

Please...KEEP FOR YOUR RECORDS

Cardmember Agreement

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I. OVERVIEW

This credit card account (“Account”) is provided by SunTrust

Your contract with us is contained in this Cardmember Agreement and your application or solicitation response for the Account (together, the “Agreement”). Please read this Agreement and keep it for your records. In this Agreement, the words “you,” “your” and “yours” mean the Cardmember(s). The words “we,” “us,” “our” and “Bank” mean SunTrust. You agree to the terms and conditions of this Agreement when a Cardmember or an Authorized User accepts, signs or uses the Card or Account. You use the Card or Account when you, any other Cardmember or an Authorized User obtains credit from us by using a Card, a check or other credit instrument drawn on the Account or a number otherwise associated with a Card or the Account. Whenever this Agreement states that we may take certain actions, it means we are authorized to take those actions in our sole discretion, subject to any required notices or limitations that may be required by applicable law.

II. DEFINITIONS

The following definitions apply to words used in this Agreement and on your billing statement:

Account - The credit card account(s) we approve for your use that is subject to the terms and conditions of this Agreement.

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

Authorized User - Any person you authorize to use the Card (whether or not such use exceeds the limit you authorized or intended).

Balance Transfer - Credit we extend resulting from balance transfers that you request by any means (including checks or Balance Transfer request forms that we provide), if we tell you that transaction will be treated as a Balance Transfer.

Billing Cycle - The time interval between the dates of your regular billing statements. Your first Billing Cycle may be less than one month. All credit terms, including minimum finance charges, will apply in each Billing Cycle including the first Billing Cycle.

Card - Any credit card(s) subject to this Agreement we issue to a Cardmember or an Authorized User and the Account associated with that Card.

Cardmember - The natural person to whom we issue a Card at their request or application, or a natural person who has agreed to pay obligations arising from another person’s use of the Card or Account.

Cash Advances - Credit we extend to you in the form of loans from the Account. A Cash Advance includes transactions where a Cardmember or Authorized User (i) uses the Card to obtain cash from an automated teller machine or over the counter from any financial institution, or (ii) uses a special check or other credit instrument we provide (unless we tell you that item will be treated as something other than a Cash Advance), or (iii) requests us to send funds to another creditor, or (iv) uses the Card for Cash Equivalent Transactions.

Cash Advance Credit Limit – The maximum amount of credit available to you on the Account for Cash Advances as established by us from time to time. Any Cash Advance Credit Limit we establish may be less than the Credit Limit that otherwise applies to your Account.

Cash Equivalent Transactions – 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. These transactions are treated as Cash Advances on your Account.

Closing Date - The last date of a Billing Cycle.

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

Daily Periodic Rate - The percentage of Finance Charge (interest) we apply to the average daily balance as set forth in Section III.B. which is 1/365th of the corresponding Annual Percentage Rate (1/366th of the corresponding Annual Percentage Rate in a leap year).

Delinquency Triggering Event – A Delinquency Triggering Event occurs if you fail to make a Minimum Payment within 60 days of its payment due date.

Finance Charge - The cost of credit extended to you on the Account as a dollar amount. The Finance Charge is derived from a Daily Periodic Rate we apply to the average daily balance as set forth in Section III.B, and from certain other transaction fees and minimum finance charges set forth in this Agreement.

Grace Period – The time period during a Billing Cycle when you do not accrue a Finance Charge on new Purchases.

Index Rate – The rate used for making variable rate adjustments to your Annual Percentage Rate as described in Section III.A.8.

Margin – The rate added to the Index Rate to determine your Annual Percentage Rate.

Minimum Payment – The minimum payment due on your Account as shown on your billing statement.

New Balance – The entire balance of Purchases, Cash Advances, Overdraft Advances, Balance Transfers and any Promotional Balances outstanding on your Account on the Closing Date, plus all accrued Finance Charges and Other Charges as of such date.

Other Charges – Charges to your Account as described in Section III.C.

Overdraft Advances – Credit we extend to you in the form of loans from the Account to cover overdrafts on a deposit account that you designate at SunTrust Bank.

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 billing statement for the preceding Billing Cycle.)

Promotional Balances – Credit we extend for introductory and other designated Purchase or Balance Transfer transactions, subject to discounted fees and/or a different Daily Periodic Rate.

Promotional Rate - The Daily Periodic Rate applied to Promotional Balances.

Purchases - Credit we extend to you when you or an Authorized User (i) use the Card or Account to purchase goods, labor, insurance or services through sellers and lessors that honor your Card or Account for the purpose of completing a Purchase or (ii) use a special check or other credit instrument that we provide, if we tell you that item will be treated as a Purchase.

Termination Date – This is the last day a Promotional Rate will apply to a Promotional Balance. It shall be the earlier of (i) the last day specified in the Promotional Balance offer or (ii) the date identified in any notice provided pursuant to Section III.A.5. if a Delinquency Triggering Event occurs.

III. TERMS AND CONDITIONS

Using Your Account; Payment - You can use your Card and Account for Purchases, Cash Advances, Overdraft Advances and Balance Transfers. You agree to pay us for all credit extended on your Account, plus any Finance Charges, Other Charges and other fees and amounts properly charged to your Account. You agree to use your Account for only legal transactions. It is not our responsibility to make sure you only use your Account for legal transactions and you will remain responsible for paying for any transactions whether legal or not. We may decline authorization for any Internet gambling transaction. We will not be liable if you engage in an illegal transaction.

Billing Statement - We will send you a billing statement for each Billing Cycle in which you have a debit New Balance of any amount or a credit New Balance of more than \$1 or in which a Finance Charge is imposed.

Balance Transfers - It is our policy not to transfer any balance you owe from any other account with us or our respective affiliates. We may permit you to transfer balances from other credit card companies or financial institutions to your Account up to the amount of your Credit Limit we make available for Balance Transfers. If you request an amount that we do not approve, we may process a partial Balance Transfer for less than you requested or we may decline the entire request. We are not liable if we do not approve a requested Balance Transfer. Balance

Transfer requests that are incomplete or illegible will not be approved. We reserve the right to make Balance Transfers in the order we select. In order to preserve your dispute rights, you should not transfer balances from other credit card companies or financial institutions if those balances are in dispute. You should allow up to 8 weeks for Balance Transfers to be completed. You should continue to monitor the other accounts and continue to pay the minimum payment due on those accounts until you receive statements from those creditors showing that the balances have been paid in full. This may not happen until after the transactions appear on the billing statement we send you. You are solely responsible for any late payments, ongoing finance charges and disputed amounts on your other accounts. If you want your other accounts closed following a Balance Transfer, you are responsible for doing so.

A. CONDITIONS UNDER WHICH A FINANCE CHARGE WILL BE IMPOSED.

The conditions under which a Finance Charge will be imposed depend upon whether the transaction is a Purchase, Cash Advance, Overdraft Advance, Balance Transfer, or Promotional Balance.

1. FINANCE CHARGE ON PURCHASES. Whenever any portion of the Previous Balance amount shown on the current billing statement remains unpaid after the due date shown on the previous billing statement, a Finance Charge will be imposed at the applicable Daily Periodic Rate on the average daily balance for Purchases reflected in the New Balance on your current billing statement. To determine the Daily Periodic Rate Finance Charge (interest charges), we multiply the average daily balance for Purchases for the Billing Cycle by the number of days in the Billing Cycle and the applicable Daily Periodic Rate. However, any new Purchases that are reflected for the first time on your current billing statement will have a Grace Period and will not be subject to a Finance Charge during the Billing Cycle reflected in the current billing statement if (i) you have no Previous Balance on your current billing statement or (ii) the payments and credits received by us (by the due date shown on the previous billing statement) are at least equal to the Previous Balance that appears on your current billing statement. Unless the prior sentence applies, we will charge a Finance Charge on new Purchases from the date they are posted to your Account. We will apply the Daily Periodic Rate and corresponding Annual Percentage Rate (the "Rate") to the outstanding Purchase balances in your Account. The Daily Periodic Rate for Purchases subject to the Rate may or may not vary each month based on changes in the Index Rate (as discussed in more detail in Section III.A.8., Index Rate Adjustments). Additional written information accompanying this Agreement discloses whether the Account is subject to a variable or a non-variable Rate.

(a) Variable Rate. An increase in the Index Rate may result in a higher Minimum Payment. The variable **ANNUAL PERCENTAGE RATE** will be based on the Index Rate plus a Margin. Additional written information accompanying this Agreement discloses the Daily Periodic Rate and the corresponding **ANNUAL PERCENTAGE RATE** for the Variable Rate, and the Margin added to the Index Rate for the Variable Rate.

(b) Non-Variable Rate. The Daily Periodic Rate for Purchase transactions subject to the Non-Variable Rate will be based on an **ANNUAL PERCENTAGE RATE** that does not vary with changes in an Index Rate. Additional written information accompanying this Agreement discloses the Daily Periodic Rate and the corresponding **ANNUAL PERCENTAGE RATE** for the Non-Variable Rate as of the date your Account was opened.

2. FINANCE CHARGE ON CASH ADVANCES. The Finance Charge on Cash Advances consists of (i) interest computed at a Daily Periodic Rate and (ii) Cash Advance Transaction Fees. A Finance Charge will be imposed at the applicable Daily Periodic Rate on the average daily balance for Cash Advances outstanding in your Account whenever the billing statement for the Billing Cycle being concluded reflects Cash Advances outstanding at any time during the Billing Cycle. To determine the Daily Periodic Rate Finance Charge (interest charges), we multiply the average daily balance for Cash Advances for the Billing Cycle by the number of days in the Billing Cycle and the applicable Daily Periodic Rate. We will charge a Finance Charge on your Cash Advances from the date they are posted to your Account. Cash Advances do not have a Grace Period. We will apply a Daily Periodic Rate and corresponding Annual Percentage Rate (the "Rate") to the outstanding Cash Advance balances in your Account so long as you pay the Minimum Payment when due and do not exceed your Credit Limit. The Daily Periodic Rate for Cash Advances subject to the Rate may or may not vary each month based on changes in the Index Rate (as discussed in more detail in Section III.A.8., Index Rate Adjustments). Additional written information accompanying this Agreement discloses whether the Account is subject to a variable or Non-Variable Rate.

(a) Variable Rate. An increase in the Index Rate may result in a higher Minimum Payment. The variable **ANNUAL PERCENTAGE RATE** will be based on the Index Rate plus a Margin. Additional written information

accompanying this Agreement discloses the Daily Periodic Rate and the corresponding **ANNUAL PERCENTAGE RATE** for the Variable Rate, and the Margin added to the Index Rate for the Variable Rate.

(b) Non-Variable Rate. The Daily Periodic Rate for Cash Advance transactions subject to the Non-Variable Rate will be based on an **ANNUAL PERCENTAGE RATE** that does not vary with changes in an Index Rate. Additional written information accompanying this Agreement discloses the Daily Periodic Rate and the corresponding **ANNUAL PERCENTAGE RATE** for the Non-Variable Rate as of the date your Account was opened.

Cash Advance Transaction Fee. In addition to Daily Periodic Rate Finance Charges assessed for Cash Advances, we will assess a Finance Charge in the form of a Cash Advance Transaction Fee. This portion of the **FINANCE CHARGE** will equal the greater of \$10.00 or 4% of the amount of each Cash Advance and will be added to the Cash Advance balance of your Account.

3. FINANCE CHARGE ON OVERDRAFT ADVANCES. If you enrolled in the SunTrust Bank overdraft protection program, we will initiate Overdraft Advances (see definition in Section II. of this Agreement) from your Account to cover overdrafts in your designated SunTrust deposit account. Contact us to enroll in this program. We may assess you its usual deposit account fee for such service.

A Finance Charge will be imposed at the Daily Periodic Rate on the average daily balance for Overdraft Advances outstanding in your Account whenever the billing statement for the Billing Cycle being concluded reflects Overdraft Advances outstanding at any time during the Billing Cycle. To determine the Daily Periodic Rate Finance Charge (interest charges), we multiply the average daily balance for Overdraft Advances for the Billing Cycle by the number of days in the Billing Cycle and the applicable Daily Periodic Rate. We will charge a Finance Charge on your Overdraft Advances from the date they are posted to your Account. Overdraft Advances do not have a Grace Period. We will apply a Daily Periodic Rate and corresponding Annual Percentage Rate (the "Rate") to the outstanding Overdraft Advance balances in your Account. The Daily Periodic Rate for Overdraft Advances subject to the Rate may or may not vary each month based on changes in the Index Rate (as discussed in more detail in Section III.A.8, Index Rate Adjustments). Additional written information accompanying this Agreement discloses whether the Account is subject to a variable or non-variable Rate.

(a) Variable Rate. An increase in the Index Rate may result in a higher Minimum Payment. The variable **ANNUAL PERCENTAGE RATE** will be based on the Index Rate plus a Margin. Additional written information accompanying this Agreement discloses the Daily Periodic Rate and the corresponding **ANNUAL PERCENTAGE RATE** for the Variable Rate, and the Margin added to the Index Rate for the Variable Rate.

(b) Non-Variable Rate. The Daily Periodic Rate for Overdraft Advance transactions subject to the Non-Variable Rate will be based on an **ANNUAL PERCENTAGE RATE** that does not vary with changes in an Index Rate. Additional written information accompanying this Agreement discloses the Daily Periodic Rate and the corresponding **ANNUAL PERCENTAGE RATE** for the Non-Variable Rate as of the date your Account was opened.

4. FINANCE CHARGE ON BALANCE TRANSFERS. The Finance Charge on Balance Transfers consists of (i) interest computed at a Daily Periodic Rate and (ii) Balance Transfer Transaction Fees. A Finance Charge will be imposed at the Daily Periodic Rate on the average daily balance for Balance Transfers outstanding in your Account whenever the billing statement for the Billing Cycle being concluded reflects Balance Transfers outstanding at any time during the Billing Cycle. To determine the Daily Periodic Rate Finance Charge (interest charges), we multiply the average daily balance for Balance Transfers for the Billing Cycle by the number of days in the Billing Cycle and the Daily Periodic Rate. Unless we tell you otherwise, Balance Transfers do not have a Grace Period. When we provide you a Balance Transfer check or Balance Transfer request form or when you request the Balance Transfer, we will charge a Finance Charge on your Balance Transfers from the date they are posted to your Account. We will apply the Daily Periodic Rate and corresponding Annual Percentage Rate (the "Rate") to the outstanding Balance Transfer balances in your Account. The Daily Periodic Rate for Balance Transfers subject to the Rate will be the same as the Daily Periodic Rate for Purchases subject to the Rate as described in Section III.A.1.

Balance Transfer Transaction Fee. In addition to Daily Periodic Rate Finance Charges assessed for Balance Transfers (regardless of whether they are 'regular' Balance Transfers or 'Promotional Balance' Balance Transfers), we may assess a Finance Charge in the form of a Balance Transfer Transaction Fee. This portion of the **FINANCE CHARGE** will equal the greater of \$10.00 or 4% of the amount of each Balance Transfer and will be added to the Balance Transfer balance of your Account.

5. FINANCE CHARGES ON PROMOTIONAL BALANCES. We may from time to time offer you a Promotional Rate on certain Purchase or Balance Transfer balances that arise from new transactions we tell you will be treated as “Promotional Balances.” If you take advantage of a Promotional Balance program, the resulting Promotional Balance will be subject to the terms of that specific promotional offer and this Agreement. The Promotional Rate will apply to those Promotional Balances until the Termination Date. A Promotional Balance may not, after a Termination Date, be eligible for another Promotional Rate. Beginning on the first day of a Billing Cycle following a Termination Date, the Daily Periodic Rate applied to Promotional Balances may be determined as described above in Section III. A. 1. (Finance Charges on Purchases) – in other words, after a Termination Date, your Promotional Rate may change to your regular Daily Periodic Rate. If the reason for the Termination Date is a Delinquency Triggering Event, we may change the Daily Periodic Rate that applies to your new and outstanding Promotional Balances to the Daily Periodic Rate and corresponding Annual Percentage Rate (the “Rate”), after we provide any notice and wait any time period required by law. Purchase and Balance Transfer Promotional Balances may be added to your Purchases balance after the Termination Date. In each Promotional Balance program, any new or different terms of the program not disclosed in this Agreement (such as the Annual Percentage Rate, effective dates and other special terms) will be detailed in the Promotional Balance offer.

6. MINIMUM PERIODIC RATE FINANCE CHARGES. If Daily Periodic Rate Finance Charges (interest charges) are billed in any Billing Cycle, a Minimum **INTEREST CHARGE** of not less than \$1.50 will post to your Account (a minimum interest charge shown as the “Minimum Interest Charge” on your billing statements). We may allocate the Minimum Finance Charge among your various balances in the manner that we select from time to time. See Section III.E. below for additional payment allocation information.

7. FINANCE CHARGE ON NON U.S. TRANSACTIONS. All Purchase and Cash Advance transactions processed in a foreign currency will be converted to U.S. dollars under the regulations of the applicable credit card network associations before being charged to your Account. The exchange rate a credit card network association uses to convert currency is a rate the association selects either from the range of rates available in the wholesale currency markets for the applicable processing date (which rate may vary from the rate the association itself receives) or the government-mandated rate in effect on the applicable processing date. Conversion may occur on a date other than the date of the transaction or the date the transaction is posted to your billing statement, which may affect the conversion rate used. We do not control the rate, date or place of the exchange. If a credit transaction is processed and has a processing date different than the original transaction, then the exchange rate of the credit can be greater/less than that of the original transaction.

Foreign Currency Transaction Fee. We will assess a Finance Charge in the form of a Foreign Currency Transaction Fee for all Purchase transactions processed in a foreign currency. This portion of the **FINANCE CHARGE** will equal 3% of the amount in U.S. dollars after each Purchase transaction has been converted from a foreign currency. This fee will be added to the Purchase balance of your Account.

8. INDEX RATE ADJUSTMENTS. The Index Rate used in making variable rate adjustments will be the Prime Rate as quoted in the “Money Rates” section of *The Wall Street Journal* (Eastern Edition) on the 28th day (or if the 28th day is not a business day, the next business day thereafter) of the prior calendar month. If *The Wall Street Journal* (Eastern Edition) is not published or the Prime Rate is not given on any of these dates, then the Index Rate will be determined by using the immediately preceding published Prime Rate for such date. If the Prime Rate is no longer available, we will choose a new index and notify you as required by applicable law. Index Rate changes will be effective as of the first day of each Billing Cycle which includes the first day of the month after the date the Index Rate is published. (For example, if the Index Rate published on June 28th, new Daily Periodic Rates would be effective as of the first day of the Billing Cycle that includes the first day of July). An Index Rate increase will increase the applicable Daily Periodic Rates, which may increase your Minimum Payment.

B. THE METHOD OF DETERMINING THE BALANCE UPON WHICH A FINANCE CHARGE WILL BE IMPOSED.

Finance Charges resulting from the application of Daily Periodic Rates will accrue daily and be calculated on the average daily balances (including new transactions) for each Account feature (Purchases, Cash Advances, Balance Transfers, Overdraft Advances and Promotional Balances). To get the “average daily balance,” we take the beginning balance for each Account feature each day, add any new transactions and Other Charges, subtract any applicable payments or credits allocated to that Account feature, and add the applicable Finance Charges for such day after taking into account such new transactions, payments and credits. We treat a credit balance as a balance of zero. This gives us the separate daily balance for each Account feature. Then, we separately add up all the daily

balances for each Account feature for the Billing Cycle and divide those totals by the number of days in the Billing Cycle. This gives us the “average daily balance.”

C. OTHER CHARGES THAT MAY BE IMPOSED.

To the extent permitted by applicable law, the following “Other Charges” may be added to your Account as appropriate:

1. LATE PAYMENT FEE. If we have not received at least the Minimum Payment by its due date as shown on a billing statement, we will add a Late Payment Fee to the Purchase balance of your Account based on the New Balance outstanding as of the Closing Date for the current billing statement. **2. ANNUAL FEE.** If your Account has an Annual Fee, it will be shown on the additional written information accompanying this Agreement and will be charged to your Account as a Purchase. If we charge an Annual Fee for renewal of your Account, we will provide you with notice of that Annual Fee in the manner required by law and explain how you may terminate credit availability under the Account to avoid paying any such Annual Fee. If you do not terminate the Account, the terms disclosed will continue to apply.

3. RETURNED PAYMENT FEE. We will add a Returned Payment Fee to the Purchase balance of your Account if (i) a payment that you make or authorize is returned to us unpaid (for example, if a check or an electronic funds transfer to us is returned for insufficient funds or is returned because it is not signed or cannot be processed for any reason); or (ii) any Balance Transfer, Cash Advance, or Promotional Balance check is dishonored for any reason. This fee will be imposed even if your payment is later re-presented to and paid by your financial institution.

4. STOP PAYMENT FEE. We will add a \$39.00 Stop Payment Fee to the Purchase balance in your Account if you ask us to stop payment on any credit card check drawn on your Account or on any Balance Transfer request.

5. 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 \$5.00 for each additional copy unless prohibited by applicable law. This fee will be added to the Purchase balance in the Account. We will not impose any fee if your request is made in connection with written notice of a billing error.

6. PHONE PAY FEE. From time to time, you may call and require that our customer service representatives assist you in making an expedited Account payment from a designated deposit account, so that the payment can be credited to your Account as of the day of your call (or on the following business day, for calls made after the applicable cut-off time for payments). If we agree to do so and allowed by law, you agree that we may add the Phone Pay Fee disclosed at the time of your request to the Purchase balance of your Account.

D. PAYMENT REQUIREMENTS; MINIMUM PAYMENT.

You must pay us in United States dollars, using checks or similar payment instruments drawn on a financial institution located in the United States. The date you mail a payment is different than the date we receive that payment. For purposes of this Agreement, the payment date is generally the day we receive your check or money order in accordance with instructions provided on your billing statements. If you mail your payment without a payment coupon, to an incorrect address, or in any manner that does not conform to the payment instructions, that payment may be subject to a delay in crediting to your Account of up to five (5) days after the date of receipt. This may result in additional Finance Charges, Other Charges, and possible suspension of your Account.

You have the option of paying in full the New Balance shown on each billing statement or paying it in installments that at least equal the amount of the Minimum Payments shown on your billing statements. In either case, the payment due date will be at least twenty-five (25) days after the Closing Date. The Minimum Payment will include any amount past due or over the Credit Limit plus the greater of (i) \$20.00, (ii) 2% of the New Balance, or (iii) 1% of the New Balance plus current Finance Charges and Other Charges. The Minimum Payment amount will either be rounded up or down to the nearest dollar. If the total New Balance is less than \$20.00, a Minimum Payment that equals the total New Balance will be due. If you pay more than the Minimum Payment, you still must make the Minimum Payment on subsequent billing statements until you have fully paid what you owe.

If you want to settle a disagreement with us about any amount you owe by sending a check on which you have written “payment in full” or similar language, you must send that check along with a written explanation of the disagreement or dispute to: Cardmember Services, Attn: Dispute Department P.O. Box 620548, Orlando,

FL 32862-0548. This address is different than the address you use to make Account payments. Writing “payment in full” or similar language on any check will not be enough to resolve the dispute. You must send us the written explanation noted above. (See “Your Billing Rights” section below for details about your rights and our responsibilities in case of errors or questions about your billing statements.)

E. HOW PAYMENTS WILL BE APPLIED.

You agree that the Minimum Payments on your Account may be applied in the order we select. We may allocate your Minimum Payments to balances starting with the lowest Annual Percentage Rate. Payments you make in excess of the Minimum Payment will generally be applied first to balances with the highest Annual Percentage Rate and any remaining portion to the other balances in descending order based on their Annual Percentage Rates, unless we are required by law to use a different payment application method in connection with a deferred interest or similar program. Payments are normally applied to restore your available credit (the amount of your unused Credit Limit). There may be a delay in restoring your available credit until we determine whether a payment is unlikely to be returned for insufficient funds or for some other reason.

F. YOUR LIABILITY FOR UNAUTHORIZED USE OF YOUR CARD.

To report a lost/stolen Card call: 1-800-477-9702. State that you are reporting a lost/stolen card. Please have your Account number ready. You must notify the Bank promptly in the event of loss, or theft, of your Card. You may be liable for the unauthorized use of your credit card. If unauthorized use of your Account occurs, you agree to cooperate with us and law enforcement authorities in identifying the unauthorized user. 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 or any lesser amount required by applicable law or the requirements of the applicable credit card network association. You may write to us at: **Cardmember Services, P.O. Box 621569, Orlando, FL 32862-1569.**

G. OWNERSHIP OF CARD.

Your Card and any special credit card 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, other credit instruments or devices and/or special checks, by cutting them in half and surrendering those items to us or our agent by mailing them to us or dropping them off at our office.

H. CREDIT LIMIT; AUTHORIZATIONS; CONVENIENCE CHECKS.

You agree to not exceed the Credit Limit we establish for you and to immediately pay any amount in excess of your Credit Limit. We may raise or lower your Credit Limit at our discretion, as permitted by law. Each of you may request an increase to the Credit Limit of a joint Account. If you were required to have a joint Account because one of you was less than twenty-one years of age when your Account was opened and that individual remains less than twenty-one years of age when we consider raising the Credit Limit of your joint Account, we will not increase the Credit Limit until all of you approve and assume joint liability for an increase to the Credit Limit of the joint Account. We may establish separate limits that restrict the amount of the Credit Limit available for Cash Advances or Balance Transfers. We may decline authorization for any transaction at any time. We are not liable for declining authorization for any transaction, regardless of our reason. All transactions on your Account are subject to approval based upon your Account status, available credit, credit history and other factors. You may not stop the payment of any Card transaction.

We may reject and return unpaid any credit card check or special check (“Convenience Check”) you write for any reason. You must pay us for any Convenience Check we pay, even if we were permitted to reject and return the Convenience Check, unless the Convenience Check constitutes unauthorized use under Section III.F. We may refuse to issue Convenience Checks or, upon notice to you, refuse to permit the use of Convenience Checks already issued. You may call us at 1-800-477-9702 to place a stop payment on an unpaid Convenience Check. We will charge the stop payment fee in Section III.C.4. You must provide us the date, amount, name of payee, and the number of the Convenience Check. If any information you provide is incorrect or if you do not afford us a reasonable opportunity to act on your request, we may not be able to stop payment. Once a Convenience Check has been paid, we will not be able to reverse the payment. Your stop payment request will remain valid for six months. You must renew your request before it expires if you want us to continue honoring it. You agree to hold harmless and indemnify us from any losses, expenses and costs, including attorney fees incurred by us, for preventing or failing to prevent payment.

I. INDIVIDUAL LIABILITY.

You, as the Cardmember, are liable for all credit obtained under your Account(s), whether obtained by you, another Cardmember or an Authorized User of the Account. If there is more than one Cardmember on the Account, then each of you is liable, jointly and severally, for all credit obtained under the Account(s), regardless of which of you obtains that credit or benefits from it.

J. TERMINATION.

Either you or we may terminate this Agreement or suspend your credit privileges under this Agreement at any time, with or without cause. You will not try to make any Purchases or Balance Transfers or try to obtain any Cash Advances or Overdraft Advances on your Account after your credit privileges have been terminated or suspended. However, this Agreement shall otherwise remain in full force and effect until you pay all sums due us.

K. ENTIRE BALANCE DUE.

Subject to applicable law and any right that you may have under that law, we may require immediate payment of your entire Account balance if (i) you do not make at least the Minimum Payment on or before the payment due date, (ii) a Cardmember or Authorized User exceeds or tries to exceed the Credit Limit without our permission, (iii) we reasonably believe that a Cardmember's ability to pay us is materially impaired (for example, if you become subject to bankruptcy or insolvency proceedings or if an attachment or garnishment proceedings are instituted against you or your property), (iv) a Cardmember provides us with false information or a false signature, (v) a Cardmember dies, (vi) a Cardmember fails to comply with any provision of this Agreement, (vii) a Cardmember or Authorized User makes illegal use of any financial service under the Account or (viii) a Cardmember continues to use an Account or Card which has been closed. Under any of these circumstances, we can require that the total outstanding balance on your Account be paid in full immediately. If you do not immediately pay us the entire balance due when required, you will be liable to us for collection costs we incur, including reasonable attorneys fees and expenses of legal actions to the extent permitted by applicable law. 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 our right to require immediate payment of your entire Account balance.

L. AMENDMENT AND ASSIGNMENT.

IMPORTANT NOTICE: We may unilaterally change the Annual Percentage Rates, Other Charges and other terms of this Agreement at any time. This includes modifications, deletions and the addition of new provisions, including non-financial provisions (for example, we may add provisions relating to our enforcement rights or the resolution of claims and disputes). We will send you notice in the time and manner required by law to describe the changes we intend to make to your Account and this Agreement. Changes will be automatically effective on the date we specify, except as otherwise provided in any change in terms notice we provide. Use of your Account is not necessary for a change in terms to be effective. You will have the right to reject certain changes and pay off your Account in the same manner and under the same terms and conditions as then in effect, as described in any change in terms notice we provide and as required by law. We may terminate or suspend your ability to use the Account if you reject certain changes, to the extent permitted by law and as described in any change in terms notice we provide. 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" and "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.

M. APPLICABLE LAW.

The interpretation and enforcement of this Agreement (including the exportation of interest rates) shall be governed by FEDERAL law and to the extent state law applies, GEORGIA law, regardless of conflict of law principles. 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. You agree that all terms of this Agreement are material to the determination of interest.

N. OTHER PRODUCTS & SERVICES.

We will, at your request, arrange for an overnight courier to deliver additional or replacement Cards on an expedited basis. The charge assessed by the overnight courier will be added to the Purchase balance of the Account. 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.

O. CREDIT INQUIRIES.

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 the Account. If you dispute credit information we are reporting about you, you may notify us at Cardmember Services, Attn: Dispute Department, P.O. Box 620548 Orlando, FL 32862-0548.

P. CONSUMER REPORTING AGENCIES (CREDIT BUREAUS).

It is standard banking industry practice and within federal and state law for us to routinely provide data about customer loan repayment and transactions to consumer reporting agencies and other creditors. We may report information about your Account(s) to credit bureaus. Late payments, missed payments, or other defaults on your Account(s) may be reflected in your credit report.

Q. SHARING OF INFORMATION.

We may, to the extent and in the manner permitted by applicable law, communicate information about our experiences and transactions with you to consumer reporting agencies, our affiliates, and others who may properly receive that information. You may refer to our Privacy Statement for more details about how we collect, use, retain, disclose, and safeguard information about you and your Account. Our Privacy Statement is provided when consumer Cardmembers establish a customer relationship with us, once each year while Cardmembers maintain a customer relationship with us, and at other times required by law. You may request an additional copy of our Privacy Statement by calling us at 1-800-477-9702 or sending a written request to us at **Cardmember Services, Attn: Customer Service, P.O. Box 621629, Orlando, FL 32862-1629.**

R. WAIVER.

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

S. SEVERABILITY.

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

T. ENTIRE AGREEMENT.

This Agreement, as modified by any change in terms we may deliver from time to time in accordance with applicable law, constitutes the entire agreement between you and us, and supersedes 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.

U. ILLEGAL TRANSACTIONS.

Any financial service we provide may be used for any transaction permitted by law. You agree that illegal use of any financial service will be deemed an action of default and/or breach of contract and that we may terminate any such financial service and/or other related services at our discretion. You will remain responsible for paying for a transaction, even if it is not permissible. If any illegal use occurs, you also agree to waive any right to sue us for such illegal use or any activity directly or indirectly related to it and indemnify and hold us harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use.

V. EMERGENCY CARD REPLACEMENT AND EMERGENCY CASH DISBURSEMENT.

You and any Authorized User agree and authorize us to provide your/their personal data to Visa U.S. A., its Members, or their respective contractors for the purpose of providing Emergency Card Replacement and Emergency Cash Disbursement benefits to you on your Account.

W. ARBITRATION.

PLEASE READ THIS CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT. YOU WILL NOT BE ABLE TO ASSERT CLAIMS IN A CLASS ACTION OR PARTICIPATE AS A CLASS MEMBER IN COURT OR IN ARBITRATION. OTHER RIGHTS YOU WOULD HAVE IN COURT, SUCH AS DISCOVERY OR APPEAL RIGHTS, MAY BE MORE LIMITED IN ARBITRATION. EXCEPT AS PROVIDED BELOW, THOSE RIGHTS ARE WAIVED. This arbitration provision is made in connection with a transaction involving interstate commerce, and shall be governed by and enforceable under the Federal Arbitration Act, 9 U.S.C. §§ 1 through 16. By requesting, opening, maintaining or using an Account from us, you agree that if a Claim (as defined below) of any kind arises out of this Agreement, either you or we can choose to have that Claim resolved through binding arbitration the American Arbitration Association (the “AAA”), 335 Madison Avenue, New York, NY 10017, www.adr.org, JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614, www.jamsadr.com, 1-800-352-5267, or any other neutral and impartial arbitrator mutually acceptable to you and us (the “Arbitrator”). The Arbitrator must be an attorney or retired judge. If you and we cannot agree on an Arbitrator, you and we agree that an Arbitrator may be appointed by a court in accordance with the Federal Arbitration Act, 9 U.S.C. §§ 1 through 16. If arbitration is chosen by any party, neither you nor we will have the right to litigate that Claim in court or to have a jury trial on that Claim, or to engage in pre-arbitration discovery, except as provided for in any applicable arbitration rules of the Arbitrator. In addition, 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 generally be final and binding. Other rights that you would have if you went to court may also not be available in arbitration. It is important that you read the entire arbitration provision carefully before accepting the terms of this Agreement.

Any claim, dispute or controversy (whether in contract, regulatory, tort, or otherwise, whether pre-existing, present or future and including constitutional, statutory, common law, intentional tort and equitable claims) arising from or relating to (i) the credit offered or provided to you, (ii) the actions of you, us or third parties connected with the Account or (iii) the applicability or validity of this arbitration provision (individually and collectively, a “Claim”) must, after an election by you or us, be resolved by binding arbitration in accordance with this arbitration provision and any applicable Arbitration Rules of the Arbitrator in effect when the Claim is filed. Claims subject to arbitration include those made as counterclaims, cross-claims, or third party claims, and a party who initiates a court proceeding may elect arbitration for any such Claims advanced in the lawsuit by any party. There shall be no authority for any Claims to be arbitrated on a class action basis. An arbitration can only decide our or your Claim and may not consolidate or join the claims of other persons who may have similar claims. Any arbitration hearing that you attend will take place in the federal judicial district where you reside at the time the Claim is filed or some other place to which you and we agree in writing. At your request, we will advance the first \$500 of the filing and hearing fees for any Claim you may file against us; the Arbitrator will decide whether we or you will ultimately pay those fees. The Arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. You or we may choose to have a hearing and be represented by counsel. Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction. This arbitration provision shall survive repayment of your extension of credit, changes to your Account and the Cardmember Agreement, and your or our termination of the Account. If any portion of this Arbitration section is deemed invalid or unenforceable, you and we agree that the remaining portions shall still remain in force.

RIGHT TO REJECT ARBITRATION PROVISION. You may reject this Arbitration Provision and therefore not be subject to being required to resolve any dispute, controversy or claim by arbitration. To reject this Arbitration Provision, you must send us written notice of your decision so that we receive it at the address listed below within forty-five (45) days of accepting, signing, or using the Card. Such notice must include a statement that you wish to reject this Arbitration Provision, along with your name, address, account name, account number and your signature and must be mailed to the SunTrust Bank Legal Department, Attn: Arbitration Rejection – Credit Card Accounts, P.O. Box 4418, Mail Code 0643, Atlanta, GA 30302-4418.

This is the sole and only method by which you can reject this Arbitration Provision. Rejection of this Arbitration Provision will not affect any remaining terms of this Account and will not result in any adverse consequence to you or your Account or credit history. You agree that our business records will be final and conclusive with respect to whether you rejected this Arbitration Provision in a timely and proper fashion. This Arbitration Provision will apply to you and us and to your Account unless you reject it by providing proper and timely notice as stated herein.

IV. YOUR BILLING RIGHTS: Keep This Notice for Future Use

This notice tell 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 us at:

Cardmember Services

Attn: Dispute Department
P.O. Box 620548
Orlando, FL 32862-0548

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 [or electronically]. 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:

SunTrust Bank
P.O. Box 620548
Orlando, FL 32862-0548

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.

The information about the costs of the card described in this application is accurate as of March 1, 2012.. This information may have changed after that date. To find out what may have changed, write Cardmember Services, P.O. Box 621569 Orlando, FL 32862-1569.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	Prime Rate + 6.74% to Prime Rate + 16.74% Your rate will be based on your creditworthiness. This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	Prime Rate + 6.74% to Prime Rate + 16.74% Your rate will be based on your creditworthiness. This APR will vary with the market based on the Prime Rate.
APR for Cash Advances and Overdraft Advances	Prime + 21.74% This rate will vary with the market based on the Prime Rate.
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charges	If you are charged interest, the charge will be no less than \$1.50.

Fees	
Annual Fee	None
Transaction Fees * Balance Transfer * Cash Advance * Foreign Transaction	* \$10.00 or 4% of the amount of the transfer, whichever is greater * \$10.00 or 4% of the amount of the transfer, whichever is greater * 3% of each transaction in U.S. dollars
Penalty Fees * Late Payment * Returned Payment	* Up to \$35 * Up to \$35

How We Calculate Your Balance: We use the "Average Daily Balance (Including New Purchases)" Method. See the Cardmember Agreement for more details.