

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.

**M-98650 PNC I+15.99% AGRMT V SIGN C 15.99%-09C-EDS**

**M-98650 PNC I+15.99% AGRMT V SIGN C 15.99%-09C-EDS**

1. DEFINITIONS. "We," "us," and "our" mean PNC Bank, National Association and its successors and assignees. "You" and "your" mean each person who applies or accepts our offer, verbally or in writing (including electronically) for, or who otherwise agrees to be financially responsible with respect to, the Account. "Account" means your Visa® or MasterCard® credit card account with us. "Agreement" means this PNC Bank Consumer Credit Card Agreement. "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. "Card Mailer" means a document we provide to you to which your Card(s) is/are attached. "Statement" is defined in Section 8 of this Agreement. "Balance Transfer" is defined in Section 26 of this Agreement. "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 offer certificate, your acceptance verbally or electronically of an offer and/or the Account, your retention of the Cards or Checks, and/or your or an authorized user's 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(s), and the Card Mailer and other information we send with the Card(s) 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, in accordance with applicable law, 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.

We will notify you of any Change if required by applicable law. In addition, if required by applicable law, the notice will tell you of any right you may have, and any steps you must take, to reject the Changes. Unless we state otherwise, any Change will apply to the unpaid balances on your Account and to new transactions. Any required notice will be sent to you at your address shown on our records.

If you properly notify us that you reject the Changes, your Account will be closed and you will be obligated to pay your outstanding balance under the terms of the Agreement in effect on the date you received the notice of Changes. We may ask you to return all Cards and Checks as a condition of your rejection. If you do not notify us by the date stated in the notice, you will be deemed to have

accepted all Changes in the notice and to have accepted and confirmed all terms of your Agreement.

"Change" or "Changes" as used herein, means any modifications of, or additions or deletions to, the Agreement.

4. USE OF ACCOUNT. You must sign a Card in order to use it. A 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; gift cards; 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 Revolving 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 "Revolving Credit Limit" is the maximum amount we allow you to carry over from Billing Cycle to Billing Cycle as a revolving line of credit. Your separate "Cash Advance Limit" is part of the total Revolving Credit Limit. We will tell you the amount of your Revolving Credit Limit and Cash Advance Limit. They will be printed on the Card Mailer and on your Statement. We may, at our discretion, approve purchases in excess of your Revolving Credit Limit. You promise not to obtain cash advances that would cause your Account to exceed the Cash Advance Limit, as applicable. If you do, we can still charge you for all cash advances without giving up any of our rights under this Agreement. We may change your Revolving 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 Revolving Payment" each month by the due date shown on your Statement. The Minimum Revolving 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 and returned payment fees. If your New Balance is less than \$10, you must pay us the total New Balance. In addition to the Minimum Revolving Payment you agree to pay the Non-Revolving Payment each month by the due date shown on your Statement. The Non-Revolving Payment amount is any amount your New Balance is in excess of your Revolving Credit Limit. **You may pay any or all of the New Balance of your Account at any time without incurring any prepayment charge.** If you pay more than the Minimum Revolving Payment and Non-Revolving Payment, you must still pay at least the Minimum Revolving Payment and the Non-Revolving Payment each time we send you a Statement. You can not 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.** 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 Revolving Payment and Non-Revolving Payment each month will resume following the skip payment period. **IMPORTANT INFORMATION ABOUT CREDIT AVAILABILITY:** In order to ensure there is enough time for a payment to clear the account on which it is drawn, we may not make the payment amount available to re-borrow for a period of 10 or 14 days, depending on the amount of the payment and other factors.

8. STATEMENTS. We will send you a statement at your address shown on our records 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 your payment was received by the due date.

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. There is no grace period for cash advances.

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 previous Statement and your payment was received by the due date. Balance Transfers are included in the "average daily balance of purchases" unless otherwise specified. There is no grace period for Balance Transfers.

10. HOW WE CALCULATE THE AMOUNT OF FINANCE CHARGES.

A) INDEX. The periodic rate of finance charge and corresponding annual percentage rate for purchases (including Balance Transfers), cash advances, and any Default Rate in effect, are subject to change, based on the value of an index ("Index"). The Index in effect for each Billing Cycle shall be the higher of (i) six percent (6%) per annum; or (ii) the highest "Prime Rate" of interest appearing in the "Money Rates" section of *The Wall Street Journal* published during the previous 90 days prior to the 8th business day prior to the last day of such Billing Cycle. 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 Revolving Payment amount (unless the Minimum Revolving 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 are set forth in the Card Mailer or other insert provided with, and incorporated by reference in, this Agreement.

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

(1) We start with the unpaid amount of purchases for the current Billing Cycle, 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" for the current Billing Cycle.

(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 applicable daily periodic rate of finance charge then in effect. The daily periodic rate of **FINANCE CHARGE** for each Billing Cycle shall be computed by adding a margin ("Margin For Purchases And Balance Transfers") to the value of the Index and dividing by 365. The corresponding **ANNUAL PERCENTAGE RATE** will be the Index plus the Margin For Purchases And Balance Transfers. Your Margin For Purchases And Balance Transfers is 15.99%. The daily periodic rate of **FINANCE CHARGE** will not decrease below 0.06024% and the corresponding **ANNUAL PERCENTAGE RATE** will not decrease below 21.99%.

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 a margin ("Margin For Cash Advances") to the value of the Index and dividing by 365. The corresponding **ANNUAL PERCENTAGE RATE** will be the Index plus the Margin For Cash Advances. Your Margin For Cash Advances is 15.99%. The daily periodic rate of **FINANCE CHARGE** will not decrease below 0.06024% and the corresponding **ANNUAL PERCENTAGE RATE** will not decrease below 21.99%.

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 the greater of 4% of the amount of the advance or \$10.

E) BALANCE TRANSFER FEE. We may add an additional finance charge to your Account each time you obtain a balance transfer. This additional **FINANCE CHARGE** will be the greater of 3% of the amount of the Balance Transfer or \$5.

F) DEFAULT RATE. (1) Regardless of any other provision of this Agreement to the contrary (including any special rate offers), you agree that we may, at our discretion, if permitted by applicable law and subject to any notice we are required to give you under applicable law, increase the daily periodic rate and annual percentage rate for both purchases and cash advances (including existing balances and all future transactions) to a higher "Default Rate" for the following reason ("Default Rate Event"):

- We have not received at least your Minimum Revolving Payment and Non-Revolving Payment within 60 days after the due date for such Minimum Revolving Payment and Non-Revolving Payment.

We will tell you, in accordance with applicable law, when the Default Rate will take effect. We may decide not to increase your annual percentage rate even though there is a Default Rate Event, or increase your annual percentage rate to a rate less than the Default Rate, without losing our right to charge the Default Rate at a later time. Factors considered in determining your Default Rate include: the length of time your Account with us has been open; Account history; and the existence, seriousness and timing of the Default Rate Events.

If the Default Rate is in effect for purchases and cash advances, the daily periodic rate of **FINANCE CHARGE** for each Billing Cycle shall be computed by adding a margin ("Margin For Default Balances") to the value of the Index and dividing by 365. The corresponding **ANNUAL PERCENTAGE RATE** will be the Index plus the

Margin For Default Balances. Your Margin For Default Balances is 22.99%. The daily periodic rate of **FINANCE CHARGE** will not decrease below 0.07942% and the corresponding **ANNUAL PERCENTAGE RATE** will not decrease below 28.99%. There is no maximum Default Rate. The application of the Default Rate does not cure the Default Rate Event 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 Revolving Payment and Non-Revolving Payment required and were received by the due dates, your annual percentage rate 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 the Default Rate Event not occurred. However, your Account will no longer be eligible for any special rate under a special rate offer.

G) MINIMUM FINANCE CHARGE. We will assess a minimum **FINANCE CHARGE** of \$1.50 in any month in which finance charges are billed.

H) SPECIAL RATE OFFERS. From time to time, we may offer you special rates and/or fees for Balance Transfer transactions or introductory 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. We may identify 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. Subject to applicable law, 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) Annual Fee. There is no Annual Fee on your Account.

B) Late Payment. We may charge a late fee to your Account if you do not pay at least the Minimum Revolving Payment and Non-Revolving Payment by the due date. The late fee amount is based on the "Previous Balance" shown on your Statement: \$29 for Previous Balances up to and including \$499.99; \$39 for Previous Balances of \$500 or greater. We may charge an additional late fee for each Billing Cycle that your Account is past due.

C) Returned Payment. If you make a payment on your Account (i) with a check and that check is not honored by the financial institution on which it is drawn or (ii) 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 \$35.

E) Stop Payment Fee. We may charge a fee of \$35 if you order us to stop payment on a Check or Balance Transfer or if you renew a stop payment order.

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.

G) Foreign Transaction Fee. We may charge you a foreign transaction fee. When we will charge this fee and the amount of the fee is set out in Section 13 of this Agreement.

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 return to us 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 2% of the transaction amount (if the transaction was made in U.S. dollars) or 2% 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