

This Credit Card Agreement (*Agreement*) explains the terms of your CustomCash Platinum MasterCard® credit card account (*Account*) with RBS Citizens, National Association. This Agreement consists of this Agreement, the Pricing Addendum and any other documents or information provided to you concerning terms applicable to your Account, including any changes that may be made to these documents or information from time to time. **The Bank may change terms of this Agreement at any time subject to applicable law.** Please read these documents carefully and keep them for your records.

1. Meaning of Words. In this Agreement, *you* and *your* mean anyone who (a) signs the credit card application, (b) uses, maintains or accepts the Account, or (c) otherwise agrees to be obligated under this Agreement. *We, our and us* mean RBS Citizens, N.A., Providence, Rhode Island, the issuer of your credit card and the creditor under this Agreement, or any subsequent holder of this Agreement or any balances in your Account. *Card* means each CustomCash MasterCard credit card that we issue to you under this Agreement. *Purchases* means amounts charged to your Account when you use your Card or give your Account number for a transaction. *Purchases* also includes all of the Account Fees set forth in Section 16 and other charges that are charged to your Account (except Cash Advance Fees as defined in Section 16(a)(i)), as well as Periodic Interest Charges (defined in Section 10(a)). *Balance Transfers* means loans charged to your Account that you obtain as provided in Section 4(b). *Cash Advances* means loans charged to your Account as provided in Section 4(c). *Cash Advances* also includes Cash Advance Fees.

2. Your Promise to Pay. You are legally responsible for paying the entire amount owed to us under this Agreement. You represent and warrant that at the time of each transaction on the Account that you have the intent and financial capacity to repay the amount in full according to the terms of this Agreement. Upon request, we may issue additional Cards to any person you authorize to use your Account. You and any such person agree to be obligated under this Agreement and are responsible for paying all charges made to your Account and any fees and charges associated with such charges. You agree not to make or allow to be made any transactions which are illegal under any state or federal law. We may decline to approve any transaction which we reasonably believe is a transaction which is illegal under any state or federal law. An example is casino gambling on the Internet. You agree that the terms of this Agreement, as amended from time to time, apply when you use the Account or allow any other person to use your Account, and any such person agrees to the terms of this Agreement. By (a) using your Card, Account number, or Account, (b) authorizing or signing any charge or charge slip on your Account, Balance Transfer or Balance Transfer Check (as provided in Section 4(b)), or (c) obtaining a Cash Advance (as provided in Section 4(c)), you confirm that you agree to the terms of this Agreement.

3. Credit Limit. Your total credit limit (*Total Credit Limit*) is the combined amount of credit for Purchases, Balance Transfers and Cash Advances that we agree to extend to you at any one time. You will receive a separate credit limit for Cash Advances (*Cash Advance Limit*), which will be a portion of your Total Credit Limit. Your Total Credit Limit and Cash Advance Limit, as well as the amount available for Cash Advances (*Available Cash*), will be shown on your Account statement (*Statement*). We may change the amount of your Total Credit Limit or Cash Advance Limit without prior notice to you. We may also limit your ability to make Balance Transfers. **You agree not to exceed either your Total Credit Limit or Cash Advance Limit.**

The amount shown on your Statement as Available Cash does not include any transactions or Account Fees or other charges posted to your Account after the Statement Date (as defined in Section 6) as shown on that Statement which could result in either your Cash Advance Limit or Total Credit Limit being exceeded.

Even if we permit transactions that exceed either your Cash Advance Limit or Total Credit Limit, you are responsible for those transactions as provided in this Agreement. If we refuse any such transaction, we may advise the person attempting the transaction that it has been refused and we are not responsible or liable for taking such action.

4. How You Can Use Your Account.

a) **Purchases.** You can use your Card to buy or lease goods or services wherever your Card is honored. Each of these transactions is a Purchase. In addition, any credit life insurance charges, payment protection plan charges, the Account Fees set forth in Section 16 and other charges that are charged to your Account (except Cash Advance Fees and Cash Equivalent Transaction Fees) are treated as Purchases subject to the Interest Charge for Purchases provided for in this Agreement. We will pay Purchases you have made up to your Total Credit Limit. The amount of any Purchase will be charged to your Account and will appear on your Statement.

b) **Balance Transfers.** We may, at our sole option, give you special checks which you can use to reduce or pay off the balance on credit card accounts or other accounts you may have with other creditors (*Balance Transfer Checks*). In addition, we may provide you with Balance Transfer forms that you can complete to request us to issue a check on your behalf to reduce or pay off the balance on credit card accounts or other accounts you may have with other creditors. We may also permit you to execute Balance Transfers by telephone or other methods authorized by us. Balance Transfers may not be used to make payments on accounts issued or held by us or our affiliates. Balance Transfers may be subject to promotional, special or additional terms; these terms are part of this Agreement. We will pay the Balance Transfer amounts you have authorized up to your Total Credit Limit, unless otherwise limited by the terms of the Balance Transfer. Unless a special promotional offer or other offer applies, you will be charged a transaction fee for each Balance Transfer (*Balance Transfer Fee*) in the amount set forth in Section 16(a)(iii). The amount of any Balance Transfer and Balance Transfer Fee (which is an Interest Charge) will be charged to your Account and will appear on your Statement. We do not certify or return Balance Transfer Checks.

c) **Cash Advances.** In this Agreement, Cash Loans, ATM Loans, Convenience Checks and Cash Advance Fees will be referred to as "Cash Advances."

(i) **Cash Advances and ATM Loans.** You can use your Card to obtain Cash Advances from any financial institution or merchant that accepts your Card and processes the transaction. The minimum amount of any Cash Advance you can obtain in this manner is \$20. The total amount of Cash Advances you can obtain from financial institutions and merchants in one day is \$3,000 or the available amount of your Cash Advance Limit, whichever is less. You can also use your Card and personal identification number (*PIN*) to get a Cash Advance from any automated teller machine (*ATM*) that accepts your Card. The total amount of Cash Advances you can obtain from ATMs in one day is \$500 or the available amount of your Cash Advance Limit, whichever is less. We or the operators of ATMs may place additional limitations and requirements on Cash Advances you may obtain from ATMs. Authorization for Cash Advances over a certain dollar amount or number may be refused under certain circumstances even though you have Available Cash. These restrictions may be for security or other reasons, including: (i) the ATM or other electronic authorization system is not working properly; (ii) your Card or PIN has been reported lost or stolen or has been canceled; (iii) the financial institution, merchant or ATM does not have enough cash; and (iv) circumstances beyond our control, such as a power outage.

(ii) **Convenience Checks.** From time to time, we may supply you with special checks which you can use as you would a regular check to pay for goods and services or to write yourself a loan (*Convenience Checks*). Convenience Checks may not be used to make payment on any account issued or held by us or our affiliates. Convenience Checks may be subject to promotional, special or additional terms; these terms are part of this Agreement. We will pay the amounts you have authorized up to your Cash Advance Limit, or to an amount above your Cash Advance Limit at our discretion, unless otherwise limited by the terms or conditions of the Convenience Check. The amount of any Cash Advance and the Cash Advance Fee will be charged to your Account and will appear on your Statement. Unless subject to a special promotion, you will be charged a transaction fee for each Cash Advance (*Cash Advance Fee*) which is an Interest Charge in the amount set forth in Section 16(a)(i). Cash Advance Fees are treated as Cash Advances. We do not certify or return Convenience Checks.

(iii) **Cash Equivalent Transactions.** Cash Equivalent Transactions include purchasing travelers checks, savings bonds, foreign currency, money orders, wire transfers, lottery tickets, funds used for wagers or gambling, or similar products or services as determined by the Bank. We will charge your Account a fee for each Cash Equivalent Transaction (*Cash Equivalent Transaction Fee*) in the amount set forth in Section 16(a)(iv). These transactions are also treated as Cash Advances for all other purposes on your Account. Cash Advance Fee Interest Charges for Cash Equivalent Transactions will be added to your Cash Advance Balances.

d) **Obtaining Credit Without Your Card.** You can make Purchases or Balance Transfers or obtain Cash Advances without using your Card (such as for Internet, mail order or telephone transactions). If you do so, you will be responsible for the amount of each transaction and any applicable fees as if you had used your Card.

5. CustomCash Platinum Rewards MasterCard Plan. You will receive CustomCash Points, subject to the limitations or caps stated in the Reward Summary of your Pricing Addendum or prior Agreement, as follows: At the end of each billing cycle, we will determine the total dollar amount of CustomCash Purchases (defined below) made in each Merchant Category by you or persons using additional Cards which you have authorized under Section 2. For the Merchant Category in which you spent the most for the billing cycle you will receive 3% in CustomCash Points for each dollar spent. For all other Merchant Categories you will receive 1% in CustomCash Points for each dollar spent. Merchant Categories are described below. For CustomCash Purchases that do not fall into the Merchant Category you will receive 1% in CustomCash Points for each dollar spent. For example, if you spend \$200 in Grocery Stores and \$100 in all other categories, Grocery Stores becomes the highest Merchant Category. You will get 3% in CustomCash Points for each dollar you spent in Grocery Stores (4 CustomCash Points) and 1% for all other CustomCash Purchases (1 CustomCash Point) for a total of 5 CustomCash Points.

CustomCash Purchases means the total face amount of each sales slip including sales tax and gratuities for Purchases you make using your Card. No CustomCash Points will be awarded on Balance Transfers, Cash Advances, Account Fees or charges, Periodic Interest Charges, returned check charges, and life insurance and payment protection plan charges. No CustomCash Points will be awarded on the purchase of money orders, wire transfers, lottery tickets, gambling charges, or unauthorized charges to your Account.

Merchant Categories will be determined by us and may change from time to time at our sole discretion. Current Merchant Categories are: General Retailers, Home Improvement Retailers, Specialty Retailers, Grocery Stores, Service Providers, Catalog & Direct Merchants, Restaurants, Gasoline Stations, Sports & Leisure, Transportation (non-airline), Clothing & Accessories Retailers, Pharmacies/Medical, Hotel, Utilities & Associations, Electronics & Appliance Stores, and Airlines. These Merchant Categories are explained in the CustomCash Welcome Brochure within your Welcome Package. Not all Purchases and charges will be included in a Merchant Category. For example, educational tuition or automobile purchases are not included in any Merchant Category. Purchases excluded from Merchant Categories will receive 1%. The assignment of any CustomCash Purchase to a Merchant Category will be solely determined by us and will be based upon the type of merchant rather than the nature of the product or service purchased. For example, a refrigerator purchased at a Home Improvement store will be assigned to the Home Improvement Retailers Category, but a refrigerator purchased from an Appliance Store will be assigned to the Electronics and Appliance Stores Category.

Returned CustomCash Purchases, reversed transactions or charge backs will reduce your CustomCash Points by the number of CustomCash Points you previously received for the CustomCash Purchase. If the CustomCash Points have been redeemed before a CustomCash Purchase is returned, there may be a negative CustomCash Points balance. CustomCash Points may also be deducted from your Account should those CustomCash Points be the product of a fraudulent or unauthorized transaction.

Your Statement will show a summary of your CustomCash Points. CustomCash checks are awarded in \$50 increments. Each CustomCash check will expire three (3) months after its date of issue. We are under no obligation to replace expired, damaged, lost, or stolen CustomCash checks. CustomCash checks may not be used as payment on any account issued or held by us or our affiliates. If, for any reason, you request a stop payment on a CustomCash check, we may, at our sole option, charge you a \$15 Stop Payment Fee. Additional terms, conditions and restrictions of the CustomCash Platinum Rewards MasterCard Plan may be provided on your Statement and on other informational materials we may send to you from time to time. The CustomCash Platinum Rewards MasterCard Plan is void where prohibited by federal, state or local law.

CustomCash Points cannot be redeemed within 36 billing cycles after the billing cycle in which the CustomCash Points were awarded. If you do not make enough CustomCash Purchases in a 36-month period to get 50 CustomCash Points (and thus have your CustomCash Points redeemed through the award of a CustomCash check), following the thirty-sixth billing cycle after each award of CustomCash Points was made, the CustomCash Points awarded in that billing cycle will be forfeited and canceled from your Account. If you previously had a credit card account with us which was converted to this Account, existing Purchases Balances which are transferred to this Account are not eligible for CustomCash Points. Only CustomCash Purchases made with your Card are eligible for CustomCash Points. We may, at any time, add to, amend or change any of the terms, conditions or restrictions of the CustomCash Platinum Rewards MasterCard Plan. The CustomCash Platinum Rewards MasterCard Plan may be discontinued at any time, but CustomCash Points of 50 or more awarded before the date on which CustomCash Purchases no longer qualify for CustomCash Points will be redeemed in increments of 50. After that date and the redemption of your CustomCash Points, we reserve the right to cancel, without compensation to you, your remaining CustomCash Points which total less than 50. If you close your Account or we for any reason do not renew your Card after it expires, or you or we suspend your charging privileges, we reserve the right to discontinue awarding CustomCash Points to your Account. If we or you close your Account or suspend your ability to use your Account to make Purchases, or we for any reason do not renew your Account when it expires, all of your CustomCash Points which are less than 50 on the date your Account is closed, your charge privileges are suspended or your Account expires, will be forfeited and canceled.

In the event that your Account is dormant for more than 12 consecutive billing cycles, all of your CustomCash Points under 50 will be forfeited and canceled. Your Account is *dormant* in a billing cycle when the balance is zero on each day during the cycle and no transactions are posted to your Account on any day during the cycle. If your Account has an Annual Membership Fee and you pay the Annual Membership Fee, that payment will be considered activity and will remove your Account from dormant status.

If your Account is delinquent, you will thereafter be made to be awarded CustomCash Points on CustomCash Purchases you make. Effective at the conclusion of your second consecutive delinquent billing cycle, we will no longer award CustomCash checks to you even if your CustomCash Points total exceeds 50. If you make your required payments and/or reduce your Account balance to below your Total Credit Limit and we in our sole discretion decide to reinstate your Account, you will then be in our sole discretion to award CustomCash Points and be awarded CustomCash checks. If your Account is delinquent for two (2) consecutive billing cycles, all of your unredeemed CustomCash Points will be forfeited and canceled. Your Account is *delinquent* if you fail to make a Minimum Payment (defined in Section 6) by the Payment Due Date (defined in Section 6) or you allow your Account balance to exceed your Total Credit Limit. CustomCash Points have no cash value and may not be used to make a payment on your Account.

6. Statement. We will send you a Statement each month that you have a credit or debit balance of more than \$1, when an Interest Charge has been imposed, or when there has been activity in your Account, unless we deem your Account uncollectible or delinquency collection proceedings have been instituted against you. Your Statement will show the total amount that you owe us (*New Balance*). It will also tell you the minimum payment due to us (*Minimum Payment*) and tell you when payments are due (*Payment Due Date*). Your Statement will also show your Total Credit Limit, the available

amount of your Total Credit Limit for use on the closing date of the billing cycle (*Available Credit*), Cash Advance Limit and Available Cash as of the closing date (*Statement Date*) of the billing cycle. Your Available Credit will be the amount of your Total Credit Limit, minus the sum of: (a) the New Balance, (b) any Purchases, Balance Transfers or Cash Advances which have been authorized but not yet posted to your Account, and (c) the amount of any payments that have not yet cleared as of the closing date of your billing cycle. Unless you notify us within sixty (60) days of receipt, your Statement will be deemed to be correct.

7. Making Payments. You must make a payment every month that you owe a balance on your Account. You may pay the New Balance (which is the entire amount due), or a lesser amount, but you must pay at least the Minimum Payment. Payments must be mailed to the address shown on your Statement. Payments must be accompanied by the return portion of your Statement. Payments received at the address shown on your Statement before 5:00 P.M. Eastern Time will be credited by us for that day. Payments received after this time will be credited for the next business day. If your payment due date is on a day which we do not receive mailed payments, a mailed payment received on the next business day will not be treated as late. Payments can be made only at the address provided on the Statement. There may be a delay in crediting payments received at any location other than the address shown on your Statement until properly received. There may also be a delay in crediting payments received if the return portion of your Statement does not accompany your payment or if the return portion of your Statement is damaged and we are unable to identify your Account number.

Payments must be made in U.S. Dollars drawn on a federally-insured depository institution located in the U.S. **Payments less than or equal to the Minimum Amount Due will be applied in any order that the Bank shall from time to time choose. Generally, payments less than or equal to the Minimum Amount Due are applied to introductory, promotional or low rate balances before the Bank applies payments to balances that are subject to standard or higher rates, regardless of when the transaction is made. Any amount of your payments that is greater than the Minimum Amount Due will be applied first to balances with the highest APR, and then to each successive balance with the next highest APR, until the payment is exhausted.** You agree to this.

By sending a check for payment on your Account, you authorize us to initiate an Electronic Funds Transfer (EFT) from your bank according to the terms of the check. This means we will copy your check before we destroy it and use the account information on it to electronically debit your bank account for the amount of the check. The debit from your bank account will usually occur within 24 hours and will be shown on your bank account statement from which your check was drawn on. You will not receive your original check back. If the EFT cannot be processed for technical reasons, you authorize us to process the copy in place of your original check. If the EFT cannot be completed because of insufficient funds, we may try to make the transfer up to 2 times. If the EFT still cannot be completed because the EFT was derived from your check, this will be treated as if your payment check had been returned to the Bank as unpaid.

Any conditional check, money order or any other instrument tendered with a restrictive endorsement or as a full satisfaction of a disputed debt must be sent to our address for billing error notices shown on each Statement and must conspicuously state on the face of that payment or in an accompanying letter that it is tendered for this purpose. If you make payment in any other way and we accept it, we will not have waived our right to collect any amount from you owed under this Agreement.

In addition to accepting payments by mail, we may permit you to make payments by electronic means, including by telephone or Internet, subject to any terms we may impose on these alternative methods of payment, including charging a fee for such service of which we will inform you at that time. If you choose to pay by any of these means, you agree to pay this service fee.

8. Minimum Payment. If your New Balance is \$30 or less, your Minimum Payment will be the New Balance. Otherwise, it will be the greater of (i) \$30; or (ii) equal to the total billed Interest Charges (excluding Balance Transfer Fees, Cash Advance Fees and Cash Equivalent Transaction Fees), and any billed Late Payment Fees and 1% of the New Balance. Any amount past due and any amount over your Total Credit Limit or Cash Advance Limit may be added to the Minimum Payment. Your Minimum Payment, exclusive of Interest Charges, will be rounded to the nearest whole dollar.

The Bank may change your minimum Amount Due including increasing your Minimum Amount Due subject to applicable Law.

If you exercise your right to cancel contained in a change-in-terms notification, the Bank may increase your Minimum Amount Due. The Bank may require a method in which the minimum periodic payment includes a percentage of the outstanding balance that is twice the percentage required before the increase or a method which incorporates an amortization period of not less than 5 years. The Bank may also choose a method that is no less beneficial to you than the other two methods previously described.

9. Annual Percentage Rate. We calculate the Interest Charge on Purchases, Balance Transfers, Cash Advances, and Cash Equivalent Transactions (each, a Transaction Type) using daily periodic rates which are 1/365th of the corresponding Annual Percentage Rate. Your daily periodic rate and the corresponding Annual Percentage Rate for each Transaction Type (each, a Standard Rate) are shown on your Pricing Addendum and Statement. Your Standard Rates may be either fixed or variable; your Pricing Addendum and Statement disclose whether you have fixed or variable Standard Rates. If your Standard Rates are variable, your Standard Rates may vary monthly and will be reset on the first day of each billing cycle by adding an index (Index) to a margin for each Transaction Type. The Index is determined monthly and it is the three month LIBOR (London Interbank Offered Rate) published in the northeastern edition of *The Wall Street Journal* in its Money Rates table on the first day of the preceding month rounded up to the nearest one-quarter of a percentage point. If the first day of the preceding month is not a business day, the Bank will use the three month LIBOR published on the next business day. If more than one three month LIBOR is published in *The Wall Street Journal* Money Rates table, we will use the highest three month LIBOR. In the event that *The Wall Street Journal* ceases to be published or ceases or otherwise does not publish the three month LIBOR, we may use the three month LIBOR published in any other newspaper of general circulation, or we may substitute a similar index at our sole option. Your margins are shown on your Pricing Addendum. If your Standard Rates are variable, your Standard Rates will increase if the Index increases. Any increase in your Standard Rates will apply to all unpaid Purchases, Balance Transfers and Cash Advances (regardless of the transaction date) and will increase the Interest Charge and your New Balance and may increase the Minimum Payment.

10. Interest Charge. The Interest Charge consists of (a) the application of certain periodic rates to a Daily Balance (*Periodic Interest Charges*) for Purchases, Cash Advances and Balance Transfers (including current transactions) and (b) the Cash Advance Fees and Balance Transfer Fees (*Transaction Fee Interest Charges*), as applicable.

a) **Periodic Interest Charges.**

(i) **In General.** We calculate the Periodic Interest Charge separately for each Transaction Type (Purchases, Balance Transfers, Cash Advances, and Cash Equivalent Transactions) by determining the Daily Balance for each Transaction Type each day, multiplying each Daily Balance by the applicable daily periodic rate and adding them together. If you have a promotional rate in effect, we calculate the Periodic Interest Charge for promotional rate transactions separately in the same manner for the respective Transaction Type to which the promotional rate applies.

(ii) **Determining the Daily Balance.** We determine the Daily Balance for each Transaction Type by (i) taking the beginning balance each day, (ii) adding any new transactions (including any applicable fees and other charges) and other debits, (iii) subtracting payments and other credits, for the Transaction Type, (iv) making any other adjustments, and (v) adding accrued Interest Charges for that day. This gives us the Daily Balance for each Transaction Type. This method results in the daily compounding of Interest Charges. If any day's Daily Balance is a credit balance, we will treat it as a balance equal to \$0.00 when we calculate the Daily Balances for the billing cycle.

(iii) **Total Periodic Interest Charges.** We add together the Periodic Interest Charges for each Transaction Type to determine total Periodic Interest Charges for that billing cycle.

b) **Transaction Fee Interest Charges.** We will charge you the following Transaction Fee Interest Charges (*Transaction Fees*), as applicable: Balance Transfer Fees on Balance Transfers and Cash Advance Fees on Cash Advances.

Transaction Fees are Interest Charges.

c) **Total Interest Charges.** All Transaction Fee Interest Charges charged to your Account during a billing cycle plus total Periodic Interest Charges for that billing cycle equal the total Interest Charge for that billing cycle. There will be a **\$1.50** minimum Periodic **INTEREST CHARGE** in any billing cycle in which a Periodic Interest Charge is due. For the purpose of the minimum Periodic Interest Charge calculation, all Transaction Fee Interest Charges are not included.

d) **Periodic Interest Charges on the Statement.** On the Statement, you will see the "Average Daily Balance" for each Transaction Type. The Average Daily Balance for each Transaction Type is determined by adding up all of the Daily Balances for that Transaction Type and dividing the total by the number of days in the billing cycle. In the case of transactions posted after the end of the previous billing cycle, adding up all of the Daily Balances for those Transaction Types and dividing by the number of days between the respective transaction dates and the end of the current billing cycle. If you multiply the Average Daily Balance for a Transaction Type by that Transaction Type's daily periodic rate, and multiply the result by the number of days in the billing cycle, the total will approximate the Periodic Interest Charges for that Transaction Type attributable to the billing cycle, except for minor variations due to rounding.

Additionally, if you did not pay the New Balance from a previous billing cycle in full, Interest Charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe Interest Charges, even if you pay the entire New Balance indicated on the front of your Statement by the next Statement closing date, but did not do so for the previous month. Unpaid Interest Charges are added to the applicable Transaction Type of your Account. The Periodic Interest Charge may be referred to on the Statement and other places as "interest" or "finance charge."

11. When the Periodic Interest Charge Begins.

a) **Purchases.** Interest Charges for Purchases will begin to accrue on the transaction date and will continue to accrue until payment in full is credited to your account. The transaction date for Purchases is the day you made the Purchase as shown on a Statement. You can avoid paying Periodic Interest Charges on Purchases in any billing cycle if you always pay the entire New Balance on your current Statements by the Payment Due Date (the "grace period"). In addition, if you paid your previous balance in full by the Payment Due Date, you will not be charged any Periodic Interest Charges on any portion of new purchases when they are first billed on your current monthly statement if you make a payment during the month when first billed and we allocate such payment under the allocation scheme (see Section 7) to your new purchases. The Payment Due Date will be at least twenty-one (21) days from the Statement Date.

b) **Balance Transfers and Cash Advances.** There is **no grace period** for Balance Transfers or Cash Advances, unless a special promotional offer applies. You will always pay a Periodic Interest Charge on Balance Transfers and Cash Advances from the transaction date to the date you pay the amount in full. This will be true even if you pay the entire New Balance shown on your Statement by the Payment Due Date for every Statement. The transaction date for Balance Transfers is the day you made the Balance Transfer as shown on a Statement. The transaction date for Cash Advances and related Cash Advance Fees is the day you received the Cash Advance.

12. Credit Balance. If your New Balance is a credit balance, we will refund the amount of the credit to you promptly, if you request us to do so in writing, or as required by law. If you have a credit balance that is less than \$1,000 or such other amount as we may determine, you may be able to request a refund over the telephone. If you have a credit balance at the end of a billing cycle and you have Purchases, Balance Transfers or Cash Advances balances, we may transfer the credit balance to the other balances.

13. Cards, Balance Transfer Checks and Convenience Checks. Any Cards, Balance Transfer Checks or Convenience Checks issued to you belong to us. You agree to sign each Card before you use it. You agree to return your Cards, Balance Transfer Checks and Convenience Checks to us at any time, if we ask you. When you present your Card, we, a merchant, or any other party acting on our behalf can retain your Card, without prior notice to you.

14. Default.

a) **Default Defined.**

If any one of the following events happen, you are in *Default*:

(i) you fail to make a Minimum Payment by the Payment Due Date;

(ii) you exceed either your Cash Advance Limit or your Total Credit Limit;

(iii) you gave us incomplete or false information to get your Account or when we requested additional information from you;

(iv) you make or permit to be made any transaction that is illegal under any state or federal law;

(v) you break any promise you made to us in this Agreement with;

(vi) you become delinquent on one or more accounts you have with us, which in our determination adversely affects your ability to meet your obligations under this Agreement;

(vii) you are not paying your debts as they become due or you become involved in bankruptcy, insolvency, foreclosure, garnishment, repossession or similar proceedings;

(viii) you make a payment that is recorded or dishonored for any reason; or

(ix) we otherwise reasonably believe you won't keep your promises made in this Agreement or pay what you owe.

b) **Bank Remedies for Default.**

(i) If you are in Default, we may do any of the following things:

• The Bank may reduce your Total Credit Limit and/or your Cash Credit Limit, increase your Minimum Payment, close your Account or suspend or terminate credit privileges. If the Bank closes your Account, the Bank may cancel your privilege to make further Purchases, receive Cash Advances, or write Balance Transfer Checks or Convenience Checks.

• If you are in Default, you understand and agree that a negative report reflecting on your Account may be submitted to consumer reporting agencies.

• Apply the Penalty Rate to all Purchases, Balance Transfers and Cash Advances that occur more than 14 days after we provide notice to you.

• If Section 14(b)(i) applies, the Penalty Rate will be applied indefinitely.

(ii) If we do not receive your Minimum Amount Due within 60 days after the Payment Due Date for such payment, the Bank may:

• Apply the Penalty Rate to all your existing balances and all future Purchases, Balance Transfers and Cash Advances.

- If Section 14 (b)(ii) applies and for six consecutive billing cycles following the cycle in which the Penalty Rate is imposed, you comply with all the terms of your Agreement, including, but not limited to, making all required Minimum Payments by their Payment Due Dates, the Bank will reinstate your Annual Percentage Rate on Purchases, Balance Transfers and Cash Advances.

(iii) Before we apply a Penalty Rate, we will provide notice to you as required by applicable law. The notice will describe the Penalty Rate, its duration and which outstanding and/or future transaction to which the Penalty Rate will apply.

15. Collection Costs. If you are in Default, we may refer your Account for collection or take any other actions permitted by this Agreement or applicable law. If we do, you agree to pay the reasonable fees and expenses of our collection agency or other person collecting your Account, as permitted by law. We may also sue you to collect the amount due. If we do that, you agree to pay all court costs and expenses of collection, including reasonable attorneys' fees as allowed by law.

16. Account Fees. You agree to pay the following Account Fees, as applicable. Each of the Account Fees, except Cash Advance Fees, are treated as Purchases when charged to your Account. Cash Advance Fees are treated as Cash Advances when charged to your Account.

a) Transaction Fees.

(i) **Cash Advance Fee.** For each Cash Advance, we will charge your Account a fee (Cash Advance Fee) up to **three percent (3%)** of the U.S. Dollar amount of the Cash Advance, but not less than a minimum Cash Advance Fee of **\$10**. This fee is an **INTEREST CHARGE**. We charge Cash Advance Fees in addition to Periodic Interest Charges.

(ii) **Balance Transfer Fee.** Unless a special promotional offer or other offer applies, we will charge your Account a Balance Transfer Fee for each Balance Transfer in an amount up to **four percent (4%)** of the U.S. Dollar amount of the Balance Transfer, but not less than a minimum Balance Transfer Fee of **\$10**. This fee is an **INTEREST CHARGE**. We charge Balance Transfer Fees in addition to Periodic Interest Charges.

(iii) **Cash Equivalent Transaction Fee.** Cash Equivalent Transactions are those transactions performed using a merchant or service provider that Visa or MasterCard identifies as a seller of travelers checks, foreign currency, money orders, wire transfers, lottery tickets, funds used for wagers or gambling, or similar products or services. For Cash Equivalent Transactions, we will charge your Account a Cash Equivalent Transaction Fee equal to the greater of **five percent (5%)** of the Cash Equivalent amount or **\$20**. This fee is an **INTEREST CHARGE**. We charge Cash Equivalent Transaction Fees in addition to Periodic Interest Charges.

b) Other Account Fees.

(i) **Annual Membership Fee.** Please refer to your Pricing Addendum to determine if an Annual Membership Fee applies to your Account.

(ii) **Card Replacement Fee.** If we replace a stolen, lost or damaged Card, we may charge your Account a Card Replacement Fee of **\$10**. We may charge additional fees for expedited or overseas delivery of your replacement Card.

(iii) **Late Payment Fee.** We may charge your Account a Late Payment Fee if we do not receive your Minimum Payment by the Payment Due Date. Your Late Payment Fee is **\$25** for the first occurrence and up to **\$35** for additional occurrences during the next six billing cycles. In no event will your Late Payment Fee exceed the Minimum Payment. No late fee will be assessed if your Minimum Payment is less than \$30.

(iv) **Copy Fee.** We may charge your Account a Copy Fee of **\$5** for each page of photocopy of any sales slip or other record of your Account plus **\$30** per hour for the time it takes our employees or agents to make the copies, to the extent permitted by law.

(v) **Stop Payment Fee.** We may charge your Account a Stop Payment Fee of **\$29** when you request that we stop payment of a check you have requested under Section 4 of this Agreement (including Balance Transfer Checks and Convenience Checks). You may make a stop payment request by calling us TOLL FREE at 1-800-426-1114 or by writing to: Credit Card Services – Customer Service, P.O. Box 7092, Bridgeport, CT 06601. We will accept a stop payment order only if we have reasonable time to act on the order before we pay the item or become legally obligated to do so.

17. Foreign Transaction/Currency Conversion. If you use your Card or Account in another country to obtain cash or to purchase goods or services in a currency other than U.S. Dollars, MasterCard or Visa (whichever applies) will convert the amount of the charge in foreign currency into a U.S. Dollar amount. To make this conversion, MasterCard or Visa will use the procedure set forth in their respective operating rules. MasterCard and Visa may change the procedures from time to time at their discretion. Those rules provide that MasterCard or Visa may make the conversion to U.S. Dollars using either a (a) government-mandated rate or (b) rate selected by Visa or MasterCard as applicable, from a range of rates available in wholesale currency markets. In either case, the rate used will be the rate in effect on the applicable central processing date Visa or MasterCard as applicable, processes the transaction. You agree to accept and pay the U.S. Dollar amount converted from a foreign currency as provided in this Section.

For Visa Card transactions, if a credit is subsequently given for a transaction, Visa will use the currency conversion procedure described above. The currency conversion rate in effect on the original transaction date may differ from the rate in effect on the date the transaction credit was issued. This means that the amount of the credit may be different from the amount that was originally charged to your Account for the transaction.

For MasterCard Card transactions, if a credit is subsequently given for a transaction, MasterCard will use the currency conversion procedure described above. The currency conversion rate on the original transaction date may differ from the rate in effect on the date the transaction credit was issued. This means that the amount of the credit may be different from the amount that was originally charged to your Account for the transaction.

18. Changing Terms of Agreement. We may change terms of this Agreement at any time. If required by applicable law, we will provide notice of the change to you before the effective date of the change.

19. Notices. You promise to notify us promptly of any change in your address. We will send Statements and notices to your last known address. If there are two or more persons obligated under this Agreement, we can send Statements and notices to any one of these persons.

20. Lost or Stolen Cards/Unauthorized Use. You will not be liable for the use of your Card that occurs after the loss, theft or unauthorized use of your Card, provided that you notify us of such loss, theft or possible unauthorized use within a reasonable period of time after you knew or should have known of such loss, theft or possible unauthorized use. To report loss, theft or unauthorized use call TOLL FREE 1-800-443-0164. If you fail to notify us within a reasonable period of time after such loss, theft or unauthorized use, your liability will not exceed \$50.

21. Applicable Law. This Agreement and the use of your Account are governed by, and interpreted under, federal law (including but not limited to the laws, rules and regulations applicable to national banks), the United States Arbitration Act and, to the extent not governed or preempted by federal law, Connecticut law, applicable to contracts made and to be performed in Connecticut without reference to principles of conflict of laws. The legality, enforceability and interpretation of this Agreement and the amounts contracted for, charged and received under this Agreement will be governed by such laws. We accept this Agreement in Connecticut. Decisions about granting credit to you and all credit extended under this Agreement are made by us from Connecticut. Federal and Connecticut law also apply to any controversy, claim or dispute arising from or relating in any way to the subject matter of this Agreement or your Account, including statutory, equitable and tort claims. If any part of this Agreement becomes invalid under applicable law, the remainder of this Agreement will remain valid and in effect. If your Account is subject to a law setting maximum loan, rates, fees or charges which is finally interpreted so that the charges on your Account would exceed permissible limits, then any such charge will be reduced (including retroactively) to permitted limit and any amounts collected from you exceeding those limits will be refunded to you.

22. Delayed Enforcement. We can delay enforcing any of our rights under this Agreement without losing any of them.

23. Assignment. We may at any time, and without notice to you, sell, assign or transfer your Account, any amount due on your Account, this Agreement or our rights and obligations under your Account or this Agreement to any person or entity. The person or entity to whom we make any such sale, assignment or transfer is entitled to all of our rights and subject to all of our obligations under this Agreement, to the extent sold, assigned or transferred.

24. Cancellation. Even if you are not in Default, we may at any time (a) reduce your Total Credit Limit and Cash Advance Limit, (b) close your Account, (c) cancel or suspend your privileges to make further Purchases and Balance Transfers or obtain Cash Advances, or (d) cancel or suspend any Account privileges or benefits. We can also reissue a different Card to you at any time.

When your Account is closed, you must contact anyone authorized to charge transactions to your Account, such as Internet service providers, health clubs or insurance companies. These transactions may continue to be charged to your Account until you change the billing. Also, if we believe you have authorized a transaction or are attempting to use your Account after you have requested to close the Account, we may allow the transaction to be charged to your Account and you will be responsible for payment under the terms of this Agreement.

If you open a Joint Account, any one of you who is a Joint Account holder may close your Account at any time by (i) sending a written request to close your Account signed by that person to: Credit Card Services – Customer Service, P.O. Box 7092, Bridgeport, CT 06601 or (ii) calling TOLL FREE 1-800-426-1114. We may immediately close your Account after we receive such a request without giving notice to the other Joint Account holders. You agree you will not hold us responsible for any costs, damages or inconvenience you suffer as a result of the closing of your Account by any Joint Account holder.

If you or any Joint Account holder closes your Account or if we close your Account, you may not make any further Purchases and Balance Transfers or obtain Cash Advances. If you use your Account and we either by mistake or otherwise extend credit to you after your Account has been closed, you remain responsible for paying those charges. If we, you, or a Joint Account holder closes your Account, we may, at our option, require you to pay the entire Balance of your Account at once or permit you to pay the Balance in monthly payments as provided in this Agreement or otherwise as we determine. We will not charge your Account an Annual Membership Fee after it is closed. Other Account Fees such as a Late Payment Fee will apply, as applicable. If any Joint Account holder decides to close your Account after the Annual Membership Fee is billed, we will remove the fee from your Account provided your Account is closed within 30 days after we mailed your Statement on which the fee was charged to your Account. You may pay any Balance due on your Account in full at any time.

25. Questions. Write to: Credit Card Services – Customer Service, P.O. Box 7092, Bridgeport, CT 06601 or call TOLL FREE 1-800-426-1114 if you have any questions about your Account or this Agreement. A telephone call will not preserve your rights under federal law.

26. Force Majeure. Except as otherwise required by applicable law, we are not responsible and will incur no liability to you for any failure, error, malfunction or any delay in carrying out any of our obligations under this Agreement if any such failure, error, malfunction or delay results from causes beyond our reasonable control.

27. Credit Reporting Notice, Messages and Liability. We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. You authorize us to collect information about you including credit reports from consumer reporting agencies. If you believe we have furnished inaccurate or incomplete information about you or your Account to a credit reporting agency, write to us at: Disputes, P.O. Box 7092, Bridgeport, CT 06601. Please include your name, address, home phone number and Account number, and explain what you believe is inaccurate or incomplete. You agree to accept calls or text messages from us, or anyone acting on our behalf, to any number you provide or to any number at which we reasonably believe that we may contact you (including calls and text messages to mobile, cellular and similar devices). You agree that the calls may be monitored and/or recorded or may use autodialing and/or recorded messages. You agree that calls concerning your Account are not unsolicited. You also agree to receive emails from us to any address where we reasonably believe that we may contact you. We are not liable for any refusal to honor your Account. This can include a refusal to honor your Card or Account or any check written on any transaction on your Account. We are not liable for any retention of your Card by us, any other financial institution, or any provider of goods or services.

We cannot ensure against unauthorized inquiries about or access to your Account or Account information. You agree that so long as we are complying with applicable law and regulation that we will not be responsible or liable for the release of information to anyone who has gained access to your Account or Account information.

28. Your Billing Rights: Keep this Document for Future Use
This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at: Credit Card Services – Disputes, P.O. Box 7092, Bridgeport, CT 06601-3211

In your letter give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors **in writing**. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we investigate, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.

- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within **10 days** telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your 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 purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us **in writing** at: Credit Card Services – Disputes, P.O. Box 7092, Bridgeport, CT 06601-3211.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

INTEREST RATES AND INTEREST CHARGES

Annual Percentage Rate (APR) for Purchases	12.99% . This APR will vary with the market based on LIBOR.* Introductory APRs with varying durations may be available on some accounts.
APR for Balance Transfers	12.99% . This APR will vary with the market based on LIBOR.* Introductory APRs with varying durations may be available on some accounts.
APR for Cash Advances	21.99% . This APR will vary with the market based on LIBOR.*
Penalty APR and When It Applies	Up to 29.99% . This APR may be applied to your account if you: (1) Fail to make the minimum payment by the payment due date; (2) Exceed your Cash Advance Limit or your Total Credit Limit; (3) Provide false information to us; (4) Use the Account for an illegal transaction; (5) Do not pay debts (including other accounts with us) when due; (6) Make a payment that is returned or dishonored, or; (7) Fail to keep a promise under the agreement or we believe you will not keep a promise, including making payments. How Long Will the Penalty APR Apply? If your APRs are increased due to any default (as described above), the Penalty APR will apply indefinitely.
Paying Interest	Your due date is at least 21 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date of each month. You will pay interest on Cash Advances, Balance Transfers and Convenience Checks from the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.50.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.

FEES

Annual Fee	\$85
Transaction Fees • Balance Transfer • Cash Advance • Foreign Transaction	Either \$10 or up to 4% of the amount of each transfer, whichever is greater. Cash Loans, ATM Loans, and Convenience Checks: Either \$10 or up to 3% of the amount of each advance, whichever is greater. Cash Equivalent Transactions: Either \$20 or 5% of the amount of each advance, whichever is greater. None
Penalty Fees • Late Payment • Returned Payment • Over-the-Credit Limit	Up to \$35 None None

How We Will Calculate Your Balance: We use a method called "average daily balances (including new purchases)." See Cardholder Agreement for more details.

Loss of Introductory Rate: We may end your introductory APR and apply the Penalty APR if any event included in the description of above Penalty Rate applies.

* Your APR for Purchases and Balance Transfers may vary monthly and will be reset on the first day of each billing cycle by adding the Index to a margin of 12.74 percentage points. The APR for Cash Advances is determined monthly by adding the Index to a margin of 21.74 percentage points. The Index is determined monthly and it is the three month LIBOR (London Interbank Offered Rate) published in the northeastern edition of *The Wall Street Journal* in its Money Rates table on the first day of the preceding month rounded up to the nearest one-quarter of a percentage point. If the first day of the preceding month is not a business day, the Bank will use the three month LIBOR published on the next business day.

The information about the costs of the card described in this application is accurate as of March 31, 2014. This information may have changed after that date. To find out what may have changed, call us toll-free at 1-800-426-1114 or write us at Credit Card Services, P.O. Box 7092, Bridgeport, Connecticut 06601-7092.