personal Loans

We may offer you the ability to apply for Bread Loans for personal, family, or household purposes. Personal loan proceeds will be sent electronically to the bank account you designate. We may limit the number of bank accounts you may designate for receipt of proceeds. You authorize us to verify that the bank account you designate is owned by you, including contacting third parties to do so.

Bread Loans may not be used for any purpose prohibited by law or inconsistent with these Terms of Use, any requirements or limitations we disclosed at the time of offer, or the terms of your Bread Loans Agreement. Additional limitations may apply, including the minimum and maximum Bread Loans amount that you may apply for.

We rely on the accuracy of the bank account information that you provide to us and are not required (but reserve the right) to verify information before sending any Bread Loans proceeds.

It may take up to 72 hours to process and transmit proceeds to your bank account. If we are unable to transmit proceeds to your bank account, we may cancel your loan.

Third Parties

You acknowledge that Bread Financial is not responsible for:

- Any defect or warranty associated with any goods or services provided by Merchants;
- Your use of a Merchant's goods or services; or
- The content of or your use of Merchant websites, which are governed by the Merchants' own terms of use and privacy policies.

You agree that you will not hold Bread Financial liable under any theory of products liability, personal injury, or breach of warranty for your purchase or debt consolidation.

Merchant Disputes, Refunds, and Cancellations

Any returns or disputes pertaining to the product or service, the amount you were charged, delivery, or any other aspect of your retail transaction with a Merchant must be first directed to the Merchant. Please review the [Frequently Asked Questions in the Help Center](#) on the Site for more information regarding disputes you may have with the Merchant.

If the Merchant processes a refund, the Merchant will direct refund amounts to us and we will make adjustments to your Loan as provided in your Agreement. If the refund is for the entire borrowed amount, you may still owe finance charges depending on when the Merchant notifies us of the refund. If a refund is processed by the Merchant before the Loan is issued, your loan will be issued in the reduced amount or your loan will be canceled in its entirety if the reduced amount is equal to the full amount of the loan. You will still be responsible for any outstanding balance on your Loan. You may also owe other amounts (such as interest, late fees, or non-sufficient funds fees) that accrued prior to issuance of the refund and were not paid. Review your Agreement for further details.

Some Merchants may give you a store credit or some other form of credit instead of processing a refund to your Loan. Please review the Merchant's return policy for details. You remain responsible for repaying your Loan regardless of how the Merchant processes the return.

If consolidating debt with Bread Loans, you are solely responsible for identifying the amount to be paid to your credit card issuers. If the amount results in an overpayment to your credit card account, we will not issue a refund or cancel your loan (in whole or in part) and your repayment obligation under your Agreement will remain unchanged. Once your Bread Loans proceeds have been posted by your credit card issuers to your accounts, any disputes regarding overpayments must be directed to the credit card issuers.

For Cards, refer to your Card Agreement or billing statement for information on billing disputes.

Repayment

You may log into the Member Portal at member-portal.breadpayments.com/login or call [1-844-992-7323](tel:1-844-992-7323) to make a payment via electronic fund transfer from your bank account or debit card for Installments and Bread Loans or debit or credit card for Bread Pay SplitPay. We may change the payment methods accepted for certain products from time to time, such as no longer allowing debit cards for Installments.

For Bread Pay SplitPay, you must consent to enroll in AutoPay prior to or at the time of checkout and authorize Bread Financial to authorize recurring charges to your Payment Card on each due date. You can unenroll in AutoPay or change your registered Payment Card at any time by logging into the Member Portal or calling [1-844-992-7323](tel:1-844-992-7323).

If you attempt to complete a purchase using Bread Pay SplitPay, you agree that we may place a hold by authorizing a debit or charge to your Payment Card. Typically, the authorization will be equal to up to half the amount of your purchase. However, in some instances (such as when you are checking out in a physical location), the amount of the authorization may vary by Merchant and we will disclose the amount prior to checkout. Any unpaid portion of that authorization that is canceled or refunded to you may take several days to be reflected on your Payment Card account. We are unable to control when a hold is released from your account or that amount will be credited back to you. We are not responsible for the release of any holds. Please contact your card issuing bank.

For Cards, see page 2 of your billing statement for information on how to make payments.

Denial, Suspension or Termination

At any time, we or the Banks may without notice:

- Discontinue providing the Services or any part thereof;
- Deny or suspend your use of the Services;
- Prevent your access to the Site or to the Services;
- Remove and discard any content within the Services;
- Suspend or terminate your Account or any part thereof;
- Cancel, deactivate, or delete your Account and delete all information and files in your Account; and
- Refer suspected fraudulent, abusive, or illegal activity to appropriate law enforcement authorities.

We may take these actions for any reason permitted by applicable law, including but not limited to your creditworthiness, suspected fraud, your history of using the Services, your violation of any agreement with us, including these Terms of Use, or if we have reason to believe that you have engaged in any of the activities listed in the Restricted Activities subsection of the Restrictions, Privacy, and Security section.

We will not be liable to you or any third party for taking any of these actions.

Communications

General

Bread Financial and any party acting on our behalf may communicate with you about your Loan or Card electronically, by phone, or in writing. Any electronic communications will be considered to be received by you at the time we email it to you or otherwise send it to your attention (such as via SMS or other online or mobile notification). Bread Financial may monitor or record telephone conversations you or anyone acting on your behalf has with Bread Financial or its agents for quality control and training purposes.

Mobile Communications

This Mobile Communications section only applies to use of the Site or Services in connection with Loans (and not Cards).

By providing your mobile phone number, you agree that Bread Financial, its affiliates, and service providers may communicate with you about your Account and any Loan through phone calls or texts, including any such telephonic communications that may be made or generated using an automatic dialer system, automatic telephone dialing system, pre-recorded voice message, or artificial voice. **Message and data rates may apply.** The frequency of text messages may vary. We may contact you at the mobile phone number you provided to us at the time of application or any other phone number you may provide to us in the future. You represent that you are the owner, or authorized user of the mobile phone number and are authorized to consent to receive texts and other communications.

How to Opt Out of Text Communications for Account Servicing Purposes. You may opt out of future account servicing texts by replying "STOP." **Opting out of account servicing text messages will not opt you out of other text messages that we may send you, such as texts we may send you if we suspect fraud, if you have missed a payment and are in default, or marketing texts you may have separately elected to receive.**

Safeguarding your Mobile Phone. Anyone with access to your mobile phone may be able to view texts that we send you. If you do not want anyone to view your Bread Financial texts, you should safeguard your mobile phone. You accept full responsibility for safeguarding any communications that we may send to your mobile phone.

Third-Party Providers. You authorize your wireless operator to disclose your mobile number, name, address, email, network status, customer type, customer file, billing type, mobile device identifiers (IMSI and IMEI), and other subscriber status and device details, if available, to our third-party service provider, solely to verify your identity and prevent fraud for the duration of the relationship.

Text Carriers and Delivery. We do not guarantee that you will receive servicing texts. Circumstances beyond our control may result in your not receiving texts. Supported carriers for text messages may change from time to time. Not all carriers may support Bread Financial's text messages. Your carrier may not deliver texts while you are roaming, out of the country, or otherwise outside of its service area.

Support/Help. For questions, call 1-844-992-7323. You may also text "HELP" for more information.

Communication in Languages Other Than English

You agree to receive all communications on the Site and/or in connection with the Services in English. We may, at our option, communicate with you in other languages as a courtesy. We may stop communicating with you in non-English languages at any time. While we try to ensure accuracy of translations, we are not responsible for any inaccuracies in translation or misunderstandings due to differences in usage or dialect. In the event of inconsistency between the English version and the translation, the English version will control.

Contact Information

For Loans, you agree to inform us immediately of any changes in your billing address, email address, or phone number by sending an email to support@breadpayments.com or calling 1-844 -992-7323. For Cards, review your Card Agreement for how to notify us of changes to your name, email address, mailing address or phone number.

Restrictions, Privacy, and Security

Restricted Activities

The items listed below are a non-exclusive list of prohibited activities when using the Services:

- Providing any false, inaccurate, or misleading information;
- Providing information belonging to any person other than yourself or using an account that belongs to another person for yourself or on behalf of another person;
- Using the Services for any illegal purpose or engaging in any activity that is illegal or in contravention of any agreement you have with Bread Financial, including these Terms of Use;
- Using the Services to purchase any age-restricted goods or services or products and services with varying legal status on a state-by-state basis, which restriction may be waived in our sole discretion;
- Using any software, device, or other technology, including but not limited to viruses, trojan horses, or other bots intended to interfere with the Services, commit unauthorized use of the Site or attempt to gain unauthorized access to Bread Financial systems or disrupt the Site or the Services in any way;
- Using any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine," or otherwise gather Site content or reproduce or circumvent the navigational structure or presentation of the Site without Bread Financial's express prior written consent. However, Bread Financial grants the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available, searchable indices of such materials, but not caches or archives of such materials, subject to compliance with any instructions posted in the robots.txt file located in the Site's root directory. Bread Financial reserves the right to revoke such permission either generally or in specific cases at any time and without notice;
- Using the Services for competitive purposes, including to reverse engineer Bread Financial's technology or the Bread Financial API or to engage in mystery shopping; or
- Using the Site or Services to engage in any other activities that we consider, in our sole discretion, to be objectionable or to be a violation of our policies or agreement with our Merchant partners.

Account Security

You are responsible for maintaining security of the login credentials for your Account. If you think your Account has been compromised, contact us immediately by sending an email to

support@breadpayments.com or calling 1-844-992-7323.

Your Account on the Member Portal will include personal and sensitive information about you and your Account. You agree that you are fully responsible for any activity that occurs on your Account in the Member Portal by anyone you have given your access credentials to or have permitted to access your Account.

Third Party Access

If you authorize a third party to access your Account or share your Account information with them, Bread Financial may disclose information about your Account with such third party. Granting a third-party authorization to take action on your behalf or use your information does not relieve you of any responsibilities under these Terms of Use or any Agreement. Payments made on your behalf from third parties, including those whom you authorize to access your Account, may be accepted and reflected in your Account.

User Content; Feedback

You represent and warrant that you own all right, title, and interest in the content, data, or other material User Content. By uploading or otherwise submitting any User Content, you grant Bread Financial and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify, and otherwise use your User Content in connection with the operation of the Services.

Bread Financial may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to:

- Comply with legal process, applicable laws, or government requests;
- Enforce these Terms of Use;
- Respond to claims that any content violates the rights of third parties; or
- Protect the rights, property, or personal safety of Bread Financial, its users, and the public.

The technical processing and transmission of the Services, including your User Content, may involve:

- Transmission over various networks; and
- Changes to conform and adapt to technical requirements of connecting networks or devices.

From time to time, we may ask you to provide feedback on the Services or you may affirmatively provide us with feedback. Unless otherwise indicated, any content submitted to Bread Financial via the Site will be deemed and remain the property of Bread Financial. Any comments, ideas, or feedback you provide us are non-confidential and we may use them without any restriction or compensation to you. We do not waive any rights to use similar or related ideas or feedback previously known to us, developed by our employees, or obtained from other sources.

Links to Other Web Sites and Content

The Services may appear on other websites, including Merchant websites. The Site may also contain links to, or direct you to, other websites, articles, photographs, text, graphics, pictures, designs, music, sound, video, information, software, and other content belonging to or originating from third parties. Such other websites and third-party content are not monitored or checked for accuracy, appropriateness, or completeness by us and we are not responsible for any other websites or third-party content posted on the Site. If you leave the Site and access any other website, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any other website.

General Terms

Statute of Limitations

Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Services or these Terms of Use must be filed within **one year** after such claim or cause of action arose or within the shortest limit permitted under applicable law. However, any claims or causes of action arising out of related to your Agreement are expressly excluded from this provision.

Intellectual Property—Limited License

By using the Services, you acknowledge that Bread Financial or one of its affiliates owns all right, title, and interest in Bread Financial's intellectual property, which includes any software, code, system, technology, content, design, graphics, procedures, and other intellectual property embedded in the Services, the Site, or through the Bread Financial API, including Bread Financial's name, logo, and any other trademarked material but expressly excluding your User Content. Copying, redistributing, or publishing any part of the Services is strictly prohibited, unless otherwise expressly permitted. Posting of information or materials on the Services by Bread Financial does not constitute a waiver of any right in such information and materials.

Provided that you are eligible to use of the Site and the Services, you are granted a limited, revocable, nontransferable license to access and use the Bread Financial's intellectual property and the Services solely for your personal, noncommercial use (including to access any disclosures). Any other use of the Bread Financial's intellectual property is strictly prohibited and will terminate the license granted herein. Any rights not expressly granted herein are reserved by Bread Financial.

Limitation on Liability

To the extent permitted by applicable law, notwithstanding anything in these Terms of Use to the contrary, in no event will we, our affiliates, or our respective directors, employees, or agents be liable to you or any third party for any indirect, consequential, exemplary, incidental, special, or punitive damages, including for any lost profits or lost data, arising from your use of or inability to use the Site or the Services or otherwise arising under or relating to these Terms of Use (including your use of any product purchased using the Services, the unavailability of the Services for any reason, or any system failure or malfunction associated with the Services). These limitations on liability will apply even if we are advised of the possibility of such damages or claims. In all other instances and to the extent permitted by applicable law, notwithstanding anything in these Terms of Use to the contrary, our liability to you for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you for the Services in the six months preceding the applicable claim. You expressly understand and agree that Bread Financial would not provide the Services to you without such limitations.

If you are a user from New Jersey, this Limitation on Liability section is intended to be only as broad as is permitted under the laws of New Jersey. If any portion of this section is held to be invalid under the laws of New Jersey, the invalidity of such portion will not affect the validity of the remaining portions.

Disclaimer of Warranties

Your use of the Site and the Services is at your sole risk. The Site and Services are provided on an "as is" and "as available" basis. Bread Financial expressly disclaims all warranties of any kind, whether express, implied, or statutory, including but not limited to the implied warranties of merchantability, title, non-infringement, or fitness for a particular purpose. In addition, Bread Financial expressly disclaims any liability for errors or omissions in any information provided as part of the Services or on the Site and any warranties regarding the operability of the Services or liability for any service interruptions or systems failures that may affect the Services at any time. We cannot guarantee and do not warrant that your access will be uninterrupted, timely, secure, or

error-free or that the Site will be free of computer viruses.

If you are a user from New Jersey, this Disclaimer of Warranties section is intended to be only as broad as is permitted under the laws of New Jersey. If any portion of this section is held to be invalid under the laws of New Jersey, the invalidity of such portion will not affect the validity of the remaining portions.

Governing Law, Venue, and Jurisdiction

Except and to the extent the Arbitration Provision may apply to any dispute, by accessing the Site or using the Services, you agree:

- That the laws of the State of Delaware, without regard to any principles of conflict of laws, will govern these Terms of Use or your use of the Services;
- To the personal jurisdiction by and venue in the state and federal courts in New Castle County, Delaware; and
- That such courts are the exclusive forum for litigation of any claim or cause of action arising out of or relating to your use of this Site or the Services.

Indemnity and Release

You agree to release, indemnify, and hold Bread Financial, its affiliates, and each of their respective directors, employees, and agents harmless from and against any and all loss, liability, damages, costs, and expenses, including reasonable attorneys' fees, rights, claims, actions of any kind, or injury arising out of or in connection with your use of the Site or the Services, any User Content, as well as any claims based on breach of contract, tort, product liability, or breach of warranty, or any violation of these Terms of Use. You agree to fully cooperate at your expense as reasonably required by Bread Financial. Bread Financial may, at its election, assume the defense and control of any matter for which it is indemnified hereunder. You shall not settle any matter involving Bread Financial without the consent of Bread Financial.

Notwithstanding the foregoing, you will have no obligation to indemnify or hold harmless any indemnitee from or against any liability, losses, damages, or expenses incurred as a result of any action or inaction of such indemnitee. If you are a California resident, you waive Cal. Civ. Code § 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

If you are a user from New Jersey, this Indemnity and Release section is intended to be only as broad as is permitted under the laws of New Jersey. If any portion of this section is held to be invalid under the laws of New Jersey, the invalidity of such portion will not affect the validity of the remaining portions.

Other

- Our failure to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision in that or any other instance.
- Except as specified above, if any provision of these Terms of Use is held invalid, the remainder of these Terms of Use will continue in full force and effect.
- The section headings used in these Terms of Use are for reference only and do not carry any legal significance.
- Although Bread Financial will make commercially reasonable efforts to make the Services available to you, delays may result from first or third-party service outages, hardware failure, telecommunications issues, software failure, overloading of system capacities, acts of God (including weather, fire, water damage, explosion, and natural disasters), pandemics, epidemics, changes in government or regulatory restrictions, issues with Merchant technology or fulfillment, delays in approval by the Banks, or for other reasons outside of Bread Financial's control. Bread Financial is not responsible for

any such delays.

- The Site and Services are available only in the United States in jurisdictions where the Loans or Cards are available. We do not make any representations that the Services or the Site are appropriate for or comply with the laws or regulation of any other jurisdiction.
- We may limit the Site's availability, in whole or in part, to any person, geographic area or jurisdiction that we choose, at any time and in our sole discretion.
- The Site is controlled and/or operated from the United States and is not intended to subject Bread Financial to non-U.S. jurisdiction or laws, except as otherwise expressly stated in these Terms of Use.
- If you access or use the Site, you do so at your own risk, and you are responsible for complying with all local laws, rules, and regulations.
- Upon our request, you will take any actions necessary to evidence your compliance with these Terms of Use.
- The Terms of Use are between you and Bread Financial and these Terms of Use will not vest any rights to any third party from your use of the Services or the Site. However, affiliates of Bread Financial are intended third party beneficiaries of these Terms of Use.
- You may not assign your rights or obligations under these Terms of Use to any other party without our prior written consent. We may freely assign our rights and obligations under these Terms of Use at any time without notice.
- Provisions of these Terms of Use that would reasonably be expected to survive termination or expiration of these Terms of Use, including, but not limited to Intellectual Property—Limited License; Limitation on Liability; Governing Law, Venue, and Jurisdiction; Indemnity and Release; and Arbitration and Jury Trial Waiver, will survive termination or expiration of these Terms of Use.
- In addition to these Terms of Use, you may enter into other agreements with us or one of the Banks that will govern your use of the Services. If there is a conflict between these Terms of Use and another agreement that you enter into with us (including, without limitation, your Agreement), such other agreement will take precedence with respect to the specific aspects of the Services to which it applies.
- These Terms of Use constitute the entire understanding between you and Bread Financial about your use of the Site and Services and supersede all prior understandings of the parties relating to the subject matter at hand but are subject to other agreements we may enter into with you specific to the Services.

Notice for California Users

Per Cal. Civil Code § 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, 1-916-445-1254 or 1-800-952-5210. You may contact us at Bread Financial, P.O. Box 18082, Columbus, OH 43218-0082 or 1-844-992-7323.

Arbitration and Jury Trial Waiver

If you are a covered borrower under the Military Lending Act, 10 U.S.C. § 987, the Arbitration and Jury Trial Waiver section does not apply to you.

Key provisions: Please read the following important provisions carefully. Pay special attention to Paragraphs:

- A (Jury Trial Waiver);
- C.5 (Court and Jury Trials Prohibited; Other Limitations on Legal Rights); and
- C.6 (Prohibition Against Certain Proceedings (Class Action Waiver)).

A. Jury Trial Waiver

To the extent permitted by law, you and we waive any right to trial by jury in the event of a lawsuit arising out of or related to these Terms of Use. This jury trial waiver shall not affect the Arbitration Provision below (including the jury trial waiver contained therein). You and we

each represent that this waiver is given knowingly, willingly, and voluntarily.

B. Notice and Cure

Prior to bringing a lawsuit or initiating an arbitration that asserts a claim arising out of or related to these Terms of Use (as further defined below, "Claim"), the party asserting the Claim ("Claimant") shall give the other party ("Respondent") written notice of the Claim ("Claim Notice") and a reasonable opportunity, not less than 30 days, to resolve the Claim through good faith efforts of both parties.

Any Claim Notice to you shall be sent to the address we have in our records (or any updated address you subsequently provide to us). Any Claim Notice to us shall be sent by mail to Bread Financial Arbitration Claim, P.O. Box 18082, Columbus, OH 43218-0082 (or any updated address we subsequently provide). Any Claim Notice you send must provide your name, address, and Loan or Card number (if applicable) and explain the nature of the Claim and relief demanded. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. No third party, other than a lawyer you have personally retained, may submit a Claim Notice on your behalf. The Claimant must reasonably cooperate in providing any information about the Claim that the Respondent reasonably requests. Any statute of limitations applicable to the Claim described in the Claim Notice shall be tolled during the period between the date that the Claim Notice is sent by mail and the later of:

- a. 60 days after receipt of the Claim Notice; or
- b. 30 days after either Claimant or Respondent informs the other that good faith efforts to resolve the Claim informally have ceased.

A lawsuit or arbitration proceeding may not be commenced unless the Claimant has complied with this Notice and Cure provision. A court will have authority to enforce this Notice and Cure provision, including the power to enjoin the filing or prosecution of arbitrations without first complying with said provision. Unless prohibited by applicable law, the arbitration Administrator is without authority to accept or administer any arbitration proceeding unless the Claimant has complied with this Notice and Cure provision.

C. Arbitration Provision

Read this provision carefully.

1. **Parties:** Solely as used in this Arbitration Provision (and not elsewhere in these Terms of Use), the terms "we," "us," and "our" mean:
 - a. the "Bread Financial Parties", which includes Bread Financial and its successors and/or assigns, as well as any parent, subsidiary, or affiliate of theirs and their employees, officers, and directors; and
 - b. any other person or company that provides any services in connection with these Terms of Use if you assert a Claim against such other person or company at the same time you assert a Claim against any Bread Financial Party.
2. **Covered Claims:** "Claim" means any claim, dispute, or controversy between you and us that in any way arises from or relates to these Terms of Use, any other documents referenced in these Terms of Use, the Loan or Card, and/or any prior agreement or Loan or Card. "Claim" includes disputes arising from actions or omissions prior to the date of the Loan, including the advertising related to, application for or approval of the Loan or Card. "Claim" has the broadest possible meaning and includes initial claims, counterclaims, cross-claims, and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud, and other intentional torts, constitution, statute, regulation, ordinance, common law, and equity (including any claim for individual injunctive or declaratory relief). "Claim" does not include disputes about the validity, enforceability, coverage, or scope of this Arbitration Provision or any part thereof (including, without limitation, the prohibition against class proceedings, private attorney general proceedings, and/or multiple party proceedings described in Paragraph C.6 (Prohibition Against Certain Proceedings (Class Action Waiver)), Paragraph C.12 (Severability), and/or this sentence); all

such disputes are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of these Terms of Use as a whole is for the arbitrator, not a court, to decide.

3. **Starting an Arbitration:** Arbitration may be elected by any party with respect to any Claim, even if that party has already initiated a lawsuit with respect to a different Claim. Arbitration is started by giving a written demand for arbitration to the other party. You and we will not choose to arbitrate any individual Claim you or we bring in small claims court or your or our state's equivalent court. This means you or we may bring an action in small claims court without being subject to arbitration. Moreover, if an arbitration demand has been made within the jurisdictional limits of the applicable small claims court, you or we may instruct the arbitration Administrator to close the case because the dispute should be decided by a small claims court. However, if a Claim is transferred, removed or appealed from small claims court to a different court, or if any Claim brought in small claims court exceeds the small claims court limit or attempts to change an individual Claim into a class or other representative Claim, you or we will then have the right to demand arbitration.
4. **Choosing the Administrator:** "Administrator" means the American Arbitration Association ("AAA"), 120 Broadway, 21st Floor, New York, NY 10271, www.adr.org, or National Arbitration and Mediation ("NAM"), 122 East 42nd Street, Suite 803, New York, NY 10168, www.namadr.com, to be selected by mutual agreement of the parties. If the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court with jurisdiction pursuant to Section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"). The arbitrator will be appointed by the Administrator in accordance with the rules of the Administrator. However, the arbitrator must be a retired or former judge or a lawyer with at least 10 years of experience. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered by any Administrator that has in place a formal or informal policy that is inconsistent with the Class Action Waiver, without the consent of all parties to the arbitration.
5. **Court and Jury Trials Prohibited; Other Limitations on Legal Rights:** If you or we elect to arbitrate a Claim, you will not have the right to pursue that Claim in court or have a jury decide the Claim. Also, your ability to obtain information from us is more limited in arbitration than in a lawsuit. Other rights that you would have if you went to court may also not be available in arbitration.
6. **Prohibition Against Certain Proceedings (Class Action Waiver):** If you or we elect to arbitrate a Claim:
 - a. neither you nor we may participate in a class action in court or in class-wide arbitration, either as a plaintiff, defendant, or class member;
 - b. neither you nor we may act as a private attorney general in court or in arbitration;
 - c. absent the written consent of all parties, Claims brought by or against you may not be joined or consolidated with Claims brought by or against any other person; and
 - d. the arbitrator shall have no power or authority to conduct a class-wide arbitration, private attorney general arbitration, or other representative arbitration.
7. **Location and Costs:** Any arbitration hearing that you attend must take place at a location reasonably convenient to you. The parties shall pay filing, administrative and arbitrator fees in accordance with the Administrator's rules and applicable law. However, if we receive a written request personally signed by you, stating that you cannot afford to pay your portion of said fees, we will pay them for you. The parties shall also bear the fees and expenses of their own attorneys, experts and witnesses unless otherwise required by applicable law, these Terms of Use or the Administrator's rules. Provided such an award is permitted by applicable law, the arbitrator may also allocate compensation, expenses, and administrative fees (which include filing and hearing fees) to any party upon the arbitrator's determination that the party's claim or counterclaim was filed for purposes of harassment or is patently frivolous.

8. **Governing Law:** This Arbitration Provision involves interstate commerce and is governed by the FAA, and not by any state arbitration law. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator may award any remedy provided by the substantive law that would apply in an individual case if the action were pending in court (including, without limitation, punitive damages, which shall be governed by the Constitutional standards employed by the courts). At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.
9. **Discovery:** In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the Administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under the arbitration rules of the Administrator. The arbitrator shall have discretion to grant or deny that request.
10. **Result and Appeals:** Judgment upon the arbitrator's award may be entered by any court having jurisdiction. The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA and/or the rules of the Administrator. Any finding, award, or judgment from an arbitration of any Claim shall apply only to that arbitration. No finding, award, or judgment from any other arbitration shall impact the arbitration of any Claim.
11. **Interpretation:** This Arbitration Provision shall survive the termination of these Terms of Use and any bankruptcy to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between this Arbitration Provision and the applicable arbitration rules or the other provisions of these Terms of Use, this Arbitration Provision shall govern. This Arbitration Provision replaces any Prior Arbitration Agreement.
12. **Severability:** If any portion of this Arbitration Provision is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force, subject to two exceptions. First, if a determination is made that the Class Action Waiver is unenforceable, and that determination is not reversed on appeal, then the Arbitration Provision shall be void in its entirety. Second, if a court determines that a public injunctive relief Claim may proceed notwithstanding the Class Action Waiver, and that determination is not reversed on appeal, then the public injunctive relief Claim will be decided by a court, any individual Claims will be arbitrated and the parties will ask the court to stay the public injunctive relief Claim until the other Claims have been finally concluded.