# PNC SmartAccess® Card Terms and Conditions

Effective August 18, 2013

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PNC SmartAccess Card Terms and Conditions
This Agreement governs the issuance and use of your Card. By obtaining or using a Card, you agree to the terms and conditions set forth in this Agreement, which is subject to amendment from time to time in accordance with applicable law. Further, you agree that this Agreement is binding on your successors, representatives and assigns.

Definitions

“Agreement” means these PNC SmartAccess Card Terms and Conditions.

“Atm” means an automated teller machine.

“Business Days” are Monday through Friday, excluding federal holidays.

“Card” and “PNC SmartAccess Card” means the PNC SmartAccess Card issued to you at one of our branches or call center.

“Foreign Transactions” are transactions completed outside of the United States using your Card.

“PIN” means a four (4) digit personal identification number that you select after activating your Card. A PIN is needed in order to use many of the features of the Card.

“POS” means a point-of-sale terminal used to make purchases of goods and services with your Card.

“Primary Cardholder” refers to the person in whose name the initial Card is issued.

“Secondary Cardholder” refers to the person in whose name a Card is issued at the request of the Primary Cardholder and which is linked to the Primary Cardholder’s Card.

“Third Party Payor” means the person or entity which owes you payment (for example, your employer owing you wages, or the government owing you government benefits).

“We,” “us” and “our” refer to PNC Bank, a national banking association.

“You” and “your” refer to the person or persons in whose name a Card is issued.

1. Your PNC SmartAccess Card

A. Using Your Card

The Card is and will remain our property. However, you will be solely and completely responsible for the possession, use and control of the Card. You must surrender the Card to us immediately upon request.

You may use your Card to:
- Pay for purchases or services at places that have agreed to accept the Card;
- Obtain cash from ATMs;
- Obtain cash at a bank, financial institution or merchant which accepts Visa cards and provides this service;
- Authorize others to originate automatic debits to your Card (for example – to pay recurring bills);
- Authorize others to originate recurring deposits, such as payroll and social security payments, to your Card;
- Enable a one-time direct deposit of funds to your Card (for example – tax refunds);
• Perform Visa Money Transfers.

Some of these services may not be available from us at all times or at all terminals at all times.

You may not use your Card for Internet lottery, betting or gambling transactions, or for any illegal transactions. You also may not use your Card to purchase securities.

If you overdraw the balance on your Card, you are responsible for that amount and must repay it to us.

B. Limitations on Transfers

All transfers are limited to the amount of money available on your Card.

Certain limits exist on the amount which may be withdrawn from ATMs or charged to your Card for purchases each day. The amount of these limits will be disclosed to you in writing when you receive your Card. You may call us at 866-304-2818 if you need any additional information about your limits. During any interruption of an electronic funds transfer service, the dollar amount and frequency may be reduced. There may be additional limitations on the types, frequency, timing and amount of electronic transactions, without notice, for security purposes.

Please note that if you use your Card at an ATM or terminal that is not owned by us, operators of those ATMs or terminals may also impose limitations on the amount, number, or frequency of transactions you may make with your Card.

C. FDIC Insurance

The balance on your Card is insured by the Federal Deposit Insurance Corporation (FDIC) to the maximum amount permitted by law.

D. Ownership of Funds

THE PRIMARY CARDHOLDER IS THE SOLE OWNER OF ANY AND ALL FUNDS DEPOSITED ONTO THE CARD.

If ownership of the funds on the Card or the right to use the Card becomes in dispute for any reason, we, in our sole discretion, may refuse to authorize transactions or terminate the Card.

E. Negative Balances

When there are sufficient funds available on your Card, we will honor transactions initiated or authorized by you. We may dishonor a transaction when your Card has insufficient funds available. We reserve the right to charge your Card for all transactions you initiate or authorize, even though a negative balance may be created, although we have no obligation to do so. You will be liable for and must immediately correct any negative balance on your Card.

F. Special Purchases

Certain types of merchants, such as restaurants, gas stations, car rental agencies, hotels, cruise lines, beauty and barber shops, health and beauty spas, and taxis/limousines generally obtain an authorization to charge your Card for an amount which may exceed the actual amount of your final purchase.

If the amount of the authorization exceeds the funds remaining on your Card, your transaction may not be honored, even though the funds remaining on your Card are sufficient to cover the actual amount of your purchase. The amount of the authorization will be deducted from your available balance until the completion of the purchase or transaction, or the expiration of the time period set by us for authorizations.
G. Foreign Transactions

All debits to your Card will be posted in U.S. dollars. Card transactions made in a foreign currency are converted to U.S. dollar amounts by Visa, using the then current currency conversion procedure and rate. Currently, the currency conversion rate is either a wholesale market rate or a government-mandated rate in effect the day before the transaction processing date or the periodic statement posting date.

For each Foreign Transaction, you will be charged a Foreign Transaction fee equal to three percent (3%) of the transaction amount. This Foreign Transaction fee will be included in the amount charged to your Card. The fee will be charged whether or not there is a currency conversion in connection with the Foreign Transaction.

H. Additional Cards

You will not permit another person to have access to your Card or Card related numbers. The Primary Cardholder may request a Card for another person, with a maximum of two (2) such additional Cards per Primary Cardholder, subject to our requirements and prior approval.

If approved, we will provide the Secondary Cardholder with a separate Card linked to the Primary Cardholder’s Card. Any value added to either Card may be accessed by both the Primary Cardholder and any Secondary Cardholder whose Card is linked to the Primary Cardholder’s Card. Secondary Cardholders may use the Card as provided in this Agreement.

The Primary Cardholder agrees that we may process all transactions by any Secondary Cardholder without further inquiry and may deduct all such amounts from the Cards, including any fees. Transactions by Secondary Cardholders will be combined with the Primary Cardholder for purposes of the overall Card transaction limits. The Primary Cardholder may cancel a Secondary Cardholder’s Card by calling us at 866-304-2818 or notifying us in writing at PNC Bank c/o Visa Inc., USCS P.O. Box 026098, Miami, FL 33102-6098. The Primary Cardholder agrees to destroy the Secondary Cardholder’s canceled Card.

The Card will be charged for all transactions by the Secondary Cardholder until we have had a reasonable period of time to respond to the cancellation request, even if the transactions do not appear on the Card until a later time.

I. Expiration; Refund

Unless otherwise cancelled in accordance with the terms of this Agreement, your Card is valid until the expiration date which appears on your Card.

Unless it appears that no funds have been loaded onto your Card or that your Card has not been used within six (6) months prior to the expiration date on your Card, a new Card will be issued to you with a new expiration date.

If your Card is not renewed or if at any time you want to cancel your Card, and any funds remain on your Card, write to us at PNC Bank c/o Visa Inc., USCS P.O. Box 026098, Miami, FL 33102-6098 for a refund of the remaining funds, less applicable fees and any charges owed to us and any outstanding transactions. The refund will be sent to you at your address on our Card records.

J. Cancellation; Termination

We may cancel your Card or terminate electronic access to your Card with or without cause and without prior notice to you. You shall remain responsible for authorized charges that arise before or after termination.

If there are no transactions on your Card for twelve (12) consecutive months, we reserve the right to cancel your Card and mail you a check for the balance. The check will be mailed to the address on our Card records.
2. Fees

You agree to pay the fees and charges disclosed on our Schedule of Fees. Our current Schedule of Fees will be provided to you with your Card and is also available online at pnc.com/smartaccess.

We may modify these fees or add additional fees as permitted by applicable law. All fees and penalties (where applicable) will be automatically assessed against your Card, and you will be responsible for any deficiency. You understand and agree that PNC Bank is a national bank and state law limitations on the amount or frequency of fees on your Card may not apply to a national bank.

3. Loading Your Card

A $25.00 opening deposit is required in order to obtain a Card. However, an opening deposit is not required for any Cards issued to Secondary Cardholders.

You can deposit (reload) additional funds to your Card by:

- Direct deposit from your employer or a third-party payor;
- Transferring funds via PNC Online Banking from any eligible PNC Bank checking or savings account (Primary Cardholders only);
- Depositing cash at any PNC branch (Primary Cardholders only); and
- Using any Visa ReadyLink participating merchant or Visa ReadyLink ATM location in accordance with the instructions provided with your Card.

A. Direct Deposit

Your Card may be used to receive one time or recurring direct deposits of payments, such as government benefits, tax refunds, or wages. If you have arranged for recurring direct deposits to your Card at least once every 60 days from the same person or company, you can call us at 866-304-2818, access your Card transactions online at pnc.com/smartaccess or by using the PNC SmartAccess Mobile Services application, or sign up for e-mail and/or text alerts to find out if the deposit has been made.

The Third Party Payor is responsible for instructing us to load the amount of funds onto your Card. We will load funds onto your Card as directed by the Third Party Payor and when funds are provided to us. We are not responsible for any delay in loading funds or failure to load funds to your Card caused by the Third Party Payor. Once the funds are loaded onto your Card you may use your Card for the type of transactions described in this Agreement.

The Third Party Payor retains the right to deduct funds from your Card in order to correct a previous error or overpayment to you or for other reasons. You hereby authorize us to accept instructions from the Third Party Payor to add or deduct funds from your Card and in the case of a deduction to return those funds to the Third Party Payor. If you have a dispute with the Third Party Payor about the amount loaded onto or deducted from your Card, you agree that we will not be involved in that dispute and that you will resolve that dispute directly and solely with the Third Party Payor.

B. Transfer Funds using PNC Online Banking

If you are a Primary Cardholder, you can deposit or reload funds to your Card by transferring funds from your eligible PNC Bank checking or savings account using PNC Online Banking. For details on funds transfers, please refer to your PNC Online Banking Service Agreement.
C. Availability of Deposits

Funds deposited to or reloaded onto your Card are made available for withdrawal or payment to a third party in accordance with the PNC SmartAccess Card Funds Availability Policy which will be provided to you prior to the time you receive your Card and is available at pnc.com/smartaccess. If you have any further questions about the PNC SmartAccess Card Funds Availability Policy, please contact your local branch or call our toll-free customer service line at 1-888-PNC-BANK (1-888-762-2265).

D. Reload Restrictions

The maximum daily reload limit is $5,000 and the maximum reload limit in any thirty (30) day period is $10,000. The maximum amount of value that can reside on the Card at any time is $10,000. We may, in our sole discretion, permit you to maintain a higher balance limit or to have a higher daily load limit if you elect to have funds directly deposited to your Card by your employer or other payor. We may increase or decrease these limits from time to time in our sole discretion.

We reserve the right to accept or reject any request to reload value to your Card at our sole discretion.

All deposits accepted by us are subject to verification. You should retain your copy of the receipt and/or any other document which evidences your deposit. If you claim that a deposit was not properly credited to your Card, we may ask you to show us your receipt. We will not be responsible for any deposit which we do not receive, and our records will be conclusive proof of receipt or non-receipt of a deposit. We reserve the right to make adjustments to your Card balance for computational or other errors.

If we must pay any fees to collect your deposit, including attorneys’ fees that we may incur, we will charge them to your Card and we may impose a service charge for the collection. All deposits, load credits and transfers to your Card are subject to review for compliance with applicable law, including without limitation to Office of Foreign Asset Control (OFAC) compliance. This may result in delays in posting items to your Card or refusal to accept deposits or perform transfers. We will have no obligation to provide you with notice of any non-payment, dishonor or protest regarding any items credited or debited to your Card.

4. In Case of Errors or Questions About Your Transactions

Call us at 866-304-2818 or write to us at PNC Bank c/o Visa Inc., USCS P.O. Box 026098, Miami, Florida 33102-6098 as soon as you can, if you think an error has occurred on your Card. We must allow you to report an error until one hundred twenty (120) days after the transaction allegedly in error was debited or credited to your Card. You may request a written history of your transactions at any time by calling us at 866-304-2818 or writing us at PNC Bank c/o Visa Inc., USCS P.O. Box 026098, Miami, Florida 33102-6098.

If you allege an error, you will need to provide us with the following information:

- You name and Card number.
- Description of the error or transfer you are unsure about and an explanation as clearly as you can why you believe it is an error or why you need more information.
- Dollar amount of the suspected error.
- Approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days.

We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate.
your complaint or question. If we decide to do this, we will provisionally credit your Card within ten (10) Business Days for the amount you think is in error, so that you will have the funds during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your Card, or we may reverse any provisional credit we have made.

For errors involving new Cards, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) calendar days to investigate your complaint or question. For new Cards, we may take up to twenty (20) Business Days to provisionally credit your Card for the amount you think is in error.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation and reverse any provisional credit that we may have extended to you during our investigation within five (5) Business Days of sending you such written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution procedures, call us at 866-304-2818 or visit us on the web at pnc.com/smartaccess.

5. Lost or Stolen Card

Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe an electronic transaction has been, or will be, made without your permission. Calling us is the best way of keeping your possible losses to a minimum.

If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer funds from your Card without your permission, call us at 866-304-2818 or write to us at PNC Bank c/o Visa Inc., USCS P.O. Box 026098, Miami, FL 33102-6098.

Tell us at once if your transaction history (provided to you online or through the mail) indicates a transaction that you did not make. You will not be liable for any unauthorized use of your Card if you notify us of the loss, theft or unauthorized use of your Card within one hundred twenty (120) calendar days from the time the transaction is debited or credited to your Card. If you do not notify us within one hundred twenty (120) calendar days you may not get any money back you lost after one hundred twenty (120) calendar days if we can prove that we could have stopped someone from making those transactions had you told us in time.

6. Stop Payments

You understand and agree that you only have the right to stop payment on recurring preauthorized payments/transfers (and not on any other types of transactions) made with your Card.

If you have authorized recurring payments/transfers from your Card at least once every sixty (60) days, you can stop those payments. In order to stop those payments, we must receive your request at least three (3) Business Days before the payment is scheduled to be made. You will need to provide the following to us:

- Your name;
- Card number;
- Name of the person or company to whom the payment is scheduled to be made; and
- Amount of the payment you wish to stop.

You will need to either call us at 866-304-2818 or write to us at PNC Bank c/o Visa Inc., USCS P.O. Box 026098, Miami, FL 33102-6098. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call.

If the recurring payments/transfers from your Card will vary in amount, the person you are going to pay will tell you ten (10) days before each payment how much the payment will be and when it will be made. Or, you may tell
the person you are going to pay to send you a notice only when the amount would fall out of the limits you have set.

If you order us to stop payment of a recurring payment/transfer at least three (3) Business Days or more before it is scheduled to occur, and we do not do so, we will be liable for your losses or damages.

7. Receipts and Statements

You will receive or have the option to receive a receipt at the time you enter into any transaction at one of our branches or when using an ATM or POS terminal. Receipts may not be provided for Foreign Transactions. Card transactions will also be reflected on your transaction history provided online or through the mail.

You may obtain confirmation that a recurring electronic payment (such as wages or government benefits) has been made to your Card at pnc.com/smartaccess, by using the PNC SmartAccess Mobile Services application, by signing up to receive email and/or text alerts, or by calling 866-304-2818.

You may obtain information about your Card balance by using the PNC SmartAccess Mobile Services application or by calling 866-304-2818. You may also obtain your Card balance, a two (2) year history of Card transactions, and monthly statements for the last 12 months online at pnc.com/smartaccess.

You also have the right to request a 60 day written history of your Card transactions by calling 866-304-2818 or by writing us at PNC Bank c/o Visa Inc., USCS P.O. Box 026098, Miami, FL 33102-6098.

If you request that we routinely provide you with monthly paper statements, and we agree to provide you with them, there will be a monthly fee for this service. The amount of the fee will be disclosed on the Schedule of Fees accompanying your Card and is also available online.

8. Failure to Make Transfers

If we do not complete a transfer to or from your Card on time or in the correct amount in accordance with the terms of this Agreement, we will be liable for your direct losses and damages. However, we will not be liable:

- If, through no fault of ours, you do not have enough money on your Card to make the transfer.
- If the ATM where you are conducting the transaction does not have enough cash.
- If the ATM, terminal or system was not working properly and you knew about the problem when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If we have reason to suspect that the transaction is unauthorized, or we have placed restrictions on the use of the Card for security reasons.
- If the funds on your Card are frozen (for example, because of a court order) and we are not legally permitted to complete the transaction.
- If you have failed to use your Card, the ATM or other electronic device in accordance with our instructions.

There may be other instances, either stated in this Agreement or other applicable account or electronic transfer service agreements we have with you, in which we will not be liable for our failure to complete a transfer to or from your Card on time or in the correct amount.
9. Disclosure of Card Information

We may disclose information to our affiliates or to third parties about your Card or any transaction on your Card in the following circumstances:

- Where it is necessary for completing transactions or to resolve disputes arising from Card transactions;
- In order to verify the existence and condition of your Card for a third party, such as a credit bureau or merchant;
- In accordance with your written instructions;
- In order to comply with applicable law, court orders or subpoenas;
- To protect or enforce our legal rights; or
- If we otherwise deem appropriate, to the extent permitted by law.

10. Duties and Liabilities

You agree to regularly review your Card balance and transaction history to discover any unauthorized transactions or errors, and you agree to notify us of any errors as soon as possible, but in no event later than one hundred twenty (120) days from the date the transaction you are questioning is debited or credited to your Card.

You may access your Card balance and transaction history:

- Online at pnc.com/smartaccess;
- By calling 866-304-2818; or
- By reviewing paper statements which you may request to be mailed to you pursuant to the terms of this Agreement.

11. Alerts and PNC SmartAccess Mobile Services

You may sign up to receive and manage text and/or email alerts online at pnc.com/smartaccess. Text and/or email alerts are provided for your convenience and are not intended to replace the transaction history for your Card.

You may manage your Card from any eligible mobile device by registering for PNC SmartAccess Mobile Services. Please see the PNC SmartAccess Mobile Service terms and conditions for details.

12. Other Legal Terms

A. Governing Law

This Agreement will be governed by federal law and where not in conflict with federal law, the laws of the State of Delaware, without regard to conflict of law principles.

B. Right of Offset

We have the right to offset against your Card for any indebtedness owed by you to us, whether individually or jointly owed. We may offset against your Card either before or after your death and without demand or notice to you. We will not be liable for any dishonor of a transaction that results.

C. Notices

Notices from you to us will be effective upon our receipt and reasonable time to process. Notices to you from us will be effective upon mailing to the last known address shown by our records or as otherwise provided in this Agreement. You agree to keep and maintain your address on file with us current.
D. **Waiver**

Failure by us to exercise any of our rights under this Agreement shall not be deemed a waiver of any of our rights.

E. **Non-Transferable**

Any rights you have in your Card are not transferable except in accordance with applicable law.

F. **Severability**

In the event that one or more provisions of this Agreement shall for any reason be held invalid or illegal, such holding will not affect the enforceability of any other provision.

G. **Force Majeure**

We will have no liability for any delays or failure of performance caused in whole or in part by fire, labor disputes, power failures, acts or omissions of civil authorities, civil disturbances, computer malfunction, or any causes beyond our control.

H. **Limitation of Liability**

You agree that in performing the duties imposed under this Agreement in no event will we be liable for any consequential, indirect or special damages.

I. **Cell Phones**

If, at any time, you provide us with your cell phone number as a contact number, you agree that we or our affiliates may use that number to service this Card or any of your accounts, using an automated dialer or leaving a pre-recorded message.

J. **Credit Bureau Reporting Notice**

You are hereby notified that a negative credit report reflecting on your credit report may be submitted to a consumer (credit) reporting agency, such as ChexSystems, if you fail to fulfill the terms of your obligations under this Agreement. If you believe that we have information about you that is inaccurate or that we have reported or may report to a credit reporting agency information about you that is inaccurate, please notify us of the specific information that you believe is inaccurate by writing to CONSUMER LOAN CENTER, P.O. BOX 3180, PITTSBURGH, PA 15230-3180.