

PRODUCT USE AGREEMENT

This Product Use Agreement (“**Agreement**”) is between the entity you represent (“**Company**”, “**you**”, or “**your**”), and Synchrony Bank (“**Bank**”, “**we**”, “**us**”, or “**our**”) and sets forth the terms that govern your use of one or more tablet computers (“**Products**”) that we provide. By clicking “accept” or otherwise indicating your consent to the terms of this Agreement on the website where you have placed your order for the Products (the “**Site**”) you accept and agree to these terms and conditions on behalf of your Company. We are providing the Products to you to facilitate cardholder activation. As the individual accepting these terms on behalf of Company, you represent that you have the legal authority to enter into this agreement on Company's behalf. You also represent and warrant that Company is, and will be at all times during the Use Period (as defined below), a party to a current Card Acceptance Agreement for Participating Professionals with Bank (a “**Provider Agreement**”). This Agreement is effective on the date you accept these terms and conditions.

- 1. Ownership of Products; Use Period.** Any Products provided to you under this Agreement are and will remain at all times owned exclusively by us or our third-party provider. There is no charge for the Products. However, there will be an associated program fee (the “**Program Fee**”). Upon delivery of the Products, you may use the Products during the Use Period exclusively to provide patients with access to information and services in connection with your business and in accordance with this Agreement, including Sections 11 and 12 below (the “**Acceptable Use**”). For each Product, the “**Use Period**” will commence on the delivery of the Product and, unless terminated earlier by us, will end on the earlier of (a) the date we receive the Product back from you and (b) the date that is three (3) years after the delivery date (or three (3) years after the end of the Free Trial Period if you qualify for a free trial as further described below). You will return the Products to the address we designate by the end of the applicable Use Period.
- 2. Program Fees; Taxes.** The Program Fees are \$9.95 per Product, per month. The Program Fees for Product(s) do not include any applicable taxes or shipping costs. You will be responsible for all taxes arising from the transactions contemplated by this Agreement, including any sales or use taxes. Any applicable taxes and any shipping costs will be added to the amount of your Program Fees and will be shown separately on the check-out page. You will have an opportunity to review such charges before you confirm your order.
- 3. Payment Terms; Authorization for Recurring Transactions; Sponsored Products; Free Trials.**
 - a. You agree to pay us all of the Program Fees for the Products that you order and all applicable taxes and shipping costs listed on the check-out page. Program Fees will be payable monthly in advance, commencing on the date you receive the Products (or, if you qualify for a free trial and elect to retain the Product beyond the end of the Free Trial Period, we will charge you the Program Fee on the day immediately following the end of the Free Trial Period). You agree to provide current, complete, and accurate delivery and payment information for all orders made through the Site. You agree to promptly update your payment and other information in the manner provided on the Site in the event of any change in the information that you submit, including your credit card number and expiration date, so that we can process your payments and contact you as needed in connection with your transactions. If you fail to return a Product by the end of the applicable Use Period, we will, at our option, (i) continue to charge you monthly Program Fees until you return the Product or (ii) charge you the full, replacement cost for the Product.
 - b. You hereby authorize us to (i) withhold, deduct from, or offset the amounts owing by you under this Agreement against any amounts to be paid by us to you under your Provider Agreement or any other agreement between you and us and/or (ii) deduct such amounts from your designated account as permitted in the Provider Agreement or any other agreement between you and us. At our option, we may also charge your designated credit card for all amounts owing under this Agreement or, if we are unable to successfully process a charge, to charge any other payment method you have on file with us, and you hereby authorize all such charges. You authorize and direct us to retain your payment information to facilitate such payments. You further authorize us to initiate transactions for credits, returns, reversals, adjustments, corrections and errors. The authorization to charge your credit card will remain in full force and effect until we receive written notification from you of its termination in such time and in such manner as to afford us and the issuer of the card a reasonable opportunity to act on it. If you revoke this authorization you must immediately provide another valid credit card for the remaining payments.
 - c. We may give you the option to have the Bank sponsor your Product use (each such Product, a “**Sponsored Product**”) in exchange for certain commitments relating to the use of the Sponsored Products and the promotion of Bank’s financing offerings to patients. If you are entitled to any sponsorship in connection with your use, we may deduct the sponsored amount from the monthly Program Fees at the time the fees are paid or we may issue a credit to you as part of the

settlement process described in Company's Provider Agreement, in our sole discretion. The sponsored amount may become due and payable in certain circumstances, as further described in Section 12.

d. The Site may allow you to select an option for a free trial for one or more Products. If you qualify for a free trial and specify on the check-out page that you intend to participate in the free trial, you will be entitled to use the applicable Product(s), without charge, for a trial period of [six (6) months]¹ (the "Free Trial Period"), subject to the terms and conditions of this Agreement. You may return the applicable Product(s) to the address that we designate at any time during the Free Trial Period. If we have not received the applicable Product(s) by the end of the Free Trial Period, we will begin charging (and you must pay) Program Fees for your use of the Products after the Free Trial Period and your three (3) year Use Period will begin on the date immediately following the end of the Free Trial Period.

4. Shipment and Risk of Loss; Confirmation of Receipt and Commencement of Use. We will package and ship Products to the address in the United States that you specify on the check-out page on the Site. Risk of loss or damage to the Products will pass from us to you upon delivery to the address you specify at the time of your order. You will not reject the delivery of any Products that you have ordered through the Site. At our request, you will provide a certificate of receipt or other certificate confirming your receipt and commencement of use of the Products.

5. Returns. You may return the applicable Product(s) to the address that we designate at any time during the Use Period. You will be charged the full, monthly Program Fee for any partial months prior to our receipt of the applicable Product(s). If returned Products are in good, working condition, ordinary wear and tear excepted, you will not be charged any usage fees for additional months. If returned Products are not in good, working condition, we may charge you an amount equal to (i) the cost associated with returning the Product to good, working condition or (ii) if the Product cannot be returned to good, working condition, the replacement cost for the returned unit.

6. Limited Warranty; Disclaimer of All Other Warranties. Products are provided subject to the standard manufacturer's warranty only. If a copy of the standard manufacturer's warranty is not included with the Product at the time of delivery, we will make a copy available to you upon request. WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PRODUCT AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR UNINTERRUPTED USE, OR ANY WARRANTY THAT MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR TRADE USAGE.

7. Product Repairs. Without limiting Section 6 above, we will facilitate Product repairs as described on the Site. Unless the repair is necessitated by your (or any of your patients') misuse or abuse of the Product or your failure to use the Product in accordance with the Product documentation, we will provide one (1) repair without charge. You are responsible for and will pay all costs and expenses associated with other repairs. You are also responsible for the costs associated with shipping the Product to the applicable repair location and any shipping charges for delivering the Product back to your designated address. Please visit www.carecredit.com/direct for additional information.

8. Treatment of Products. You will: (a) not allow any lien, claim or encumbrance to be placed on or to cover any Product at any time, (b) not claim any ownership of the Products or identify any Products as assets of the Company on your balance sheets or otherwise, (c) keep the Products in good, working condition and in the same cosmetic condition as when the Products were first delivered (ordinary wear and tear excepted), (d) use the Products at all times in accordance with this Agreement and the Product documentation, (e) keep the Products at your business premises at all times, and (f) give us reasonable access to the Products at our request to confirm your compliance with this Agreement. If you breach this Section or any other Section in the Agreement, or fail to make any payment by the date when due, we may, without limiting any other remedy we might have, terminate the Use Period for the affected Products and either re-possess the Products at your premises or require you to deliver the Products to the address we specify.

9. Technical Requirements and Deployment Responsibilities. You will be responsible for the final assembly of and installation of all Products provided to you or purchased by you. This includes, but is not limited by, connections to existing wireless (WiFi) networks, adequate proximity of power outlets to installed Product, technical modifications to existing network infrastructures or firewall rules to accommodate the Product, or deployment of additional WiFi devices for the proper operation of the Product within your office or facility. To deploy the Products on your existing WiFi network, at minimum you will need the name of your Service Set Identifier (SSID) and WiFi access password. Basic troubleshooting assistance is available to you via phone at (877) 229-2713. Although basic troubleshooting technical support is available as a program participant, you may be required to

¹ Customize number of months to particular offer (e.g. 6 months, 12 months, etc.)

obtain technical assistance from outside sources that are not associated with this program. Such services must be secured by you and may be subject to additional fees which you will be responsible for and will not be reimbursed by us.

- 10. End User License Agreements; Other Restrictions.** Your use of any software installed on the Products will be governed by the applicable end user license agreement. You will not uninstall, modify, decompile, or reverse engineer any software that was installed on the Product prior to delivery to you. You may not, in whole or in part avoid, circumvent, or disable any security device, procedure, protocol or mechanism of the Product. You will use the Product at all times in accordance with the Product documentation and all applicable end user license agreements. If you use any Product to access any website maintained by us or any of our affiliates, your use of the website will be governed by the applicable terms of use and privacy policy applicable to such site. Nothing in this Agreement gives you the right or license to use any of our trademarks used in connection with Product, including without limitation "Synchrony Financial," "CareCredit" and/or any marks of Bank's providers and suppliers. The owners and/or licensors of the software are intended third party beneficiaries of the provisions set forth in this Section 10 and may directly enforce these provisions against you.
- 11. Limitations on Sponsored Product Use.** Anything in this Agreement to the contrary notwithstanding, you will not use any Sponsored Product to promote the availability of credit through any third-party financing provider, install any software, shortcut or link on any Sponsored Product to facilitate patient credit applications with any third party financing provider or direct any patient to apply for credit with a third party financing provider through a Sponsored Product. We may install software on Sponsored Products that allows us to validate your compliance with this Section. By accepting delivery of a Sponsored Product you are agreeing to our collection of monitoring information. Our privacy policy, currently available at <https://www.synchronyfinancial.com/privacy-policy.html>, will govern our use of this information.
- 12. Additional Obligations for Sponsored Products.** If you use a Sponsored Product, then as a condition of maintaining our sponsorship, you must comply with all of the following additional obligations: (a) you must present Bank as your "first look" provider for consumer credit (i.e., that all patients seeking credit to purchase your products and services shall first be offered the chance to apply for credit from Bank); (b) all of your patient's applications for financings with Bank must be submitted via the Bank's website using the shortcut on the Sponsored Product; and (c) you must comply with the terms of this Agreement at all times. IF YOU FAIL TO COMPLY WITH SECTION 11 OR THE ADDITIONAL OBLIGATIONS IN THIS SECTION 12, WE RESERVE THE RIGHT TO REQUIRE YOU TO PAY US THE FULL AMOUNT OF ANY SPONSORED AMOUNT THAT WE HAVE PROVIDED, PLUS APPLICABLE TAXES, AND TO CHARGE THE FULL USAGE FEES THAT WOULD HAVE BEEN CHARGED ABSENT THE SPONSORSHIP FOR THE REMAINING INSTALLMENTS (WITH APPLICABLE TAXES).
- 13. Export Law Compliance.** The Products may be subject to customs and exports control laws and regulations. You must comply with all applicable U.S. export and import laws, rules, regulations, and requirements, including U.S. Department of State International Traffic In Arms Regulations (ITAR).
- 14. LIMITATIONS ON LIABILITY.** WE WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND IN RELATION TO THIS AGREEMENT AND/OR THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, FORESEEABLE OR NOT, REGARDLESS OF THE THEORY OF LIABILITY. OUR TOTAL, AGGREGATE LIABILITY TO YOU IN CONNECTION WITH ANY AND ALL CLAIMS UNDER OR RELATING TO THIS AGREEMENT AND/OR THE PRODUCTS, WHETHER IN CONTRACT, TORT, INDEMNITY, WARRANTY OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, THE TOTAL PROGRAM FEES PAID OR PAYABLE BY YOU TO US DURING THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.
- 15. Miscellaneous.** This Agreement and all rights and obligations hereunder, including, but not limited to, matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of Utah. EACH OF US WAIVES ANY RIGHT TO REQUEST A TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING IN ANY COURT OF LAW, TRIBUNAL, OR OTHER LEGAL PROCEEDING ARISING OUT OF OR INVOLVING THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY. We may institute an action for possession or recovery of Products in, and you submit to jurisdiction of, the state and federal courts of any state in which the Products are located. For all other disputes arising from or related to this Agreement, you agree to submit to the jurisdiction of the state and federal courts located in Salt Lake County, Utah. You waive any defenses to the laying of venue in such jurisdictions, including any defenses based on lack of jurisdiction or forum nonconveniens. We may assign, encumber, transfer or otherwise dispose our rights in or to the Products or our rights and obligations under this Agreement, in whole or in part, at any time without notice to you. You may not assign this Agreement or transfer any rights under it. This Agreement may be modified only by written agreement signed by the parties. Only written waivers are effective. This Agreement is the entire agreement between the parties regarding the Product(s) and supersedes any other agreements, discussions or communications, whether oral or written, regarding the subject matter hereof.

