RBC Bank

RBC BANK® CREDIT CARD DISCLOSURES AND CARDHOLDER AGREEMENT

27258 (09/2014)

Summary of Credit Terms		
INTEREST RATES AND INTEREST CHARGES	**Visa Signature‡ Rewards Visa‡ Platinum Rewards**	**Visa Signature Rewards Plus Visa Platinum Rewards Plus**
Annual Percentage Rate (APR) for Purchases and Balance Transfers	If applicable, **0.00%**[1] introductory APR for six months when you open your account. See disclosures accompanying Card(s) for applicability of fixed introductory APR. After that, your APR will be **9.99%** to **19.99%** for Visa Platinum accounts, and **11.24%** to **19.99%** for Visa Signature accounts, based on your credit worthiness. This APR will vary with the market based on the Prime Rate.[2]	
APR for Cash Advances	**19.99%** This APR will vary with the market based on the Prime Rate.[3]	
Paying Interest	Your due date is at least 21 days after your account statement is mailed or otherwise delivered to you. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. There is no grace period for balance transfers or cash advances.	
Minimum Interest Charge	If you are charged interest, the charge will be no less than **$1.00**.	
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 **consumerfinance.gov**.	

FEES	**Visa Signature Rewards**	**Visa Platinum Rewards**	**Visa Signature Rewards Plus**	**Visa Platinum Rewards Plus**
Annual Rewards Program Fee	**$0**	**$0**	**$75**[4]	**$55**[4]
			NOTICE: This fee may be assessed before you begin using your card and will reduce the amount of credit you initially have available. For example, if you have a Visa Platinum account and are assigned the minimum credit limit of $500, your initial available credit will be only $445.	
Transaction Fees • **Balance Transfer** • **Cash Advance** • **Foreign Transaction**	• Either **$10** or **3%** of each Balance Transfer, whichever is greater (after the end of the introductory period, the maximum fee is $99).[5] • Either **$5** or **3.5%** of the amount of each Cash Advance, whichever is greater. • **Signature: 1.5%** of the U.S. Dollar amount of the foreign transaction regardless of whether the transaction is made in U.S. Dollars or in a foreign currency. • **Platinum: 3%** of the U.S. Dollar amount of the foreign transaction regardless of whether the transaction is made in U.S. Dollars or in a foreign currency.			
Penalty Fees • **Late Payment** • **Returned Payment**	• Up to **$35**. • Up to **$35**.			

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

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your Cardholder Agreement.

[1] Introductory APR: If applicable, the fixed introductory APR applies to purchases and balance transfers for the first 6 monthly billing cycles following the date your account is established. Thereafter, the APR for all outstanding indebtedness and new balances relating to purchase and balance transfer transactions will be the then-applicable variable APR.

[2] Prime Rate: As published in the Wall Street Journal, Eastern Edition, on the 20th day of the preceding month; current rate is 3.25% as of September 15, 2014.

[3] The APR for Cash Advances will be the Prime Rate plus 16.74%.

[4] Annual Fee waived for Private Banking customers and RBC Bank employees.

[5] The Balance Transfer fee has no maximum during the introductory period (first 6 monthly billing cycles); thereafter, this fee will be a maximum of $99 per Balance Transfer.

You understand that this offer to establish a credit card account is on behalf of RBC Bank, 3475 Piedmont Road NE, Suite 550, Atlanta, GA 30305. If an account is opened, the lender on the account will be RBC Bank (Georgia), N.A. (hereafter, "we," "us," or "RBC Bank"). You understand that the use of any card issued in connection with this offer will constitute your acceptance of and will be subject to the terms and conditions of the Cardholder Agreement that will be sent with the card. You agree to be responsible for all charges incurred according to the Cardholder Agreement. You understand that the terms of your account are subject to change as provided in the Cardholder Agreement.

We may communicate information about our experiences and transactions with you to consumer reporting agencies and third parties, to the extent permitted by law. At certain income and credit line levels, proof of employment or income verification may be required.

This information was printed in September 2014 and was accurate as of that date and is subject to change after that date. Call RBC Bank at 1-888-257-6837 to find out what may have changed.

LOSS OR THEFT OF CARD:

You must notify us promptly in the event of loss or theft of your Card. You may be liable for the unauthorized use of your credit card. However, you will not be liable for unauthorized use that occurs after you notify us orally or in writing of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed $50 for each occurrence of loss or theft.

To report a lost/stolen Card call: **1-888-257-6837**. State that you are reporting a lost/stolen card. Please have your Account number ready. Or write to us at:

RBC Bank Cardholder Services, P.O. Box 869
Buffalo, NY 14240-0869

QUESTIONS OR FURTHER INFORMATION:

To have your questions answered or for further information, please contact RBC Bank Card Customer Service toll free at:

1-888-257-6837

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RBC Bank

RBC BANK CARDHOLDER AGREEMENT

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1. **Your Account and Agreement.** This RBC Bank credit card account **("Account")** is provided by RBC Bank (Georgia), N.A. subject to the terms of this Cardholder Agreement **("Agreement")**. Your application for the Account, or your response to a solicitation for the Account, is part of the Agreement. Please read this Agreement and keep it for your records. You agree to the terms and conditions of this Agreement when you accept, sign or use your Card or the Account. Please sign the back of your Card when you receive it. You will be bound by this Agreement even if you do not sign your Card. If we have issued a Card to you, provided you with a renewal or replacement Card, or provided you with Convenience Checks, and you keep or use the Card or Convenience Checks or otherwise access your Account, it means that you understand and agree to be bound by the terms of this Agreement. In this Agreement the words "you," "your" and "yours" mean the Cardholder(s). The words "we," "us," "our," "Bank" and "RBC Bank" mean RBC Bank (Georgia), N.A. Please also refer to the Disclosure Statement which accompanies this Agreement and to all other disclosure documents which we provide to you from time to time. Capitalized terms not otherwise defined herein are defined in the Glossary of Terms at the back of this Agreement.

2. **Using your Account.** Provided that your Account is in good standing, you may draw on it by using your Card wherever the Card is accepted and up to the maximum amount we have set as your Credit Limit. You promise to use your Account only for valid and lawful transactions. It is not our responsibility to make sure that you use your Account only for permissible transactions, and you will remain responsible for paying for a transaction even if it is not permissible. You authorize us to pay for and charge your Account for all transactions made on your Account. You will pay us for the amounts you charge on your Account plus any Finance Charges imposed on these amounts and any other charges. These amounts will be payable in United States Dollars. You are liable for all credit obtained under your Account, whether obtained by you or by another user of your Account.

You can use your Card for the following types of transactions:

- ***Purchases:*** You may use your Card to pay for goods or services.
- ***Balance Transfers:*** You may transfer balances from other accounts or loans with other credit card issuers or other lenders to your Card, or other Balance Transfers we allow. But you may not transfer balances to your Card from other accounts with us or any of our related companies. If a portion of a requested Balance Transfer will exceed your available Credit Limit, we may process a partial Balance Transfer up to your available Credit Limit.
- ***Cash Advances:*** By using the Card together with a Personal Identification Number ("**PIN**"), you may obtain Cash Advances at any automated teller machine ("**ATM**") that allows you to use the Card. You may also obtain Cash Advances from financial institutions, businesses or merchants that accept the Card. If your Card is used to obtain a Cash Advance, you are deemed to have authorized the transaction. If you use your Card for tax payments, use Convenience Checks, or make other similar cash like charges, these will be treated as Cash Advances.
- ***Convenience Checks:*** Either we may provide you or you may request Convenience Checks as a way to use your Account. Except as otherwise provided in the disclosure documents with such Convenience Checks, all transactions using Convenience Checks will be treated as Cash Advances and will be subject to the terms of this Agreement that apply to Cash Advances.

Without further notice and as allowed by applicable law, we may place limits on or stop your ability to make Balance Transfers or Cash Advances on your Account. You may charge an amount to your Account

without presenting the Card (such as for mail order, internet, or telephone Purchases or Cash Advances), and such transactions will be treated the same as if you had presented the Card and signed a Purchase or Cash Advance draft receipt.

3. **Loss, Theft or Unauthorized Users.** You will tell us immediately by telephone or in writing about any actual or suspected loss, theft or Unauthorized use of your Card, Account, PIN, or a Convenience Check. We will consider all transactions charged to your Account as having been authorized by you until you advise us otherwise. To report such a loss, theft, or unauthorized use, you may call us toll-free or write us at:

1-888-257-6837
RBC Bank Cardholder Services, P.O. Box 869
Buffalo, NY 14240-0869

If your Card is lost or stolen, you may be liable for the Unauthorized use of your Card that occurs before you notify us; however, your liability will not exceed $50 for each loss or theft. If your Card and PIN are used together to complete a transaction before you notify us that your Card is lost or stolen, you will be liable for the full amount of the transaction plus any Finance Charge. Once you notify us that your Card is lost or stolen, you will not be liable for any subsequent Unauthorized transactions using your Card. You will be required to identify the Unauthorized charges on your Account. We may ask you to help with our investigation by providing us information in writing regarding the loss, theft or Unauthorized use.

Keep Your PIN Confidential: You agree to keep your PIN confidential and separate from your Card at all times. If you fail to do this, or if you select a PIN which can be easily discovered, or if you keep your Card and your PIN in a way that would enable an Unauthorized person to use them together, you will be liable for all debt, including Finance Charges and other charges, arising from their Unauthorized use.

4. **Authorized Users.** If you allow someone to use your Account, that person will be an Authorized User. You should think carefully before allowing anyone to become an Authorized User because you are allowing that person to use the Account as you can. Each Authorized User must adhere to the terms and conditions of this Agreement. You will remain responsible for the use of your Account and each Card issued on your Account according to the terms of this Agreement. This includes your responsibility for paying all charges on your Account made by an Authorized User. You may request an additional Card for use by an Authorized User on your Account. If you do so, this Account may appear on the credit report of that Authorized User. If you have previously authorized someone to use your Card or Convenience Checks, and have subsequently withdrawn your authorization, you will continue to be liable for all debts incurred by that person's Unauthorized use of your Card. You must notify us to terminate an Authorized User's permission to use your Account. If you notify us, we may close the Account and/or issue a new Card or Cards with a different Account number. You should also recover and destroy any Cards, Convenience Checks or any other means of access to your Account from that Authorized User.

5. **Credit Limit.** You agree that the outstanding balance on your Account will not exceed your Credit Limit. The Credit Limit will be indicated in a separate disclosure document and/or on your monthly statement. You may request a Credit Limit increase by calling us toll-free at **1-888-257-6837**. We may, but are not required to, authorize charges that go over your Credit Limit. You must pay any amount over your Credit Limit immediately upon our request. Subject to applicable law and at our discretion, we may increase, reduce or cancel your Credit Limit or allow you to exceed your Credit Limit without giving notice to you. However, if you have asked us not to do so, we will not increase your Credit Limit. A change to your Credit Limit will not affect your obligation to pay us. We reserve the right to refuse to honor any use of the Card or Convenience Checks which would cause you to exceed your Credit Limit.

6. **Impermissible Transactions.** You agree not to make or permit to be made any illegal or unlawful transactions on your Account through the use of a Card, a Convenience Check or any other manner. You also agree not to use your Account for Purchases or Cash Advances in any country that is subject to economic sanctions imposed by the United States, and you understand that any attempted use of your Account in such countries will be blocked. You also agree that a Card, Convenience Check or your Account may not be used in connection with online (e.g., internet) gambling or to fund any account that is set up to facilitate online gambling by you or any other person.

7. **Account Statement.** We will send you a monthly Account statement if there has been a transaction on your Account during the Billing Cycle, you have a debit or a credit New Balance of more than $1.00, or a Finance Charge is imposed during the Billing Cycle. The number of days in the Billing Cycle shown on each Account statement may vary as a result of the different number of days in each month, but the payment due date will be a fixed day each month. We will send Account statements only to the primary Cardholder.

8. **Payments.** You have the option of paying in full the New Balance shown on each monthly statement or paying it in installments that will be at least the amount of the minimum payment ("**Minimum Payment**"). If your New Balance is $15 or less, your minimum payment will be the New Balance. Otherwise, your minimum payment will be the sum of any past due amounts plus the greater of the following amounts: (a) $15 or (b) the sum of (i) new daily Periodic Rate interest charges plus new Balance Transfer transaction fees, new Cash Advance transaction fees, and any other new fees and charges, (ii) plus 1.5% of your New Balance (excluding any new daily Periodic Rate interest charges and any new Balance Transfer transaction fees, new Cash Advance transaction fees, and other new fees or charges). If you pay more than the minimum payment shown on your monthly statement, you still must make the minimum payment each month until you have fully paid what you owe. Payments may be made via the following methods:

Available Payment Methods:

(a) Using RBC Bank Online Banking – Bill Pay;
(b) Over the telephone at **1-888-257-6837**;
(c) By United States Mail addressed as follows:

RBC Bank Cardholder Services
P.O. Box 981350
Boston, MA 02298-1350

9. **Application of Payments.** We may allocate the amount of any minimum payment you make on your Account in the manner we, in our sole discretion, deem appropriate, unless applicable laws mandate a specific order for the application of such payments. We will allocate any payments you make on your Account in excess of the minimum payment to balances with the highest ANNUAL PERCENTAGE RATE and then to each successive balance bearing the next highest ANNUAL PERCENTAGE RATE.

10. **Grace Period.** The due date for your payment will be at least 21 days after your Account statement is mailed or otherwise delivered to you. You will be entitled to a grace period free from interest for Purchases first appearing on your most recent Account statement if you paid the amount of the New Balance on your previous Account statement by the due date and you pay the amount of the New Balance on your most recent Account Statement by the due date. There is no grace period for Balance Transfers or Cash Advances.

11. **Calculation of Interest.** The ANNUAL PERCENTAGE RATES applicable to your Account are shown on the Disclosure Statement and other disclosure documents which accompany this Agreement and your Card(s). The same ANNUAL PERCENTAGE RATE will apply to both Purchases and Balance Transfers, while a different ANNUAL PERCENTAGE RATE will apply to Cash Advances. Each ANNUAL PERCENTAGE RATE is determined by adding a margin to the Prime Rate. The "**Prime Rate**" is the highest prime rate as published in the Money Rates column of the Wall Street Journal, Eastern Edition, on the twentieth day of each month, or the next business day if the twentieth day is not a business day. The Prime Rate is used to determine the applicable ANNUAL PERCENTAGE RATE for the Billing Cycle beginning in each immediately following calendar month. For example, for a Billing Cycle with a beginning date in November, the ANNUAL PERCENTAGE RATE applicable during that Billing Cycle will be determined by the Prime Rate on October 20 of the preceding month. The ANNUAL PERCENTAGE RATE may change from time to time based on movements up or down of the Prime Rate. Any change in the ANNUAL PERCENTAGE RATE will equal the up or down movement in the Prime Rate; it will be effective as of the beginning date of the Billing Cycle following the change as provided in this paragraph; and it will apply to all Purchases, Balance Transfers, and Cash Advances that are subject to a Finance Charge and other balances and transactions subject to a Finance Charge. Any increase to the Prime Rate may result in an increase in: (a) the interest charges for Purchases, Balance Transfers, and Cash Advances; (b) your minimum payment; and (c) the outstanding balance on your Account. We reserve the right to choose a comparable new index if the Prime Rate is no longer available for our use.

Interest on each balance in your Account is calculated using the average daily balance method. The minimum interest charge, if any, imposed on your Account will be at least **$1.00**.

For Purchases: If you paid the amount of the New Balance on your previous Account statement by the due date and you pay the amount of the New Balance on your most recent Account Statement by the due date, you are entitled to a grace period, and no Finance Charge will be imposed on Purchases made during the current Billing Cycle. Otherwise, a Finance Charge consisting of interest will be imposed at the daily Periodic Rate on the average daily balance for Purchases included in the New Balance on your Account statement. If you are entitled to a grace period on Purchases first appearing on your most recent Account statement but you pay less than the amount of the New Balance shown on your most recent Account statement, we will charge interest on the remaining unpaid Purchase balance from the beginning of the current Billing Cycle. If you are not entitled to a grace period on Purchases, we will charge interest on Purchases from the date each Purchase is made. The average daily balance is calculated at the end of the Billing Cycle of your most recent Account statement by adding together the daily balance of Purchases at the end of each day during the Billing Cycle and then dividing the sum by the number of days in the Billing Cycle. The daily balance of Purchases is calculated by taking the beginning Purchase balance each day; adding all new Purchases, promotional transactions treated like Purchases, interest on Purchases, and fees; and subtracting any payments or credits. To calculate the interest charged for the month, you multiply the average daily balance by the daily interest rate (obtained by taking the applicable ANNUAL PERCENTAGE RATE and dividing by the number of days in a year (365)), and then multiply the result by the number of days in the Billing Cycle.

For Balance Transfers: There is no grace period for Balance Transfers, and we will charge a Finance Charge on your Balance Transfers from the date each Balance Transfer is made. A Finance Charge consisting of interest will be imposed at the daily Periodic Rate on the average daily balance for Balance Transfers included in the New Balance on your Account statement. The average daily balance is calculated at the end of the Billing Cycle of your most recent Account statement by adding together the daily balance of Balance Transfers at the end of each day during the Billing Cycle and then dividing the sum by the number of days in the Billing Cycle. The daily balance of Balance Transfers is calculated by taking the beginning Balance Transfer balance each day; adding all new Balance Transfers, promotional transactions treated like Balance Transfers, interest on Balance Transfers, and any Balance Transfer transaction fees; and subtracting any payments or credits. To calculate the interest charged for the month, you multiply the average daily balance by the daily interest rate (obtained by taking the applicable ANNUAL PERCENTAGE RATE and dividing by the number of days in a year (365)), and then multiply the result by the number of days in the Billing Cycle.

For Cash Advances: The **ANNUAL PERCENTAGE RATE** applicable to Cash Advances on your Account will be **the Prime Rate plus 16.74%.** There is no grace period for Cash Advances, and we will charge a Finance Charge on your Cash Advances from the date each Cash Advance is made. A Finance Charge consisting of interest will be imposed at the daily Periodic Rate on the average daily balance for Cash Advances included in the New Balance on your Account statement. The average daily balance is calculated at the end of the Billing Cycle of your most recent Account statement by adding together the daily balance of Cash Advances at the end of each day during the Billing Cycle and then dividing the sum by the number of days in the Billing Cycle. The daily balance of Cash Advances is calculated by taking the beginning Cash Advance balance each day; adding all new Cash Advances, promotional transactions treated like Cash Advances, interest on Cash Advances, and any Cash Advance transaction fees; and subtracting any payments or credits. To calculate the interest charged for the month, you multiply the average daily balance by the daily interest rate (obtained by taking the applicable ANNUAL PERCENTAGE RATE and dividing by the number of days in a year (365)), and then multiply the result by the number of days in the Billing Cycle.

12. **Transaction Fees.** The following transactions are subject to the transaction fees described:

Balance Transfers: For each Balance Transfer and any promotional transaction treated like a Balance Transfer, we will assess a Balance Transfer transaction fee equal to **the greater of $10 or 3%** of the amount of the Balance Transfer, but not more than **$99** except during an introductory period **when there is no maximum limit**. Balance Transfer transaction fees will be added to the Balance Transfer balance on your Account.

Cash Advances: For each Cash Advance (including the use of an ATM or a Convenience Check) and any promotional transaction treated like a Cash Advance, we will assess a Cash Advance transaction fee equal to **3.5%** of the amount of the Cash Advance, but not less than **$5**. Cash Advance transactions fees will be added to the Cash Advance balance on your Account.

Foreign Currency and Out of Country Transactions: Outside the 50 states of the United States, the District of Columbia, Puerto Rico and the U.S. Virgin Islands, you may use your Card for Purchases from merchants or to receive a Cash Advance (other than a Convenience Check) in either foreign currency or U.S. dollars. Visa International will convert to U.S. dollars any charge or credit made to your Account in currency other than U.S. dollars. The conversion will be pursuant to applicable Visa regulations in effect from time to time. Currently, the exchange rate between the transaction currency and the billing currency used for processing international transactions is (i) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or (ii) the government-

mandated rate in effect for the applicable central processing date. We will charge a transaction fee of **1.5%** of the amount of each out of country Signature card Purchase or Cash Advance, or **3.0%** of the amount of each Platinum card Purchase or Cash Advance, regardless of whether the Purchase or Cash Advance is made in a foreign currency or U.S. dollars. We will post to your Account the total amount of the transaction in U.S. dollars. The exchange rate may differ from the rate in effect on the date of the transaction. These processing and transaction fees will be added to the Purchase balance on your Account.

13. **Other Fees and Charges.** To the extent permitted by applicable law, the following fees and charges may be added to your Account as appropriate:

Late Payment Fee: If we do not receive a required minimum payment by its due date as shown on your Account statement, we will add a Late Payment fee of $25 to the Purchase balance of your Account on the first business day following such due date. A Late Payment fee of $35 will be charged for any further minimum payments not paid by the due date during the next six Billing Cycles. The Late Payment fee may be reduced or waived in accordance with applicable law.

Returned Payment Fee: We will add a $25 Returned Payment fee to the Purchase balance of your Account if a financial institution returns your personal or other nonofficial payment to us unpaid. This fee will be imposed, even if your payment is later presented and paid by your financial institution. A Returned Payment fee of $35 will be charged for any further payments returned as unpaid during the next six Billing Cycles. The Returned Payment fee may be reduced or waived in accordance with applicable law.

Stop Payment Fee: We will add a **$29** Stop Payment fee to the Purchase balance of your Account if you ask us to stop payment on any Convenience Check drawn on your Account.

Documentation Fee: We will provide copies of billing statements, sales drafts, and payment instruments (**"Items"**) to you upon request. If you request copies of more than two Items during a Billing Cycle, we will impose a fee up to **$5** for each additional copy of an Item unless prohibited by applicable law. This fee will be added to the Purchase balance of your Account. We will not impose any fee if your request is made in connection with written notice of a billing error.

Annual Fee: We may require an annual fee for certain cards that provide accelerated rewards. See the Disclosure Statement accompanying this Agreement for details.

14. **Special Promotional Offers.** From time to time, we may offer special rates (such as lower interest rates or fee waivers) through Balance Transfer or other promotional programs. If you take advantage of one of these promotional programs, the resulting balance will be subject to the terms made in that specific promotional offer. Promotional offers may be treated as either Balance Transfer or Cash Advance transactions. Each offer will provide details about the terms of the promotion, including the ANNUAL PERCENTAGE RATE and the corresponding daily Periodic Rate used in determining your interest charge, any transaction fees, the effective dates, and any grace period. These promotional programs or introductory rates will be in effect for at least six (6) billing cycles. Convenience Checks, Balance Transfer checks, and other promotional programs may not be used to pay all or any portion of any outstanding balance or other obligation you owe us or our affiliates. We reserve the right to decline any standard ANNUAL PERCENTAGE RATE Balance Transfer transactions (including Balance Transfer checks) on your Account.

15. **RBC Rewards.** Your Credit Card allows you to earn RBC Rewards points which can be redeemed for merchandise, travel and other rewards. The RBC Rewards Terms and Conditions set out the terms of your participation in the RBC Rewards program. They are available for your review at **rbcbankrewards.com** and are subject to change without notice to you. To request a printed copy, please call 1-877-521-2035.

16. **Account Review.** At Account opening, your Account is placed in one of several tiers based on your creditworthiness, and your ANNUAL PERCENTAGE RATE for Purchases and Balance Transfers will be the margin established for your tier added to the Prime Rate. Periodically, but at least once every six (6) months, we will review your Account history and creditworthiness and determine whether your Account should be moved into a higher or lower tier, thereby increasing or reducing, respectively, your ANNUAL PERCENTAGE RATE for Purchases and Balance Transfers. To lessen rate volatility, this determination will not result in your Account being moved into a higher or lower tier unless the review indicates that your Account should be moved more than one (1) tier higher or lower. Correspondingly, your ANNUAL PERCENTAGE RATE for Purchases and Balance Transfers will not be increased or reduced until your Account has been moved more than one (1) tier higher or lower. The foregoing notwithstanding, if your Account is in the second highest or second lowest tier and an Account review determines your Account should be moved to the highest or lowest tier, then your Account will be moved to the highest or lowest tier and your ANNUAL PERCENTAGE RATE for Purchases and Balance Transfers will be increased or reduced accordingly. We will provide you with notice of any increases or reductions in the ANNUAL PERCENTAGE RATES applicable to your Account as required by law.

Increases to your ANNUAL PERCENTAGE RATE following Account review will apply only to transactions occurring on and after the date provided in the notice to you of such increase. Reductions to your ANNUAL PERCENTAGE RATE will apply both to current and future transactions and to existing balances that are currently at a higher rate.

Except upon the expiration of any introductory or promotional ANNUAL PERCENTAGE RATES, we will not increase any of the ANNUAL PERCENTAGE RATES applicable to your account during the first (12) months after Account opening.

17. **Default.** You will be in default under the terms of this Agreement if:

(a) You do not make at least the minimum payment on or before the payment due date;
(b) You exceed or try to exceed your Credit Limit without our permission;
(c) We reasonably believe that your ability to pay us is materially impaired (for example, if you become subject to bankruptcy or insolvency proceedings or if an attachment or garnishment proceeding is instituted against you or your property);
(d) You provide us with false information or a false signature;
(e) You die; or
(f) You fail to comply with any provision of this Agreement.

If you are in default, we can require that the total outstanding balance on your Account be paid in full. Where required by state law, we will provide you with Notice and a Right to Cure in accordance with that law. Our acceptance of a payment after the payment due date or after you have exceeded your Credit Limit does not waive the default. 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. Interest charges are payable both before and after you default or we obtain a judgment for any amount that you owe us.

18. **Termination.** You may terminate this Agreement at any time. We may terminate this Agreement, suspend your credit privileges under this Agreement, or not renew your Account beyond the expiration date printed on your Card upon sending written notice to you. You will not make or try to make any Purchases or Balance Transfers or

obtain or try to obtain any Cash Advances on your Account after your credit privileges have been terminated or suspended. In any event, this Agreement shall otherwise remain in full force and effect until you pay all sums due us.

19. **Ownership of Card.** Your Card and any Convenience Checks or other credit instrument or device that we supply to you are our property and must be returned to us or our agent immediately upon demand. At our request, you will destroy your Card, Convenience Checks and/or other credit instruments or devices, by cutting it in half, and you will mail it to us or our agent or otherwise dispose of it as we may direct.

20. **Assignment and Amendment.** We have the right to assign or transfer our rights under this Agreement and any amount you owe to us. In that case, the terms "we," "us," "our," "Bank" and "RBC Bank" shall be deemed to include each and every immediate and successive assignee. You do not have the right to assign or transfer your rights under this Agreement. We may amend the terms and conditions of this Agreement at any time upon notice to you as required by law. The terms of such amendment(s) shall be applied to any outstanding, unpaid balance owed to us on the effective date, except as otherwise provided by applicable law. If you continue to use or maintain your Account after the effective date of such amendment(s), you will be deemed to have accepted the amendment(s) and you will be bound by the new terms.

21. **Personal Data and Credit Inquiries.** Subject to applicable law, we will disclose information to third parties about you and your Account or the Balance Transfers you make:

(a) Where it is necessary for completing Balance Transfers;
(b) To verify the existence and condition of your Account for third parties, such as credit bureaus or merchants;
(c) To comply with government agency or court orders;
(d) As otherwise required or permitted by law or government regulation;
(e) To provide you emergency cash or card replacement services through Visa U.S.A. Inc., and its members and contractors;
(f) If you give us permission; and
(g) As stated in the RBC Privacy Notice.

You authorize us to make or have made any credit, employment, and investigative inquiries we deem appropriate related to the extension or collection of credit under your Account. If you dispute any credit information we report about you, you may notify us at **RBC Bank Cardholder Services, P.O. Box 869, Buffalo, N.Y. 14240-0869** or call us at **1-888-257-6837**.

22. **Other Products and Services.** From time to time, new products, optional services, or enhancements (for example, insurance or credit card registration) may be offered on your Account. We are not liable for these features, services and enhancements, as they are the sole responsibility of the third party provider. You agree to hold us harmless from any claims, actions, or damages resulting from your use of any of these features, services, or enhancements, when permitted by applicable law. We reserve the right to adjust, add, or delete benefits and services at any time.

23. **Applicable Law.** This Agreement will be governed by the laws of the United States of America and the State of Georgia. If there is any conflict between any of the terms and conditions of this Agreement and applicable federal or state law, this Agreement will be considered changed to the extent necessary to comply with the law.

24. **Waiver.** Our failure to exercise, or our delay in exercising, any of our rights under this Agreement for any reason will not mean that we will be unable to exercise those rights later.

25. **Severability.** The invalidity of any provision of the Agreement will not affect the validity of any other provision.

26. **Entire Agreement.** This Agreement, the Disclosure Statement, and accompanying disclosure documents, as modified by any change in terms we may deliver from time to time in accordance with applicable law, constitute the entire agreement between you and us, and supersede any prior negotiation or understanding between you and us concerning the subject matter of this Agreement. Section headings are for convenience only and are to be disregarded when interpreting this Agreement.

27. **Glossary of Terms.** The following definitions apply to words used in this Agreement and on your Account statement:

Account – The credit card account(s) approved by us for your use which is subject to the terms and conditions of this Agreement.

Annual Percentage Rate – The cost of your credit as a yearly rate.

Authorized User – The natural person and/or legal entity to whom you have authorized us to issue a Card.

Balance Transfer – The transfer of the balance from a credit card account or other credit account to this Account approved by us in your name.

Billing Cycle – The time interval between the dates of your regular monthly billing statements.

Card – Any credit card(s) that is subject to this Agreement which is issued to you or to another user to whom you authorize us to issue the Card. You agree that you will be deemed to be using the Card when you obtain credit by using only your Account number.

Cardholder – The natural person and/or legal entity to whom a Card is issued upon the request or application of that natural person and/or legal entity, or a natural person and/or legal entity who has agreed with us to pay obligations arising from the issuance of a Card to another person.

Cash Advance – Credit extended to you by us in the form of loans. Cash Advances are made when you (1) present the Card to us or to any financial institution honoring the Card, (2) sign a check for the purpose of obtaining a Cash Advance, (3) use any other credit instrument, device or automated teller machine that we have made available to you for the purpose of obtaining a Cash Advance, or (4) draw against the credit line for Overdraft Protection on your RBC Bank checking account. Cash-like transactions, which are transactions similar to cash, are also treated as Cash Advances. Cash-like transactions include, without limitation, money orders, wire transfers, travelers' checks, and gaming transactions (including betting, off-track betting, race track wagers, casino gaming chips, and lottery tickets).

Credit Limit – The maximum amount of credit available to you on the Account as established by us.

Convenience Check – A draft that looks like other checks but is drawn on the credit available in your Account.

Disclosure Statement – The Summary of Credit Terms in tabular format on the front of this Agreement containing certain information required to be disclosed upon the opening of your Account.

Finance Charge – The cost of credit extended to you on the Account as a dollar amount. The Finance Charge is derived by applying a daily Periodic Rate to the average daily balance of your Cash Advances, Balance Transfers, and Purchases and from certain transaction fees and minimum Finance Charges set forth in this Agreement.

New Balance – The balance outstanding on your Account on the last day of a Billing Cycle.

Overdraft Protection – A link between your Account and your RBC Bank checking account that covers any shortage of funds in the checking account when checks are presented for payment. Any funds used for Overdraft Protection are treated as Cash Advances in terms of having no grace period from Finance Charges.

Periodic Rate – The percentage of interest that is applied to the average daily balance of Cash Advances, Balance Transfers, and Purchases for a period. A daily Periodic Rate is used in this Agreement. The daily Periodic Rate will be equal to 1/365th of its corresponding ANNUAL PERCENTAGE RATE and the daily Periodic Rate will vary when the ANNUAL PERCENTAGE RATE varies.

Previous Balance – The balance outstanding on your Account at the beginning of a Billing Cycle. (It is the same amount that was shown as "New Balance" on the statement for the preceding Billing Cycle.)

Purchase – Credit extended by us to you when you purchase goods, labor, insurance or services through sellers and lessors that honor your Card.

Unauthorized – A transaction is considered "unauthorized" if it is initiated by someone other than you (the Cardholder) without your actual or apparent authority, and you receive no benefit from the transaction.

28. **Billing Rights:**

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:
RBC Bank Cardholder Services, P.O. Box 869, Buffalo, NY 14240-0869

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 receive your letter, 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:

RBC Bank Cardholder Services, P.O. Box 869, Buffalo, NY 14240-0869

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.

If you would like to learn more about factors to consider when shopping for or using a credit card, visit the website of the Consumer Financial Protection Bureau at consumerfinance.gov.

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