

to the transaction. Because of the special charges and possible differences in exchange rates between the time we settle and the time you initiated the transaction, the total charge for a transaction made in a foreign currency may be greater than the cash advance or purchase at the time it was made.

14. SECURITY INTEREST. This Agreement does not give us a security interest in any of your property. We have no security interest for the Account even though other agreements we have with you may say that we do.

15. REMOVING AUTHORIZED USER. If you let someone else use your Account and you want to stop letting that person use your Account, you must destroy all Cards and Checks that are in that person's name or in that person's possession. If you are unable to obtain that person's Cards or Checks, you may request in writing that we close your Account and you may apply for a new Account. We may charge you for any costs we incur in this process.

16. LOST OR STOLEN CARD OR CHECKS. If a Card or Check is lost or stolen, you must tell us at once. You must also tell us at once if you think someone used a Card or Check without your permission. You may either write us a letter or call us at the address and phone number shown on your Statement. Until you do, you may have to pay up to \$50 for the purchases and/or cash advances made by anyone who used the Card without your permission. You may also be liable for unauthorized use of Checks.

17. WE HAVE THE RIGHT TO SUSPEND OR CANCEL YOUR ACCOUNT. We may suspend your use of the Account, including your use of your Card or Checks at any time for any reason, subject to any restrictions under applicable law. We may also cancel your Account at any time for any reason, subject to any restrictions under applicable law. We may also cancel the Visa or MasterCard credit card programs at any time for any reason. You must return all Cards and Checks to us if we ask. This includes all Cards and Checks you gave to others. You can not use a Card or Check after we cancel your Account.

18. DEFAULT. If (a) you become insolvent or bankrupt; (b) are declared legally incapacitated or die; (c) you exceed your Cash Advance Limit; (d) you fail to make any payment due on your Account by the due date; (e) you default on any obligation of yours to us; (f) we in good faith believe you will not be able to meet the repayment requirements due to an adverse change in your financial circumstances; (g) we have any reason to believe that the Account is in danger of, or is being used for, fraud or improper purposes; (h) (except where prohibited by law) you are married and reside in a community property state and we receive a written notice from you or your spouse that he or she is no longer liable on the Account; (i) your Account becomes inactive; (j) you have made false statements affecting the Account application or maintenance of your Account or (k) (except where prohibited by law) this is a

joint Account and one of you notifies us that he or she wants the Account closed or will no longer be liable on the Account, then you will be in default, subject to any restrictions under applicable law. If you are in default, we may immediately suspend your use of the Account and you must immediately pay in full all amounts due on your Account, subject to any restrictions under applicable law. If you do not pay the amount you owe under this Agreement, you will be liable for our collection costs including our reasonable attorney fees and expenses of legal actions, to the extent permitted by applicable law.

19. NO WAIVER OF RIGHTS. We will not lose any of our rights under this Agreement if we delay taking action for any reason. We may take other actions not listed in this Agreement. If we take any other action, we will not lose our rights under this Agreement. We may accept late payments or partial payments without losing any of our rights. **If your payment is marked with the words "Paid in Full" or similar language, you must send your payment to the Customer Service address listed on your Statement.** If your payment is made to any other address, we may accept the payment without losing any of our rights.

20. LAW THAT APPLIES TO THIS AGREEMENT. The provisions of this Agreement will be governed by (i) federal laws and regulations and (ii) the laws of Delaware to the extent Delaware laws are not preempted by federal laws or regulations and without regard to conflict of law principles. If a court decides not to enforce a part of this Agreement, this Agreement will then read as if the unenforceable or invalid part were not there. For Maryland residents, only to the extent federal law and the laws of the State of Delaware do not apply, this Agreement is governed by Title 12, Subtitle 9 of the Maryland Commercial Law Article.

21. WE MAY TRANSFER YOUR ACCOUNT. We may transfer your Account and our rights under this Agreement to another person or company. That person or company will take our place in this Agreement. You must pay them the amount you owe on your Account (instead of paying us) if they ask you. You may not transfer your Account or your rights under this Agreement to any person or company.

22. NEW INFORMATION. You must tell us at once if you change your name, address, or employment.

23. BILLING ERRORS. Please see the important information regarding your rights to dispute billing errors ("In Case of Errors or Inquiries About Your Bill") printed with this Agreement.

24. PRIVACY PRINCIPLES AND DISCLOSURE OF ACCOUNT INFORMATION. You will receive a copy of our Privacy Principles when you open your Account (included with this Agreement) and at least once annually while you remain our customer. We also keep copies of our Privacy

Principles in financial institution offices and post it on our website. These Privacy Principles explain what personal information we collect, why we collect it, how we protect personal information, and how and why in certain cases we may share such information among affiliated companies and with select other parties. We also tell you how to exercise certain personal information sharing choices. We may amend our Privacy Principles from time to time. We may provide your personal data to Visa U.S.A., MasterCard, their members, or their respective contractors for the purpose of providing Emergency Cash or Emergency Card Replacement Services, and you consent to the release of that information.

25. OVERDRAFT PROTECTION. "Overdraft Protection" allows us to transfer funds from your Account and prevent overdrafts on a registered PNC Bank, National Association checking account. If you enroll, or have enrolled, in Overdraft Protection, the following terms apply to your Account. When you enroll in Overdraft Protection, it will take up to twelve (12) days for the Overdraft Protection to be activated. You authorize us to make Overdraft Protection advances ("Overdraft Protection Advances") from your Account as provided in this Agreement and any separate Overdraft Protection terms and conditions that were provided to you that apply to your checking account if a checking account that you registered when enrolling in Overdraft Protection becomes overdrawn. Any Overdraft Protection Advance will be processed and will post as a cash advance to your Account. You will be charged a cash advance fee for each Overdraft Protection Advance. In addition to any cash advance fee and finance charges that are assessed to your Account for an Overdraft Protection Advance, separate fees may be assessed to your designated checking account(s) for accessing Overdraft Protection (see the fee schedule for your checking account(s) for specific fee information). We may cancel Overdraft Protection privileges under the Account even if the Account remains open for other transactions. Overdraft Protection privileges will be automatically cancelled if the Account is closed by either you or us at any time. Overdraft Protection may be suspended if your Account is in default as defined in this Agreement. If your right to use the Account has been cancelled or suspended, or if you are in default under the terms of this Agreement, and we refuse to make an Overdraft Protection Advance, we may, in our sole discretion, (i) not pay any checks, items or entries that would cause an overdraft with respect to the applicable checking account or (ii) pay any checks, items or entries and permit an overdraft with respect to the applicable checking account. In either case, certain checking account fees may apply (see the fee schedule for your checking account(s) for specific fee information).

An Overdraft Protection Advance will be made only once per day for each designated checking account. Overdraft

Protection Advances to your checking account from the Account are processed after the close of business Monday through Friday. Overdraft Protection Advances will be made for a minimum amount as detailed in the Overdraft Protection terms and conditions that were provided to you that apply to your checking account; amounts over the minimum amount will be rounded up to the next whole dollar.

26. BALANCE TRANSFERS. We may permit you to transfer balances and obligations that you owe other companies or financial institutions ("Balance Transfers") to your Account subject to this Agreement and the terms and conditions of any special Balance Transfer offers we make to you. Your available Revolving Credit Limit will be reduced by the total amount of the Balance Transfer. Any Balance Transfer must be at least \$200; however, we may choose to process a Balance Transfer for less at our discretion. Balance Transfers will post to your Account and be separately reflected on your Statements as a Balance Transfer or, depending upon the offer, may post to your Account and be treated as a purchase, cash advance or some other kind of advance transaction. Unless otherwise specified in the offer, interest on Balance Transfer transactions will be at the rate for purchases; however, Balance Transfers are not eligible for the grace period. We will, in connection with any special Balance Transfer offer we make, provide you with materials that explain how the Balance Transfer will post to your Account and be reflected on your Statements. You may not request Balance Transfers of existing obligations you owe us or our affiliates. Balance Transfer requests to individuals for cash will not be processed. Recurring payments to the same companies or financial institutions will not be processed as a Balance Transfer. If you request a Balance Transfer that would cause your Account to exceed its Revolving Credit Limit, we may, at our option, (a) post the entire Balance Transfer requested to your Account; (b) post only a portion of the Balance Transfer requested to your Account; or (c) refuse to process any of the amount of the Balance Transfer requested. Recently disputed charges with other creditors should not be included in a Balance Transfer request. By transferring an amount in dispute, certain dispute rights you have may be forfeited. Allow approximately three weeks from Account opening for processing of your Balance Transfers. Balance Transfers will not automatically close the account from which the Balance Transfer was made. You must contact the other creditor to close that account. Balance Transfers do not earn points or rebates under reward programs. We may, in our sole discretion, deny any Balance Transfer request.

27. JURY TRIAL WAIVER. TO THE EXTENT PERMITTED BY LAW, YOU AND WE WAIVE ANY RIGHT TO ANY TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT. YOU AND WE

EACH REPRESENT THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

28. TELEPHONE CALLS; MONITORING. You agree that we have an established business relationship with you, and unless otherwise prohibited by law, we may contact you to offer you products and services that we believe may be of interest to you. Such contacts are not unsolicited, and we may contact you by telephone and with an automated dialing and announcing device or by fax at any telephone number you have given to us, including the telephone number on your application, or by email or other form of electronic communication and we may monitor telephone calls with you to assure quality service. In addition, by using the Account, you are confirming that at the time you submitted an application for the Account or accepted an offer from us for the Account, you expressly consented to receive calls to your cell phone, made by us and/or our affiliates and/or our or our affiliates' agents, using a prerecorded or other voice message or an automatic dialing system.

29. NOTICES. THE FOLLOWING NOTICES ARE GIVEN BY US ONLY TO THE EXTENT NOT INCONSISTENT WITH 12 U.S.C. SECTION 85 AND APPLICABLE FEDERAL REGULATIONS AND OPINIONS AND THE CHOICE OF LAW PROVISION SET FORTH HEREIN (WITH RESPECT TO WHICH WE EXPRESSLY RESERVE ALL RIGHTS).

NOTICE TO ALL BORROWERS
A negative credit report reflecting on your credit record may be submitted to a consumer (credit) reporting agency if you fail to fulfill the terms of your credit obligations. 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 us at the Customer Service address shown on your statement.

MISSOURI: Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

OHIO: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual request. The Ohio Civil Rights Commission administers compliance with this law.

TEXAS: THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

IN CASE OF ERRORS OR INQUIRIES ABOUT YOUR BILL

YOUR BILLING RIGHTS. KEEP THIS NOTICE FOR FUTURE USE.

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at P.O. Box 3249, Pittsburgh, PA 15230-3249 as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we

must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we can not try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we can not collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases

If you have a problem with the quality of the property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right: (a) you must have made the purchase in your home state or, if not within your home state within 100 miles of your current mailing address; and (b) the purchase price must have been more than \$50.

These limitations do not apply if we own or operate the Merchant, or if we mailed you the advertisement for the property or services.

PNC Bank Consumer Credit Card Agreement

JURY TRIAL WAIVER NOTICE

This credit card agreement includes a section called "Jury Trial Waiver," which is an agreement to waive any right to trial by jury in the event of litigation between you and PNC Bank. Please refer to Section 27 for details.



Retain this Agreement with your other important documents.

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