VISA <sup>®</sup> PLATINUM IMPORTANT INFORMATION ABOUT RATES AND FEES		
Interest Rates and Interest Charges		
Annual Percentage Rate (APR) for Purchases	<b>10.99%</b> to <b>18.99%</b> when you open your account, based on your creditworthiness.	
	This APR will vary with the market based on the prime rate.	
APR for Balance Transfers	<b>0%</b> introductory APR for the first 13 billing cycles following account opening.	
	After that, your APR will be <b>10.99%</b> to <b>18.99%</b> , based on your creditworthiness. This APR will vary with the market based on the prime rate.	
APR for Cash Advances	<b>21.99%</b> This APR will vary with the market based on the prime rate.	
Penalty APR and When it Applies	<b>28.99%</b> This APR will vary with the market based on the prime rate.	
	This APR may be applied to your account if you make a late payment.	
	<b>How Long Will the Penalty APR Apply?:</b> If your APRs are increased for this reason, the Penalty APR will apply until you make six consecutive minimum payments when due.	
How to Avoid Paying Interest on Purchases	Your due date is at least 21 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.	
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.50.	
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at <a href="http://www.federalreserve.gov/creditcard">http://www.federalreserve.gov/creditcard</a> .	

Fees	
Annual Fee	None
Transaction Fees	
Balance Transfer	Either <b>\$5</b> or <b>3%</b> of the amount of each balance transfer, whichever is greater
Cash Advance	Either <b>\$10</b> or <b>4%</b> of the amount of each cash advance, whichever is greater
Foreign Transaction	<b>3%</b> of each foreign transaction amount in U.S. dollars
Penalty Fees	
Late Payment	Up to <b>\$35</b>
Returned Payment	Up to <b>\$35</b>

How We Will Calculate Your Balance for Purchases: We use a method called "average daily balance (including new purchases)."

**Loss of Introductory APR:** We may end your introductory APR and apply the Penalty APR if you make a late payment.

**Allocation of Payments:** Any payment you make in excess of the minimum payment due will be allocated to balances with higher APRs before balances with lower APRs. Allocation of your minimum payment due will be at our discretion.

CHANGES TO YOUR CREDIT CARD ACCOUNT: The terms of your credit card account, including APRs and fees, are subject to change at any time and for any reason permitted by applicable law and the credit card agreement that will be sent with your credit card. We will notify you of any change if required by applicable law. Changes to your APR may include changing your APR from fixed to variable, from variable to fixed, or to a higher APR.

## IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

## Additional Terms and Conditions that Apply to your Application and Credit Card Account

In this application, the terms "you" or "your" means each applicant for credit. If this is a joint application for credit, the person submitting this application certifies that he/she is authorized to submit this application, certifies to the accuracy of any statements made herein and agrees to all terms and conditions of this application, on behalf of each co-applicant.

You are applying to obtain credit from PNC Bank, National Association ("we," "our," or "us"). You understand that we are not obligated to grant you credit, and may retain your application whether or not credit is granted.

You certify that all information in, and with respect to, your application is accurate and complete, that you are of legal age to enter into contracts in the state in which you reside and that no bankruptcy proceeding is in progress or anticipated that involves you. You also represent that you have not submitted, nor will submit, any application for credit to another lender prior to our consideration of your application.

You agree that we may request consumer credit reports about you for evaluating your application and in the future for reviewing your credit card account credit limits, for credit card account renewal, for servicing and collection purposes, and for other legitimate purposes associated with your credit card account.

You also agree that we may verify, with other creditors, credit reporting agencies, employers, and other third parties, including through records maintained by federal and state agencies (including any state motor vehicle department), your employment, income, address and all other information that you have provided. You waive any rights of confidentiality under applicable law that you may have in that information.

If your application is approved, a credit card will be issued to you. We also will send you a credit card agreement at that time.

Your credit card agreement is 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 you do not like the terms of the credit card agreement sent to you with your credit card, you can rescind your credit card agreement by not using your credit card account and contacting us at 1-800-282-7541. If you use the credit card account, you agree to the terms and conditions of the credit card agreement and you will be liable (for joint accounts, individually and jointly liable) for all amounts owing on your credit card account.

## **Overdraft Protection Terms and Conditions:**

If you enroll in "Overdraft Protection," the following terms apply to your credit card account: Overdraft Protection allows us to transfer funds and prevent overdrafts on a designated checking account. You authorize us to make Overdraft Protection advances ("ODP Advances") from your credit card account as provided in these terms and conditions, your credit card agreement and any separate Overdraft Protection terms and conditions that were provided to you that apply to your checking account. Any ODP Advance will post to your credit card account as a cash advance. We may cancel Overdraft Protection privileges under your credit card account even if the credit card account remains open for other purposes. Overdraft Protection privileges will be automatically cancelled if your credit card account is closed by either you or us at any time. Overdraft Protection privileges may be suspended if your account is in "Default" as that term is defined in your credit card agreement. A fee of either \$10 or 4% of the ODP Advance amount, whichever is greater, will be charged to your credit card account for each ODP Advance. In addition to any cash advance fee and interest charges that are assessed to your credit card account for an ODP Advance, separate fees may be assessed to your designated checking account for accessing the Overdraft Protection. Please see the fee schedule for your checking account for specific fee information. When you enroll in Overdraft Protection, it may take up to 12 (twelve) days for the Overdraft Protection to be activated.

## **Balance Transfer Terms and Conditions:**

If you are approved for a credit card account, we may permit you to transfer balances and obligations that you owe other companies or financial institutions ("Balance Transfers") to your credit card account subject to these terms and conditions, your credit card agreement and the terms and conditions of any special Balance Transfer offers we make to you. Your available 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. Unless otherwise specified in any special Balance Transfer offer that we make to you, any Balance Transfer will be reflected on your monthly credit card account statement as a "balance transfer." You may not request Balance Transfers of existing obligations you owe us or our affiliates. Balance Transfer requests to individuals for cash or requests for recurring payments to other creditors will not be processed. If you request a Balance Transfer that would cause your credit card account to exceed its credit limit, we may, at our option, (a) post the entire Balance Transfer requested to your credit card account; (b) post only a portion of the Balance Transfer requested to your credit card account up to the amount of credit available under the credit limit; 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. Cost information about Balance Transfers is provided in the section above called "Important Information About Rates And Fees." Balance Transfers do not earn rewards. There is no grace period for Balance Transfers.

<u>JURY TRIAL WAIVER NOTICE</u>: Your credit card agreement contains a Jury Trial Waiver under which you and we agree to waive any right to trial by jury in the event of litigation

between us. This is only a summary of some of the features of the Jury Trial Waiver. Please be sure to read the entire credit card agreement carefully.

CALLING YOUR CELL PHONE NUMBER USING AUTOMATED TECHNOLOGY/SENDING YOU ELECTRONIC MAIL: In order to better serve you, it may be necessary for us and/or our affiliates and/or our or our affiliates' agents (collectively "PNC and its Representatives") to contact you, at the cellular/mobile phone number(s) you provide to PNC and its Representatives, using a prerecorded or other voice message or an automatic dialing system. To make calls to your cellular/mobile phone number(s) using such technology, it is necessary for PNC and its Representatives to obtain your express consent. By submitting this application, you are expressly consenting to allow PNC and its Representatives to make calls using such technology, for any purpose, to your cellular/mobile number. These calls and messages may incur access fees from your cellular/mobile provider.

By providing your email address, you consent and agree to receive electronic mail from PNC and its Representatives.

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 (WITH RESPECT TO WHICH WE EXPRESSLY RESERVE ALL RIGHTS).

Notice to California Residents: An applicant, if married, may apply for a separate account.

**Notice to New York Residents:** You may contact the New York state banking department at 1-877-226-5697 or by writing to the Research & Technical Assistance Division, 1 State St., NY, NY 10004-1417 to obtain a comparative listing of all credit card rates, fees and grace periods.

**Notice to New York Residents**: A consumer report may be requested in connection with this application. Upon your request, you will be informed whether or not a consumer report was requested, and if such report was requested, informed of the name and address of the consumer reporting agency that furnished the report. Subsequent consumer reports may be requested or utilized in connection with an update, renewal or extension of the credit for which application was made.

**Notice to Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy 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.

**Notice to Rhode Island Residents:** A credit report may be requested in connection with this application.

**Notice to Utah Residents:** You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**Notice to Vermont Residents:** You authorize PNC Bank, National Association to obtain credit reports about you now and in the future for all legitimate purposes associated with this offer or the account including, but not limited to: (a) evaluating the application, and (b) renewing, reviewing, modifying, and taking collection action on your account.

**Notice to Married Wisconsin Residents:** Submission of this application confirms that this loan obligation is being incurred in the interest of your marriage or family. No provision of a marital property agreement, a unilateral statement under Section 766.59 of the Wisconsin Statutes or a court decree under Section 766.70 of the Wisconsin Statutes adversely affects the interest of a creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the

agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. If the loan for which you are applying is granted, your spouse will receive notification that the credit has been extended to you.

PNC Bank, National Association (N.A.) is the creditor and issuer of the credit card described herein. PNC Bank, N.A. Member FDIC Equal Opportunity Lender © 2010 The PNC Financial Services Group, Inc. All Rights Reserved.