

HELPCard Credit Card Agreement (K) 325HVHCAE2

**ANNUAL PERCENTAGE RATE: (APR) 25.99%** This APR will vary with the market based on the Prime Rate

**How to Avoid Paying Interest on Purchases:**

When beginning balance is zero, you have 25 days from statement closing date to repay new charges or a portion thereof before interest is assessed.

**For Credit Card Tips from the Federal Reserve Board:**

To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at [www.federalreserve.gov/creditcard](http://www.federalreserve.gov/creditcard).

**Annual Fee:** None

**Monthly Service Fee:** None

**Late Fee:** Up to \$49

**Returned Payment Fee:** Up to \$32

**Credit Limit Increase Fee: \$29.** We may charge you a fee for processing your request to increase your credit limit.

This **Cardholder Agreement** will govern the regular terms of your credit card account with us. In this Agreement, the words "you" and "your" mean the applicant(s) shown on the application and anyone else you authorize or permit to use your account. The words "we", "us", and "our" mean CIT BANK, the issuer of the card, or its assigns.

**MINIMUM PAYMENTS:** Your total minimum payment is shown on your statement as Minimum Payment. Unless special terms are in effect, your Minimum Payment will be the greater of \$32 or the total of the payments individually calculated on each subaccount (parts of your balance to which differing terms may apply) at 3.25% of your highest balance for each subaccount. Minimum payments will be rounded to the nearest whole dollar. If the balance is less than \$32, then the minimum payment will be the balance. Any past due amount you owe and any amounts that exceed your credit limit may be included in the Minimum Payment due. Paying more than the minimum amount due in one billing cycle will not allow you to skip payments in the cycles that follow. Unless a payment is not required because special terms are in effect, a Minimum Payment is due in every billing cycle as long as you have a balance on your account.

**GRACE PERIOD AND INTEREST:** Unless special terms are in effect, the following shall apply: If the beginning balance on your statement is zero, you

have a 25 day Grace Period from statement closing date to pay new charges or a portion thereof without incurring interest. Interest is applied from the date of the transaction unless a Grace Period applies. Interest will be assessed on a subsequent statement for the portion of the new charges not paid within the Grace Period. If the beginning balance on your account is not zero, then interest will be imposed for the number of days a balance remained on your account, even if the balance is paid in full within 25 days of the statement closing date. We will use the Average Daily Balance Method to determine the "Balance Subject to Interest Rate" shown on your statement, to calculate and impose interest on each subaccount during any billing cycle, by applying a "Daily Periodic Rate" to the average daily balance of each subaccount times the number of days in the billing cycle. To get the daily Balance Subject to Interest Rate we take the beginning balance of each subaccount each day (including unpaid interest and fees), add any new purchases, fees and charges, and subtract any applicable payments or credits. This gives us the daily balance. The daily balances are then added together and divided by the number of days in the billing cycle. This gives us the average daily balance which is the Balance Subject to Interest Rate. The "Daily Periodic Rate" for each subaccount in any billing cycle is 1/365th of the then current APR. The resulting interest amounts for all subaccounts, if any, are then added together to give us the Interest for the billing cycle. The interest rate on your account is subject to change based on an independent index, which is the Prime Rate published in the Wall Street Journal on the Friday following the last Thursday of the month (the "Index"). If the Wall Street Journal does not publish the Prime Rate, we may designate a substitute Index after providing notice to you. If the APR changes, the changes will take effect on the Friday following the last Thursday of the month and will apply to existing balances, subject to the special terms of active Promotional Plans, if any. An increase in your APR may cause your minimum monthly payment to increase. The regular APR is determined by adding a margin of 22.74% to the Prime Rate. The current regular APR is 25.99% with a corresponding regular Daily Periodic Rate of 0.071205%. This APR will vary with the market based on the Prime Rate. The applicable APR will be shown on the monthly billing statement. *Balance Subject to Interest Rate:* Any daily balance of less than zero will be treated as zero.

**Suspension and/or Loss of Special Terms If**

you make a late payment, meaning if we do not receive your Minimum Payment by 5 p.m. Central Time within 60 days after the Due Date shown on your statement, these special terms as well as any other special terms that may be in effect on other subaccounts (if any) will immediately be suspended and the special terms on all subaccounts will revert to the regular terms disclosed above. However, your special terms on all subaccounts, if applicable, will be subject to reinstatement if: 1) we receive your full minimum payments by the due dates in the six consecutive billing cycles immediately following the billing cycle in which you made a late payment; and 2) the special terms on any given suspended subaccount(s) did not expire prior to the end of said sixth billing cycle. If these conditions are met, your special terms will be reinstated effective with the first

day of the next billing cycle following the close of the billing cycle in which the sixth consecutive on time payment was received. If you fail to meet these conditions, your special terms will be canceled and all suspended special terms subaccounts will be subject to regular terms going forward. Upon expiration of any special terms period(s), accrued interest (if any) will be assessed, provided the balance of that subaccount has not been paid in full.

**ANNUAL FEE:** None.

**SERVICE CHARGE:** None.

**RETURNED ITEM FEE:** If your payment is returned for any reason you will be charge a fee of up to \$32. This fee will not exceed the amount of the current payment due.

**LATE FEE:** If we do not receive your Minimum Payment by the Payment Due Date shown on your statement, or if a payment you make is not honored by your financial institution, a late fee of up to \$49 will be imposed on your account. Your late fee will not exceed your current payment due.

**THIS CARD & YOUR CREDIT RATING:** We may report information about this account to credit bureaus. Late payments, missed payments or other defaults on the account may be reflected in your credit report. **If your name and address are not correct, call Customer Care at 8774863442**

**USE OF CARD:** Subject to the terms and conditions set forth in this Cardholder Agreement (Agreement), you may use your account to purchase goods and services from licensed Providers of dental or medical goods and services and Merchants who participate in this Credit Card Plan (each such participant is hereinafter referred to as "Participant"). Before contracting for the purchase of any goods or services on credit, you must first notify Participant of your intention to charge your purchase on your card and obtain Participant's approval. We will not extend credit to you for such purchases unless prior notice and approval have been given, and we will not be liable if any Participant refuses to honor your account.

**PROMISE TO PAY:** You promise to pay, in accordance with the account terms and payment schedule set forth in this Agreement (including any amendments which may be made, all credit extensions made by us for any goods and services purchased and all finance charges, fees and other charges you owe.

**BILLING STATEMENT:** We'll send you a statement (bill) at the end of each billing cycle during which finance charges are assessed or at the end of which there is a debit or credit balance greater than one dollar. You agree to examine each billing statement and to notify us immediately of any charge or other item that you dispute.

**PAYMENTS INFORMATION:** Payments will be credited to your account when received by us with the remittance stub, in the return envelope to HC Processing Center, PO Box 1309, Lowell AR 72745. To avoid a late fee payment must be received no later than 5 p.m. Central Time on the due date printed on the statement. We accept checks and money orders for payment. If you send your payment to any location other than the designated payment address shown on your statement, or if you fail to include your account number with your payment, credit for your payments may be delayed up to five days. If your payment exceeds the Minimum Payment due in any billing cycle, we allocate the excess amount first to subaccounts that have deferred interest terms during the two full billing cycles immediately preceding expiration date of the special terms (if applicable); any remaining amount will be applied to balances with higher APRs before those with lower APRs. Otherwise, application of your payments will be allocated in the manner we determine, in accordance with applicable law. If you overpay your balance, we will send you a check for the amount of the overpayment providing the payment has cleared your financial institution. Your available credit will be increased by the amount of your payment within 14 days after receipt of your payment. For Overnight Mail: HC Processing Center, 203 E. Emma Avenue Suite A, Springdale AR 72764. For Payment in Full Mail to: HC Processing Center, PO Box 829, Springdale AR 72765-0829.

**CREDIT LIMIT:** We will establish a credit limit for you, which will be the maximum amount of credit that may be outstanding on your account at any time. You agree that you will not use or permit others to use your account to obtain credit if it would cause the outstanding balance of your account to exceed your credit limit.

**RETURNED ITEM FEE:** A fee will be charged each time a payment on your account is returned unpaid.

**EXCEEDING YOUR CREDIT LIMIT:** No fee will be assessed if we elect to honor charges in excess of your credit limit.

**ADDITIONAL CHARGES:** At our discretion, we may impose fees for services requested by you in connection with your account. Additional Charges shall include but not be limited to, stop payment charges, fees for document searches and copies of documents, processing and handling fees for automated checks or drafts and for credit limit increases. You may contact us at 877-486-3442 for a current schedule of additional fees.

**ENTIRE BALANCE DUE:** If you break your promises under this Agreement, we can demand payment of the entire outstanding balance of your account at once. We can also do this if you made any false or misleading statement on your application, if you become insolvent or are subject to bankruptcy proceedings, or if you die, in accordance with applicable law.

**COLLECTION COSTS:** To the extent permitted by applicable law, you promise to pay all collection costs including reasonable attorney's fees, provided the attorney is not our salaried employee.

**NOTICES, CHANGES OF ACCOUNT INFORMATION, AND METHODS OF CONTACT:** If we have to notify you of anything concerning your account, we will use your name and address as it appears on our records. If we do this, the notice will be effective. You agree to notify us immediately of any change in your mailing address, telephone numbers or other contact information such as email addresses. We can include numbers and addresses from which you contact us as numbers you provide. We may obtain address corrections from the US Postal Service and telephone numbers and other contact information from third party sources. You agree to pay any fees or charges for which you may become responsible as a result of our attempts to communicate with you; we will not reimburse you for such costs. You authorize us or third parties acting on our behalf to send text messages to numbers you provide or to other numbers where we have reason to believe we can reach you. This includes attempts to contact you on cellular phones or other such phones and you agree that we can use automatic dialers, leave pre-recorded messages, and send emails to an email address at which we have reason to believe you can be reached. We can make such calls, within the confines of applicable laws, and shall include but not be limited to the purposes of gathering information, providing service, collecting on your account, or investigating suspected fraud or identity theft. If you need to contact us, all written communications concerning disputed amounts and any checks or other payment instrument that a) indicates the payment is intended as "payment in full" or is tendered as full satisfaction of a disputed amount, or b) is tendered with other conditions or limitations, must be mailed to HC Processing Center, PO Box 829, Springdale, AR 72765.

**INVALIDITY:** If one or more provisions of this agreement are declared invalid or unenforceable, the remaining conditions and terms will not be affected.

**CHANGING OUR AGREEMENT:** Subject to provisions of applicable law, we can change the terms of this Agreement at any time, and the new terms will be effective on the date of the change or on the day we specify. If the law requires us to notify you in a certain way, we will comply.

**AUTHORIZATION FOR RELEASE OF CREDIT INFORMATION:** You agree that we can report to Participant on the status of your account, including information about balances and payment history, and we can answer questions and requests from others for credit and experience information about you and your accounts with us.

**ASSIGNMENT:** We have the right to assign any amounts you owe us. We can also assign and transfer our rights under this agreement.

**LOST OR STOLEN CARDS:** If your card is lost or stolen, you promise to notify us at once. Call 877-486-3442.

**LIABILITY FOR UNAUTHORIZED USE:** You may be liable for the unauthorized use of your card. You will not be liable for any unauthorized use that occurs after you notify us orally at telephone number 877-486-3442 or in writing at the address given above of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50.

**CANCELLATION:** We can cancel your card at any time. If cancelled, you promise to destroy the card immediately.

**GOVERNING LAW:** This Agreement and all transactions under it will be governed by the laws of the State of Utah, which are expressly adopted to control all transactions hereunder.

**ARBITRATION:** This Arbitration Provision sets forth the circumstances and procedures under which claims (as defined below) shall be arbitrated instead of litigated in court. As used in the Arbitration Provision, the term "Claim" means any claim, dispute or controversy between you and us arising from or relating to this Cardholder Agreement (the "Agreement") in excess of \$5000. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statute, common law and equity. The term "Claim" is to be given the broadest possible meaning and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (a) the credit card account ("Account") created by the Agreement or any prior agreement, or any balances on the Account, (b) advertisements, promotions or oral or written statements related to the Account, goods or services financed under the Account or the terms of financing and (c) your application for the Account. Any Claim shall be resolved by arbitration pursuant to this Arbitration Provision and the Code of Procedure ("Code") of the National Arbitration Forum ("NAF") in effect at the time the Claim is filed. (If for any reason the NAF is unable or unwilling or ceases to serve as arbitration administrator, another nationally recognized arbitration organization utilizing a similar code of procedure will be substituted by us.)

NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE A CLAIM IN COURT OR HAVE A JURY TRIAL ON A CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE NAF CODE. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT

OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

The Code, rules and forms of the NAF may be obtained by calling (800) 474-2371, or by visiting NAF's website at <http://www.arb-forum.com>. All Claims shall be filed at any NAF office or at Post Office Box 50191, Minneapolis, Minnesota 55405.

**SPECIAL RIGHTS FOR TELEPHONE PURCHASES:** If your account was opened after February 17, 2010, and your first transaction occurred because you contacted the Merchant by telephone to purchase goods and at the same time you accepted an offer to finance the purchase by applying for this credit card, the following applies: (1) You have the right to reject this plan and return the goods at no cost to you, if you notify us and the Merchant of your decision within 14 days of the date your card was originally issued. To notify us, please call 877-486-3442. To notify the Merchant of your decision to cancel, please call the Merchant directly. (2) If the initial telephone purchase you made carried special (promotional) terms that are more favorable than the regular terms described in **Sections of Minimum Payments, and Grace Period and Finance Charges, of this Cardholder Agreement**, the regular terms will apply if a balance for a special terms purchase remains after the special terms have expired, or if you make a late payment.

#### **YOUR BILLING RIGHTS — KEEP THIS NOTICE FOR FUTURE USE**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

#### **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: HC Processing Center ATTN: Customer Care, PO Box 829, Springdale, AR 72765-0829.

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. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to 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:**

1. 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.
2. 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.

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: **HC Processing Center ATTN: Customer Care, PO Box 829, Springdale, AR 72765-0829.**

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.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT-** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

#### **Privacy Notice and Notice for Consumers- How We Protect and Use Information Introduction**

We acknowledge the importance of protecting any information that you might provide to us during the course of establishing, applying for, or inquiring about banking relationships. We also concur with our existing and former customers who wish to keep nonpublic personal information about themselves safeguarded. This Privacy Policy shall apply only to information gathered in connection to your CIT Bank Account which is serviced by HC Processing Center (HCPC). If you have other relationships with CIT Bank or affiliates of CIT Bank, you may receive separate privacy policies that will apply to those relationships.

**Our commitment to you is as follows-** Information that you give to us will be retained by us. We will use the information which you have given us to provide you with the products or services that you have requested. The furnishing by us of such products or services may necessitate the transmission of nonpublic personal information about you to reputable third party vendors such as credit bureaus. We may also share nonpublic personal information with third parties that perform marketing services on our behalf or with whom we have joint marketing agreements. It is the policy of CIT Bank and HCPC that these third parties maintain the same high degree of confidentiality and privacy that we do. Information about you will not be otherwise shared with others outside of CIT Bank or its affiliates if you choose to tell us not to share by following the "Opting Out" instructions outlined below, unless we are legally compelled to do so.

**Categories of information that we collect-**We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms;
- Information about your transactions with us or others; and
- Information we receive from a consumer reporting agency.

We maintain physical, electronic and procedural safeguards that comply with federal standards to protect the security and integrity of your customer information we have collected.

**Categories of information sharing**-We do not disclose any personal information about our customers or former customers to anyone, except as permitted by law.

**Sharing Information with Non-affiliates for Marketing Purposes** We may disclose customer information to companies that perform marketing services for us. We may also disclose customer information to companies that perform marketing services for other financial institutions with which we have joint marketing agreements. You may tell us not to disclose such information by following the instructions outlined in the Opting Out section below.

**Sharing Information with Affiliates for Marketing Purposes** Should we become aware of a product or service that we cannot provide that would be a benefit to our customers and can be provided by an affiliate, we may share your personal information with them. To the extent permitted to do so by applicable law, we may share customer information with companies that are related to us by common ownership or control. You may tell us not to disclose such information by following the instructions outlined in the Opting Out section below.

**Employee Access** CIT Bank's and HCPC's employees have access to only that information about accounts required for them to successfully manage customer relationships. Without such access, personalized customer service would be impossible. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

**Account Information Accuracy** Should you wish to review, update or correct any information specific to your CIT Bank Account, you should contact HC Processing Center at 877-486-3442 or notify us in writing (HC Processing Center, P.O. Box 829, Springdale, AR 72765-0829).

**Opting Out** - You may opt out of any such or all such offerings listed above by calling us toll free (877-486-3442), or by notifying us in writing: Attention: OPT OUT, HC Processing Center, P.O. Box 829, Springdale, AR. 72765-0829. To facilitate prompt processing of either Affiliate or Non-affiliate opt out election, the written notice should contain your name, address, identification information such as social security number, account number to which the election applies, signature and date.

**Information Reported to Consumer Reporting Agencies Under the Fair Credit Reporting Act** you have the right to notify us if you believe we have reported

inaccurate information about your account to any Consumer Reporting Agency. Such notices should only be sent in writing and include your complete name, current address, social security number, telephone number, account number, and type of account. The specific item that you are questioning must be clearly identified, and you must state the reason why you believe the item to be in error. Send such notices to: HC Processing Center, P.O. Box 829, Springdale, AR 72765-0829. We will investigate your concerns, correct any inaccuracies, and advise you of the actions we have taken.

Notifications: We will send you notices at least once a year, for as long as you have an active account, as reminders of our desire to protect your information. We reserve the right to change this policy at any time by posting a new Privacy Policy.