

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 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 terminate your Account.

18. DEFAULT. If you become insolvent or bankrupt, are declared legally incapacitated, die, exceed your Credit Limit or Cash Advance Limit, or if you fail to make any payment due on your Account by the due date, or if you default on any obligation of yours to us or if we in good faith believe you will not be able to meet the repayment requirements due to an adverse change in your financial circumstances, 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 we sue to collect money you owe us, we may charge you interest, whether prior to or after judgment by a court of competent jurisdiction, at the rate of 25% per annum upon the outstanding unpaid balance until such balances have been paid in full; and in addition, we may charge you for court costs, for in-house and outside attorney fees and for any other costs of collection including the cost of referring the Account to a collection agency to the extent that the state where you live permits the charging of such fees and costs.

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. **WE MAKE THE DECISION TO GRANT CREDIT AND ISSUE YOU A CREDIT CARD FROM OUR OFFICES IN OHIO. OHIO LAW WILL BE USED TO INTERPRET THIS AGREEMENT.** When federal law applies, federal law will be used instead of Ohio law. 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.

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. SHARING INFORMATION. **Except as otherwise prohibited by law, you agree and consent that we and our affiliates (collectively "National City") may provide to others information about our transactions and experiences with you. Also, we may share with our affiliates all information about you for the purposes, among other things, of evaluating credit applications or offering products and services that we believe**

**may be of interest to you. Under the Fair Credit Reporting Act there is certain credit information about you that cannot be shared with our affiliates (unless you are a business) if you tell us by writing to us at National City Corporation, Attention: Office of Consumer Privacy, P.O. Box 4068, Kalamazoo, MI 49009 including your name, address, Account number, and social security number.** 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. CREDIT REPORTING; INACCURATE INFORMATION. You authorize us to furnish information concerning your Account to consumer (credit) reporting agencies and others who may properly receive such information. You are hereby notified that 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.

26. TELEPHONE CALLS; MONITORING. You agree that if you are past due or in default, you will accept calls from us regarding the collection of your Account. You understand these calls could be automatically dialed and a recorded message may be played. You agree such calls will not be unsolicited calls for purposes of state and federal law. You also agree that, from time to time, we may monitor telephone conversations between you and us to assure the quality of our customer service.

27. MARYLAND RESIDENTS: We elect Subtitle 9, Credit Grantor Revolving Credit Provisions, of Title 12 of the Commercial Law Article of the Annotated Code of Maryland only to the extent not inconsistent with 12 U.S.C. §85 and related regulations and opinions, and we expressly reserve our rights thereunder.

28. MISSOURI RESIDENTS: Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a 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.

29. NEW JERSEY RESIDENTS: Where this Agreement refers to acts or practices that may or will be taken by us unless prohibited by, or unless required by, or subject to, or as permitted by the requirements or restrictions of "applicable law," New Jersey law permits or requires the act or practice.

30. OHIO RESIDENTS: 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 upon request. The Ohio civil rights commission administers compliance with this law.

## 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 2349, Kalamazoo, MI 49003-2349 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 cannot 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 cannot 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 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.

# National City® Consumer Credit Card Agreement

# National City®

Retain this Agreement with your other important documents. This Agreement may be the only one you receive during the lifecycle of your credit card account and needs to be retained for future reference.

1. DEFINITIONS. "We", "us", and "our" mean National City Bank and its successors and assignees. "You" and "your" mean each person who signs an application for a credit card account or accepts verbally or electronically an offer for a credit card account or uses the credit card account. "Account" means your VISA® or MasterCard® credit card account with us. "Card" or "Cards" means any credit card(s) we issue to you for your Account. "Check" or "Checks" means any convenience check(s) we issue to you for your Account. The "Index" is defined in Section 10.A. of this Agreement. Other terms are defined elsewhere in this Agreement.

2. AGREEMENT TO TERMS. We have opened the Account at your request. Your signature on an application or acceptance certificate, your acceptance verbally or electronically, your retention of the Card or Checks, and/or your use of the Account in any way means you agree to all the terms of this Agreement and you will be obligated by this Agreement unless you cancel the Account and return the Card and Checks before you use them. The disclosures provided at the time of application (including the accompanying federal and state notices), the Card, and the Card mailer and other information we send with the Card are part of and incorporated into this Agreement. This Agreement begins on the date that we make a final decision to open your Account or the first day that we extend credit to you on your Account, as evidenced by a balance transfer request, a signed sales slip, a memorandum, or otherwise.

3. CHANGES TO THIS AGREEMENT. You agree that we may change at any time any of the terms of this Agreement including but not limited to the fees, finance charges, default rates, whether the rates are fixed or variable, and annual percentage rates. When required by law we will notify you of the changes by sending a letter (or a copy of the changes) to you at your address shown on our records. The notice will tell you when and how the changes will take effect, and you agree that the changes will take effect on the date stated in the notice. The changes will always apply to all amounts you already owe us and to new purchases and cash advances.

4. USE OF ACCOUNT. You must sign the Card in order to use it. Your Card may be used for purchases of goods and services from a participating merchant for personal, family and household purchases only. You can get cash advances from us or from another participating financial institution, by using an automated teller machine (ATM), by issuing a Check against your Account, or through any other means we offer. Cash advances also include the use of your Account to purchase Cash Equivalent Items. "Cash Equivalent Items" means traveler's checks; money orders; wire transfers; lottery, betting and gambling purchases; and payments made to government entities. The Account may not be used for internet lottery, betting or gambling transactions or for any illegal transactions. We may refuse a request for a purchase or cash advance or return any Check unpaid if your right to use the Account has been revoked, if the transaction would cause you to exceed your applicable Credit Limit or Cash Advance Limit, or if you are in default on the Account. We are not responsible for refusal by anyone to honor the Card or Checks. Except as described in the "In Case of Errors or Inquiries About Your Bill" section of this Agreement, we have no liability for any claim you may have arising out of any purchases made with the Card.

5. CREDIT LIMIT. Your "Credit Limit" is the maximum amount of credit we have established for your Account. Your separate "Cash Advance Limit" is part of the total Credit Limit. We will tell you the amount of your Credit Limit and Cash Advance Limit. They will be printed on the Card mailer sent with your Card and on your Statement. You promise not to make purchases or obtain cash advances that would cause your Account to exceed the Credit Limit or Cash Advance Limit, as applicable. If you do, we can still charge you for all purchases and cash advances without giving up any of our rights under this Agreement. We may change your Credit Limit or Cash Advance Limit at any time and for any reason, including changes based on a review of the performance of your Account and/or periodic consumer credit reports we obtain from consumer reporting agencies.

6. PROMISE TO PAY. You promise to pay all amounts due on your Account. If your Account is a joint Account, you and your joint account holder promise to pay and are jointly and individually responsible for all amounts due on the Account. If you let someone else use the Account, you and any joint account holder are responsible for all charges made by that person, whether or not you have notified us that the person will be using your Account and whether or not the amount of the actual use exceeds your permission.

7. MINIMUM PAYMENT; APPLICATION OF PAYMENTS. You must pay at least the "Minimum Payment" each month by the due date shown on your Statement. The Minimum Payment will be the largest of (A) \$10; (B) 2.5% of the "New Balance" shown on your Statement plus any past due amounts; or (C) 1.0% of the New Balance shown on your Statement plus (I) the total Finance Charge shown on your statement, and (II) late fees, overlimit fees, and returned payment fees. If your New Balance is less than \$10 you must pay at the total New Balance. In addition to the Minimum Payment you agree to pay any Overlimit Amount each month by the due date shown on your Statement. **You may pay any or**

**all of the New Balance of your Account at any time without incurring a prepayment charge.** If you pay more than the Minimum Payment, you must still pay at least the Minimum Payment and the Overlimit Amount each time we send you a Statement. You cannot use a convenience check drawn on us to make a payment. If you pay us by check, your check must be payable in U.S. dollars. With regard to each payment, we will decide in accordance with applicable law the application of your payment. **We reserve the right to allocate your payments to balances (including new transactions) with lower annual percentage rates before balances with higher annual percentage rates.** Although we post your payments as of the day we receive them as described on your Statement, your Credit Limit and/or Cash Advance Limit may not be restored for up to 15 days after we post your payment. We may allow you, from time to time, to skip one or more monthly payments, and we will notify you when this option is available. If you elect to skip a payment, finance charges will continue to accrue, and the requirement to make a Minimum Payment each month will resume following the skip payment period.

8. STATEMENTS. We will send you a statement at the end of each Billing Cycle when your Account has a debit or credit balance of more than \$1 or if a finance charge has been imposed or as required by applicable law ("Statement"). We send only one Statement for all Cards with your Account number. (If there are two or more of you, we send the Statement to the First Applicant listed on the application). Each Statement covers a Billing Cycle. "Billing Cycle" means the days between the closing date shown on the last Statement we sent you and the closing date on your current Statement.

9. WHEN FINANCE CHARGES WILL BE ADDED TO YOUR ACCOUNT.

A) PURCHASES. We will charge finance charges on purchases from the date of each transaction. Finance charges will continue to be imposed until the date payment in full of the New Balance is posted to your Account. You may avoid finance charges on new purchases appearing on your current Statement if you paid in full the New Balance shown on your previous Statement and you pay in full the New Balance on your current Statement. All payments in full must be received by the requested due dates to avoid finance charges.

B) CASH ADVANCES. We will charge finance charges on each cash advance from the date of the cash advance. We will charge finance charges on each Check from the date it is received by us. We will figure finance charges on unpaid cash advances and Checks and on new cash advances and Checks. We will charge finance charges on new cash advances and Checks even if you paid in full the New Balance shown on your previous Statement and your payment was received by the due date.

C) BALANCE TRANSFERS. We will charge finance charges on each balance transfer from the date the balance transfer posts to your Account. We will figure finance charges on unpaid balance transfers and on new balance transfers even if you paid in full the New Balance shown on your Statement and your payment was received by the due date.

10. HOW WE CALCULATE THE AMOUNT OF FINANCE CHARGES.

A) INDEX. The periodic rate of finance charge and corresponding annual percentage rate for purchases and cash advances, are subject to change, based on the value of an Index. The Index in effect for each Billing Cycle shall be the "Prime Rate" of interest appearing in the "Money Rates" section of *The Wall Street Journal* published on the first day of the Billing Cycle (if none, the last edition published prior to that date), rounded upward to the nearest .001%. An increase or decrease in the annual percentage rate will result in a corresponding increase or decrease in the amount of the finance charge, and in the Minimum Payment amount (unless the Minimum Payment is equal to or less than \$10). Your Statement will disclose the applicable annual percentage rate for the Billing Cycle. If you are a new customer, the annual percentage rate and periodic rate of finance charge currently in effect will be sent with your Card.

B) PURCHASES. We use the "average daily balance of purchases" to calculate finance charges on purchases. The following description is how we calculate the "average daily balance of purchases":

(1) We start with the unpaid amount of purchases, which may include unpaid finance charges and fees from the previous Billing Cycles.

(2) Each day we subtract any payments or credits that apply to purchases. We add any new purchases, any new fees that apply to purchases, and any finance charges on the previous day's purchases balance if you have not paid in full the New Balance on your previous Statement by the due date. This gives us the daily balance of purchases.

(3) Then we add up all the daily balances of purchases for the Billing Cycle and divide by the total number of days in the Billing Cycle. This gives us the "average daily balance of purchases."

(4) We will calculate finance charges on purchases by multiplying the "average daily balance of purchases" by the total number of days in the Billing Cycle, and multiplying the product by the daily periodic rate of finance charge then in effect. The daily periodic rate of **FINANCE CHARGE** for each Billing Cycle shall be a rate computed by adding 6% to the value of the Index, and dividing by 365. The corresponding **ANNUAL PERCENTAGE RATE** will be the Index plus 6%. The daily periodic rate of **FINANCE CHARGE** will not decrease below 0.01643% nor increase above 0.06849%, and the corresponding **ANNUAL PERCENTAGE RATE** will not decrease below 6% nor increase above 25%.

C) CASH ADVANCES. We use the "average daily balance of cash advances" to calculate finance charges on cash advances. The following description is how we calculate the "average daily balance of cash advances":

(1) We start with the unpaid amount of cash advances, which may include unpaid finance charges and fees from previous Billing Cycles.

(2) Each day we add any new cash advances, any new fees that apply to cash advances, and any finance charges on the previous day's cash advance balance. Then we subtract any payments or credits that apply to cash advances. This gives us the daily balance of cash advances.

(3) Then we add up all the daily balances of cash advances for the Billing Cycle and divide by the total number of days in the Billing Cycle. This gives us the "average daily balance of cash advances".

(4) We will calculate finance charges on cash advances by multiplying the "average daily balance of cash advances" by the total number of days in the Billing Cycle, and multiplying the product by the daily periodic rate of finance charge then in effect. The daily periodic rate of **FINANCE CHARGE** for each Billing Cycle shall be a rate computed by adding 8% to the value of the Index, and dividing by 365. The corresponding **ANNUAL PERCENTAGE RATE** will be the Index plus 8%. The daily periodic rate of **FINANCE CHARGE** will not decrease below 0.02191% nor increase above 0.06849%, and the corresponding **ANNUAL PERCENTAGE RATE** will not decrease below 8% nor increase above 25%.

D) CASH ADVANCE FEE. We will add an additional finance charge to your Account each time you obtain a cash advance. This additional **FINANCE CHARGE** will be 3% of the amount of the advance, with a minimum fee of \$15.

E) DEFAULT RATE. (1) Regardless of any other provision of this Agreement to the contrary (including any special rate offers), you agree that if on any payment due date, our records reflect that you failed to make at least the Minimum Payment by the due date for two consecutive Billing Cycles, we may, at our discretion, if permitted by applicable law, increase the periodic rate and annual percentage rate for both purchases and cash advances (including existing balances and all future transactions) to a higher "Default Rate." The Default Rate is the higher of 23.9% **ANNUAL PERCENTAGE RATE** or a variable **ANNUAL PERCENTAGE RATE** equal to the Index plus 14.65%. The daily periodic rate of **FINANCE CHARGE** is the higher of 0.06547% or a rate computed by adding 14.65% to the value of the Index and dividing by 365. The daily periodic rate of **FINANCE CHARGE** will not decrease below 0.06547% nor increase above 0.06849% and the **ANNUAL PERCENTAGE RATE** will not decrease below 23.9% nor increase above 25%. An increase in the annual percentage rate will result in a corresponding increase in the amount of the finance charge and in the Minimum Payment amount (unless the Minimum Payment amount is equal to or less than \$10). Your Statement will disclose the applicable annual percentage rate for the Billing Cycle. The application of a Default Rate does not cure the default that caused the Default Rate to be charged, nor shall it affect any of our rights under the "Default" section of this Agreement.

(2) Your Account may again be eligible for the annual percentage rate that would otherwise apply after you have met the repayment requirements of your Agreement with us for six consecutive Billing Cycles. After six consecutive payments, your Account will be reviewed automatically. If all payments that you made were greater than or equal to the Minimum Payment required and were received by the due dates, your annual percentage rates for existing purchase and cash advance balances, as well as new purchases and cash advances, will become the terms which would then apply to your

Account had you not missed two consecutive payments. However, your Account will no longer be eligible for any special rate under a special rate offer.

F) MINIMUM FINANCE CHARGE. We will assess a minimum **FINANCE CHARGE** of \$.50, in any month in which finance charges are billed.

G) SPECIAL RATE OFFERS. From time to time, we may offer you special rates and/or fees for balance transfer transactions or promotional offers on your Account. If we do, we will advise you of the annual percentage rates and finance charges associated with the special rate offer, how long they will be in effect, the balances to which they will apply, and other terms of the special rate offer. Any special rate offer will be subject to the terms of the offer and this Agreement. 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 for purchases and do not earn points or rebates under reward programs. We may identify balance transfers and other special rate balances separately on your Statement. When a special rate offer is in effect we may, at our discretion, discontinue the special rate pursuant to the "Default Rate" section of this Agreement.

11. FEES. We may charge your Account for the following fees. The application and payment of a fee will not correct the situation which caused the fee to be charged.

A) Late Payment. We may charge a \$25 late fee to your Account if you do not pay at least the Minimum Payment by the due date.

B) Overlimit. We may charge a \$20 fee to your Account if you go over your Credit Limit or Cash Advance Limit. We may add an additional overlimit fee to your Account for each Billing Cycle that you remain over your Credit Limit or Cash Advance Limit. We will not charge the overlimit fee in any Billing Cycle in which we reduce your Credit Limit or Cash Advance Limit.

C) Returned Payment. If you make a payment on your Account (1) with a check and that check is not honored by the financial institution on which it is drawn or (2) by an electronic debit entry to a bank account (autopay) and the entry is returned unpaid, we may charge you a fee of \$35.

D) Returned Convenience Check. If you write a Check on your Account and that Check is not honored because your Account is in default or overlimit, we may charge you a fee of \$25.

E) Stop Payment Fee. We may charge a fee of \$25 if you order us to stop payment on a Check or balance transfer or if you renew a stop payment order. The fee will be charged to the extent the state where you live permits the charging of such fees.

F) Research Fee. We may charge you a fee of \$3.00 per copy for all copies of Statements, Checks, or balance transfer checks or other documents in our files that you request. You will reimburse us for fees charged by Visa and MasterCard for copies of sales drafts, cash advance drafts, and other items that you request that must be obtained from Visa and MasterCard. Fees will not be charged if the request directly relates to a disputed item appearing on your Statement or if the state where you live does not permit the charging of such fees.

12. HOW TO CANCEL YOUR ACCOUNT. You may cancel your Account at any time. If you call us to close your Account, we may require that you confirm your request in writing. You must destroy all Cards and Checks, including any Cards and Checks you gave to others. You must still pay the full amount you owe us.

13. FOREIGN TRANSACTIONS. Transactions with merchants and financial institutions outside the borders of the U.S. and its territories are "foreign transactions." If a foreign transaction is made in a foreign currency, we will bill you in U.S. Dollars based on the exchange rate on the day we settle the transaction, plus any special currency exchange charges. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa International or MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa or MasterCard itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, we will charge a foreign transaction fee (**FINANCE CHARGE**) equal to 1% of the transaction amount (if the transaction was made in U.S. Dollars) or 1% of the converted amount (if the transaction was made in a foreign currency). This fee will be in addition to other fees that might normally apply 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.