Updated as of 09/12

APPLIED BANK® CREDIT CARD AGREEMENT

In this Credit Card Agreement ("Agreement") "we," "us," "our" and "Bank" refers to Applied Bank of Wilmington, Delaware. "You," "your" and "yours" refer to the person or persons who are liable for the Visa® or MasterCard® credit card account ("Account"). This Agreement includes the "Schedule of Rates and Fees" and governs your Account. It supersedes and replaces any prior agreement you may have with us for this account. This Agreement (or any prior credit card agreement we provided to you) became effective when your Account was approved. If you do not agree to abide by the terms of this Agreement, you must close your Account, in the manner provided in this Agreement, before you attempt to obtain the first Cash Advance or Purchase on your Account or otherwise use your Account. If you close your Account within 30 days of the date it is opened we will issue a credit to your Account for any fees or Interest Charges we assess and charges for goods or services provided by our affiliated companies.

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION THAT MAY SUBSTANTIALLY LIMIT OR AFFECT YOUR RIGHTS. AS SET FORTH IN THE ARBITRATION PROVISION, YOU MAY EXCLUDE YOURSELF FROM THE ARBITRATION PROVISION WITHOUT AFFECTING YOUR RIGHT TO CREDIT OR ANY OTHER TERMS OF THIS AGREEMENT IF YOU PROMPTLY SEND US A WRITTEN NOTICE. PLEASE READ THE ARBITRATION PROVISION CAREFULLY AND KEEP IT FOR YOUR RECORDS. THE ARBITRATION PROVISION SHALL BE EFFECTIVE UNLESS PROHIBITED BY LAW, RULE OR REGULATION.

Definitions. Other defined terms used in this Agreement include:

1. **"ATM"** means any automated teller machine.

2. **"Authorized User"** means anyone you authorize to use the Card (or any other credit device we supply to you) or your Account to obtain credit. If you request, and at our discretion, we may issue an additional Card in the name of the Authorized User with your Account number provided that the Authorized User to whom the card is to be issued accepts joint and severable liability for the account. You agree to be obligated for all credit obtained by all Authorized Users as if that credit were obtained by you, including credit for which you may not have intended to be liable.

3. **"Billing Cycle"** means a monthly billing period, which begins on or about the same day of each month.

4. **"Card"** means the card(s) issued in connection with your Account.

5. **"Cash Advance Check"** means Visa Check, MasterCard Check or any other checks, drafts or written instruments we supply to you to obtain a Cash Advance on your Account.

6. **"Cash Advance"** means credit you or an Authorized User obtain on your Account in any of the following ways:

(a) by drawing a Cash Advance Check on your Account,

(b) by presenting the Card (or any other credit device we supply to you) to us or to any other participating MasterCard or Visa financial institution or other provider, to obtain cash or to make a transfer from your Account to any other deposit or loan account or to make any other transactions that involve the purchase of items that are readily convertible to cash or similar transactions including, but not limited, to money orders, stamps, travelers cheques, bail

bonds, tax payments and gaming transactions (it being understood that you will only engage in gaming transactions where lawful),

(c) by using the Card at an ATM or other device available for this purpose, to obtain cash or to make a transfer from your Account to any other deposit or loan account you have with us,

(d) by incurring certain fees which may be billed as a Cash Advance for billing purposes such as the Account Origination Fee, Cash Advance Fee Interest Charge, Credit Limit Increase Fee, Upgrade Fee and any other fee defined in this Agreement or otherwise disclosed to you as a Cash Advance.

7. **"Closing Date"** means the last day of any Billing Cycle.

8. **"Credit Limit"** means the maximum amount of credit we have approved for you on your Account.

9. **"Deposit"** means the deposit account that you may maintain with us at any time in connection with your Account. The Deposit is subject to our regular Deposit Account Rules and Regulations (the "Rules") which are in effect (as may be amended from time to time) and which are included with this Agreement. Information described in the Truth-in-Savings disclosures of the Deposit account has been or will be sent to you if and when you open the Deposit. Your Deposit will secure all credit you now have or later obtain on your Account, as well as our charges.

10. **"New Balance"** means the outstanding balance in your Account at the end of any Billing Cycle. The New Balance is the sum of the Previous Balance shown on your Statement, less payments and credits, plus new Cash Advances and Purchases and our charges (including Interest Charges) posted during the Billing Cycle.

11. **"POS"** means point of sale.

12. **"Purchase"** means credit you or an Authorized User obtains on your Account, when you present the Card, or Card number, to a merchant honoring the Card or use the Card at a POS terminal to purchase goods and/or services. A Purchase also includes any fee listed in the "Our Charges" portion of this Agreement and any other fee, Interest Charge, or other transaction billed to your Account (for example, debt protection) that is not a Cash Advance.

13. **"Statement"** means a statement of your Account which we will send to you at the end of any Billing Cycle in which we owe you or you owe us more than $1, or we impose any charge (including Interest Charges), or any payment, credit, Cash Advance or Purchase is posted to your Account.

Using Your Account To Obtain Credit. You can use the Card and your Account to make Purchases and obtain Cash Advances at any time, as long as you are not in Default and your credit privileges have not been terminated. We may also allow Purchases or Cash Advances on your Account, even if you are in Default or your credit privileges have been terminated, if the Purchase or Cash Advance was made by you or an Authorized User. Your Account may be used only for valid and lawful purposes. If you use or allow someone else to use your Account for any other purpose you will be responsible for such use and may be required to reimburse us and/or Visa or MasterCard for all amounts or expenses either we or Visa or MasterCard pay as a result of such use.

Credit Limit. Your Credit Limit will appear on the accompanying Card carrier and on your Statements. You may not exceed or attempt to exceed your Credit Limit at any time. However, if your Account balance exceeds your Credit Limit for any reason, we may require that you pay us any such excess immediately on demand, rather than in monthly installments. If we have previously honored requests for credit over your Credit Limit, it does not mean that we will honor further overlimit requests. We may offer or accept requests for credit limit increases, which may be subject to a Credit Limit Increase Fee Interest Charge.

Promise to Pay. By opening an Account, signing the Card or obtaining credit on your Account, you agree, jointly and severally if more than one person is contractually liable for the Account, to be obligated for all credit obtained on your Account, whether by you or any of you, or by any Authorized User, as well as for our charges (including Interest Charges) as provided in this Agreement. You also agree to be legally bound by this Agreement. You promise to pay to us all sums you owe on your Account, together with Interest Charges and other charges, in U.S. dollars, and payable through a financial institution in the United States, and in accordance with this Agreement and any hour of receipt and other payment instructions that appear on your Statement. No Cash Advance Check, draft or written instrument we supply to you can be used to make a payment against this Account. We may accept late payments, partial payments, post-dated checks, or any form of payment containing a restrictive writing without losing any of our rights under this Agreement. No payments shall operate as an accord and satisfaction without prior written approval of a Senior Officer of the Bank. Any payment check that you send to us for less than the full balance due that is marked "paid in full" or with a similar notation or that you otherwise attempt to tender in full satisfaction of a disputed amount must be sent to our Legal Department at P.O. Box 15803, Wilmington, DE 19850 with a letter identifying the dispute and that the payment is tendered in satisfaction of the disputed Account balance. We will apply your payments in any lawful manner that we choose.

You may choose, subject to our approval, to make a payment in U.S. dollars by means of a direct debit or charge to any deposit, savings or credit account of yours that is issued by a financial institution in the United States ("Payment Account"). By requesting us to process a payment by direct debit or charge to your Payment Account, you hereby authorize us, at our option, to debit your Payment Account by means of an electronic transaction or to submit a paper check or draft to your financial institution.

You agree that we may convert any payment check or other payment instrument into an electronic debit transaction that will be processed through the Automated Clearing House system ("ACH") and electronically debited from the account on which the check was drawn. Your payment check or other payment instrument will not be physically presented to your financial institution or returned to you. This is called check truncation or check conversion. However, should you need a copy of a check you may contact us and we will provide it to you. You may be charged a fee for such copy request as allowed by law and as set forth in the section of this Agreement entitled "Our Charges."

Statements. The Statements we will send to you will reflect the activity and our charges on your Account during the Billing Cycle. They will also show your Minimum Payment and the Payment Due Date by which we must receive your Minimum Payment. If there are more than one of you, we may send the Statements only to the person named as the primary account holder in our system.

Our Charges. You agree to pay us the following fees in connection with your Account. All Purchases and Charges will reduce credit availability at the time they are charged to your

Account. The amounts of these fees are listed in the "Schedule of Rates and Fees" enclosed with this Agreement. Such fees will be treated as Purchases on your Account. Our assessment of Late Fees and Returned Payment Fees does not mean you are permitted to engage in conduct giving rise to these fees. In fact, you agree not to engage in such conduct.

1. **Annual Fee.** If your Account has an Annual Fee it will be billed each year (unless otherwise noted on the "Schedule of Rates and Fees") and it will be charged once your account is opened and will appear on your first monthly statement. Subsequent Annual Fees will be charged annually on the anniversary Closing Date. The Annual Fee is non-refundable unless you notify us in writing that you wish to close your Account within 30 days of our providing the Statement on which the Annual Fee is billed and at the same time, you pay your outstanding balance in full. If your account is closed by you or us, we will continue to charge the Annual Fee until you pay your outstanding balance in full and terminate your Account relationship.

2. **Monthly Maintenance Fee (MMF).** If your Account has a MMF it will be imposed for each Billing Cycle or portion thereof your Account is open or has a balance (unless otherwise noted on the "Schedule of Rates and Fees"). The MMF will be charged to your Account on each Closing Date. If your account is closed by you or us, we will continue to charge the MMF until you pay your outstanding balance in full and terminate your Account relationship.

3. **Copying Charges.** If you request duplicates of any Statement, Cash Advance Check or other documents (except in connection with proper and timely written notice of a billing error), we will charge you a fee for each copy we provide, unless applicable state law requires us to charge a lesser amount. This fee will be charged to your Account on the date that your request is processed.

4. **Late Fee.** We will charge a Late Fee if we do not receive your Minimum Payment by the Payment Due Date shown on your Statement in accordance with any hour of receipt and other payment instructions appearing on your Statement. This fee will be charged to your Account on your Payment Due Date if your Minimum Payment is not received.

5. **Returned Payment Fee.** If any check, draft, or other payment method we allow, electronic or otherwise, that is submitted as payment for sums owing on your Account, or for any other purpose, is returned unpaid or charged back to us for any reason, we will charge a Returned Payment Fee. This fee will be charged to your Account on the date that your returned payment is processed.

6. **Reinstatement Fee.** If you or we terminate credit privileges on your Account for any reason, at your request and in our sole discretion we may reinstate your Account privileges. To be eligible for reinstatement you must resolve any Default to our satisfaction. If we reinstate your Account, we will charge you a Reinstatement Fee on the date that your request is processed.

7. **Stop Payment Fee.** If we stop payment on any Cash Advance Check or other Cash Advance at your request, we will charge a Stop Payment Fee on the date that your request is processed. Stop Payment orders are permissible, subject to applicable law, by mail or by phone on any Cash Advance Check that has not posted to your Account and is received at such time as to give the Bank a reasonable opportunity to act. To request a stop payment, you must precisely identify the type of Cash Advance Check, the check number, date of Cash Advance Check, the exact amount of the item, and the payee. However, at our option, and to the extent that we are able, we may honor Stop Payment requests that do not identify the Cash Advance Check with as great a degree of precision as that specified in the immediately preceding

sentence. Only the person who initiated the Stop Payment may make a release of the Stop Payment request. Oral Stop Payment orders are binding for fourteen (14) days only, unless you confirm the order in writing and we receive it within the fourteen-day period. When a Stop Payment request form is properly signed and returned, the order is effective for six (6) months after the latest date the written confirmation is received, accepted, and recorded on your Account, at which time it will automatically expire. The Bank will not be liable for any reasonable delay in accepting and recording a Stop Payment to your Account.

8. **Additional Card Fee.** After the initial Card has been issued for your Account, if you request and we agree to provide an additional Card to be issued in the name of an Authorized User or you request and we agree to permit an Authorized User who accepts full contractual liability for the account, be added to your Account, we will charge an Additional Card Fee for the approval of your request and the issuance of another Card to your Account. This fee will be charged to your Account on the date that your request is processed.

9. **Replacement Card Fee.** After a Card has been issued in your name, if you request and we agree to provide a replacement Card, we will charge a Replacement Card Fee for the Card's replacement. This fee also applies to any Authorized User. This fee will be charged to your Account on the date that your request is processed.

10. **Automated Account Information Fee.** We will charge you to access our automated account information system through our toll free telephone number. The first two inquiries per Billing Cycle will not incur a charge. Thereafter, a fee for each separate Account inquiry you make through our automated account information system will be assessed. This fee(s) will be charged to your Account on the same day that you make your inquires. You will be charged for each separate inquiry you make even if you make more than one inquiry during the same call. This fee may also be referred and listed on your Statement as an "excessive pinpoint transaction."

11. **Fees for Optional Payments.** If you choose and we allow you to make an expedited payment by telephone with the assistance of one of our associates or agents to post to your Account the same day or, if the payment is made or received after 5:00 p.m., we will assess a fee to your account on the date that your payment is initiated.

12. **Miscellaneous Fees.** In accordance with applicable law, we may charge you any reasonable fees for services rendered or for reimbursement of expenses, incurred in good faith by us or our agents in connection with your Account, or other reasonable fees in connection with our administering, terminating or reinstating your Account. For example, if you continue to use the Account after we advise you that your credit privileges have been terminated, we may charge you for our costs in listing your Account as ineligible for credit and for any fee imposed on recapture of the Card(s) or Cash Advance Checks.

Interest Charges. Your Account is subject to the following Interest Charges, which may appear as either a Fee or Interest on your Statement**:** (1) a Cash Advance Fee, which is imposed on the same day we honor any Cash Advance and added to your Cash Advance balance (please note that in the Billing Cycle in which a Cash Advance is posted, the Cash Advance Fee will cause the "Annual Percentage Rate" for Cash Advances to exceed the "Corresponding Annual Percentage Rate" for Cash Advances shown on your Statement for that Billing Cycle); (2) a "Periodic Rate Interest Charge," which is calculated on the Purchase and Cash Advance average daily balance of your Account as described in this Agreement. This charge will be assessed to your Account on the Closing Date; (3) a "Credit Limit Increase Fee" which may be charged on the same day we approve each unsecured credit limit increase after

your Account is opened; (4) an "Upgrade Fee", which may be charged on the same date we approve any product upgrade (i.e. standard to gold); (5) a "Foreign Currency Transaction Fee" is applied to any transaction made in a foreign currency that is converted to U. S. Dollars by Visa or MasterCard or any transaction made in a foreign country even if it is in U.S. Dollars (please note that this fee will be added on the same date to the same balance to which the foreign transaction is added); and (6) a "Minimum Interest Charge", which will be charged for a Billing Cycle during which there exists any Purchases and/or Cash Advances balance of $1 or greater in your Account.

Grace Period. There is no Grace Period for the Account. Interest Charges accrue on Purchases, Cash Advances and Our Charges beginning on the date the transaction occurs or on the first day of the Billing Cycle in which the transaction is received by us or, at our option, the date the transaction is posted to your Account. Periodic Rate Interest Charges continue to accrue until payment in full is received.

Periodic Rate Interest Charge Calculation-Average Daily Balance Method (Including New Transactions) for Purchases and Cash Advances.

(1) To determine the Periodic Rate Interest Charge for Purchases and Cash Advances we multiply the monthly Periodic Rate for Purchases and Cash Advances by the "average daily balance" for Purchases and Cash Advances (including new transactions) for the current Billing Cycle.

(2) The total Interest Charge imposed on your Account each Billing Cycle is the sum of the Periodic Rate Interest Charges as calculated for Purchases and Cash Advances for the current Billing Cycle, all Cash Advance Fees, and any Fees described in the Our Charges section of this agreement that may be imposed during such Billing Cycle.

(3) Purchases. To get the "average daily balance" of Purchases for a Billing Cycle, we take the beginning balance of Purchases in your Account each day, add any new Purchases, and subtract any payments or credits which are applied to Purchases (treating any negative balances as zero). On the first day of each Billing Cycle, we add the unpaid Periodic Rate Interest Charges for Purchases for the prior Billing Cycle to the daily balance of Purchases. (In this way, we compound Interest Charges on Purchases on your Account on a monthly basis.) This gives us the daily balance of Purchases. Then, we add up all the daily balances of Purchases for the Billing Cycle and divide the total by the number of days in the Billing Cycle. This gives us the "average daily balance" of Purchases for a Billing Cycle. There is no grace period in which Purchases may be repaid without incurring an Interest Charge.

(4) Cash Advances. To get the "average daily balance" of Cash Advances for a Billing Cycle, we take the beginning balance of Cash Advances in your Account each day, add any new Cash Advances, and subtract any payments or credits which are applied to Cash Advances (treating any negative balances as zero). On the first day of each Billing Cycle, we add the unpaid Periodic Rate Interest Charges for Cash Advances for the prior Billing Cycle to the daily balance of Cash Advances. (In this way, we compound Interest Charges on Cash Advances on your Account on a monthly basis.) This gives us the daily balance of Cash Advances. Then, we add up all the daily balances of Cash Advances for the Billing Cycle and divide the total by the number of days in the Billing Cycle. This gives us the "average daily balance" of Cash Advances for a Billing Cycle. There is no grace period in which Cash Advances may be repaid without incurring an Interest Charge.

(5) General Periodic Rates. See "Schedule of Rates and Fees" enclosed with this Agreement.

Credit Availability. Payments on your account are made by guaranteed funds (for example, money orders and cashier's checks) your credit will be available on the day after your deposit or payment is credited. All other deposits or payments may not increase your credit availability until we are assured that the payment has not been dishonored. This could take up to 14 calendar days (or longer).

Minimum Payments. You may pay your entire balance at any time, without penalty or premium. Whenever a balance is due, however, each month you must pay us at least the Minimum Payment Due, which we must receive on or before the Payment Due Date shown on the Statement, in accordance with any hour of receipt and other payment instructions shown on your monthly Statement. The Payment Due Date will be approximately 25 days after the Closing Date. The Minimum Payment Due in any monthly Billing Cycle will be equal to the sum of (i) 2.25% of your New Balance plus the total of all Periodic Rate Interest Charges that have accrued in the Billing Cycle for which the Minimum Payment is being calculated (rounded up to the next dollar) ***or*** $35, whichever is more (or your entire New Balance if less than $35); ***plus*** (ii) all past due amounts; ***plus*** (iii) the amount of any Late Fee charged in the Billing Cycle for which the Minimum Payment is being calculated.

Subject to applicable law, we will apply and allocate payment up to the Minimum Payment Due and any credits on your Account among balances and Charges in any order and manner determined by us in our sole discretion. You agree that we have the unconditional right to exercise this discretion in a way that is most favorable or convenient to us. Generally, the amount of payments credited to your Account during a Billing Cycle will be applied first to the balance bearing the lowest APR and then to balances bearing the higher APR, until the Minimum Payment Due payable in the Billing Cycle is credited to your Account. After that, the amount of payments remaining will be applied to the balance bearing the highest APR and then to balances bearing the lower APR in descending order. In most cases, credits will be applied first to the balance from which the corresponding debit originated.

Security. You grant us a security interest and pledge and assign to us any and all sums now or later in any Deposit established by you to secure payment of all of your existing and future obligations under this Agreement and your Account. The Deposit must be maintained with us unencumbered (i.e. not subject to any lien, judgment, attachment or execution) at all times. You may add to the Deposit at any time. With our consent, you may also withdraw from the Deposit, which will reduce your Credit Limit by a like amount, so long as you do not cause the outstanding balance in the Account to exceed your new, lower Credit Limit. You agree that we may restrict your right to obtain withdrawals from the Deposit. Upon a Default and without notice to you, we may apply any sums then in the Deposit against what you then owe on your Account. We may retain the Deposit or any sums remaining in the Deposit until the latest of the following events: (i) 14 days after the time all sums owed to us on your Account are paid in full, (ii) 10 weeks from the time we receive from you all of the unexpired Cards and Cash Advance Checks, cut in half, or (iii) 10 weeks from the time of termination of your Account. Except for the Deposit, we do not have a security interest in any other of your property in connection with your Account.

Terminating Credit Privileges and Closing Your Account. You or we can terminate your credit privileges at any time for any reason, including but not limited to when you are in Default under this Agreement. If you or we terminate your credit privileges, you promise that any amounts that you owe us at the time of termination, plus any new Purchases or Cash Advances, plus any Interest Charges and other fees and charges that will continue to be

imposed at the rates and in the amounts specified in this Agreement, will be repaid according to this Agreement.

You may Close your Account at any time. In order to close your Account, you must: give us written notice of your intent to close your Account at the address for inquiries shown on your Statement, and pay your outstanding balance in full. Your notice to close your Account will become effective as soon as we can reasonably act on it. If you request to close your Account, but do not pay your outstanding balance in full, your credit privileges will be terminated. If you close your account, the terms of this Agreement remain in effect.

Default. You will be in default of this Agreement ("Default") if any of the following occur:

1. You do not make a Minimum Payment on your Account on or before the Payment Due Date;
2. You die or are declared legally incompetent;
3. You become insolvent or bankrupt;
4. You exceed or attempt to exceed the Credit Limit;
5. You provide us with false or misleading information or signatures at any time or use your Account in any fraudulent or unlawful manner;
6. You fail to comply with this Agreement;
7. You fail to make any payment or perform any promise in any other agreement or obligation you have with us; or
8. Any judgment, lien, attachment or execution is issued against you, the Deposit or your other property.

If you are in Default, we may immediately terminate your credit privileges on your Account and any other credit account(s) you may have with us. We need not give you notice of termination. We may also demand that you immediately pay us all sums owing on your Account and any other credit account(s) you may have with us, including all unpaid Interest Charges and other charges. We may also combine the outstanding balance on your Account with the balances of any other credit account(s) you may have with us regardless of whether or not that account is past due. Without notice to you, we may also apply any sums then in the Deposit, including interest, if any, you earned on the Deposit, against what you then owe on your Account. We may also demand that you cut the Card(s) and Cash Advance Checks in half and immediately return them to us. Although we may have declared your Account to be in Default, you agree to pay us Interest Charges and other charges at the rates provided in this Agreement until all sums you owe us are paid in full, even if we have demanded that you make immediate payment in full.

If we waive a Default, we do not waive the right to declare the same or another event occurring later as a Default of your Account. If we start collection proceedings to recover amounts you owe us on this Agreement, to the extent permitted by law you agree to pay the reasonable fees of our attorneys who are not our regularly salaried employees, all fees paid to third parties who collect on your debt for us, and all of our court, arbitration or other collection charges.

Check Return. If we issue Cash Advance Checks or drafts to you for use with your Account, you agree that we need not return to you those that you use. If you need evidence of any payment made to a merchant or other person by a Cash Advance Check or draft, you agree that a photocopy or similar reproduction we provide to you will be satisfactory for such

purposes. Such copies are subject to the Copying Charges listed in the Our Charges section of this Agreement.

No Responsibility. We are not responsible in any way for the failure or refusal of any person to honor a Card, Cash Advance Check or other credit instrument or device we supply to you. We are not responsible if any ATM or other device fails to operate or operates improperly.

Lost or Stolen Cards or Checks. You agree to notify us immediately if any Card or Cash Advance Checks are lost or stolen, or if you suspect that they or your Account has been used, or may be used, without your permission.

Unlawful Internet Gambling. Restricted transactions are prohibited from being processed through your account with us as required by the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG. A restricted transaction is a transaction or transmittal involving any credit, funds, instrument, or proceeds in connection with the participation of another person in unlawful internet gambling.

Severability and Waiver. If any provision of this Agreement is invalid or unenforceable under any law, rule or regulation, it shall not affect the validity or enforceability of any other provision of this Agreement. We may delay or waive enforcing any of our rights under this Agreement without losing them.

Changing This Agreement. We may change the terms of this Agreement at any time and from time to time (including during the first year the Account is open) and including, without limitation, by increasing existing annual or other fees, adding new fees, adding other new terms or deleting or modifying any existing terms. If we change this Agreement, we will send you a prior notice of the change only if it is then required by law. To the extent permitted by law, a change in terms of this Agreement will apply to existing balances and new transactions on your Account.

Credit Information. If you believe that any information that we have furnished to consumer reporting agencies about you and your Account is inaccurate, you should contact the consumer reporting agency to ensure your rights. As permitted by law, we may obtain consumer credit reports and information about you for updates, renewals, extensions of credit, review or collection of your Account and any other permissible purpose. We may furnish information about you and your Account to consumer reporting agencies and others who help service your Account.

Governing Law. This Agreement and your Account will be governed by, and interpreted under Federal law and the laws of the State of Delaware without reference to principles of conflict of laws. The legality, enforceability and interpretation of this Agreement and the amounts contracted for, charged and received under this Agreement will be governed by such laws. This Agreement is entered into between you and us in Delaware. We make decisions about granting credit to you from and extend credit to you under this Agreement in Delaware. Federal and Delaware law will also apply to any controversy, Claim or dispute arising from or relating in any way to the subject matter of this Agreement and/or your Account, including, without limitation, statutory, equitable or tort claims.

Return of Cards and Cash Advance Checks. You must surrender the Card(s) and Cash Advance Checks to us upon demand.

Binding Effect. If we pay a participating merchant for a Purchase or post a Cash Advance to your Account before we receive written notice of your death or declaration of your legal incompetence, or if we pay a participating merchant for a Purchase or post a Cash

Advance to your account for a transaction that you made prior to your death or the declaration of your legal incompetence, those transactions will be a valid and binding Account obligations upon you, your estate and your personal representatives.

Foreign Exchange Rate. If you make a transaction in a foreign currency, MasterCard or Visa, depending on your card type, will convert the foreign currency transaction amount into a U.S. dollar amount. MasterCard or Visa will act in accordance with their operating regulations or foreign currency conversion procedures then in effect. MasterCard currently uses a conversion rate in effect one day prior to its transaction processing data. Such rate is either a government-mandated rate or a wholesale rate. Visa currently uses a conversion rate in effect on its central processing date. Such rate is either a rate it selects from the range of rates available in wholesale currency markets, which may vary from the rate Visa receives or the government mandated rate. We may impose a Foreign Currency Transaction Fee as described in the Interest Charges section of this Agreement.

Telephone Monitoring. You consent and authorize us, and any of our affiliates, servicing companies, or associates to monitor and/or record any of your telephone conversations with our representatives or the representatives of those companies.

Your Consent For Calls And/Or Text Messages To Your Cellular Phone. If we collect your cellular phone number from you, from another source or as a result of receiving a cellular phone call from you, you expressly consent to accept from us, our affiliates or any third party acting on our behalf:

(1) Calls or text messages for collection purposes or for other account-related purposes, such as to process your application.

(2) Calls or text messages that we initiate to your cellular phone number made or transmitted using any automatic telephone dialing system and/or containing prerecorded messages.

You agree you will be responsible for any fees or charges you incur as a result of incoming calls or text messages from us, from our affiliates, or from any third party acting on behalf of us or our affiliates.

Your Information. You agree to provide us with accurate and updated information necessary to communicate with you and to send you information about your Account. Your Cards, Statements and any other notices will be sent to you at the address in our files. If you change your name, address, telephone numbers or e-mail address, you must notify us promptly. We may at our option accept corrections or updates to your personal information from the United States Postal Service and others. You agree that in the event that we do not have valid personal information on file we may obtain such information from a third party. You agree that we may send information to you about your Account by e-mail and that such information may include, among other things its delinquency or overlimit status. If you do not want us to send account information
by e-mail, please send a written request to our customer service address asking us not to do so.

We May Transfer Your Account. We may at any time, and without notice to you, transfer, assign or sell your account, any sums due on your account, this Agreement, or our rights or obligations under your account or this Agreement to any person or entity. The person or entity to whom we make any such sale, assignment or transfer shall be entitled to all of our rights and/or obligations under this Agreement, to the extent sold, assigned or transferred.

ARBITRATION

Arbitration. Arbitration is a method of deciding disputes outside the court system. This Arbitration Provision governs when and how any disputes you and we may have will be arbitrated instead of litigated in court.

Certain Definitions. Certain capitalized words used in this Arbitration Provision have special meanings:

"We," "us," and "our" do not mean just the Bank. These terms also include: (1) any parent company of the Bank, all companies owned by, controlled by or under common ownership or control with the parent company or the Bank, including but not limited to Applied Card Systems, Inc.; (2) any prior issuer of the Account; (3) any company to which we transfer our rights under this Agreement; and (4) all of the employees or other individuals who manage or own these companies. Finally, if either you or we elect to arbitrate any Claim you bring against us, these terms include any other persons or companies who you make Claims against in the same proceeding.

"Claim" means any dispute between you and us that cannot be resolved without a judicial or arbitration proceeding and arises as a result of, or has anything at all to do with: (1) your Account; (2) the events leading up to your becoming an Account holder; (3) this Agreement (including this Arbitration Provision); (4) any prior credit account or agreement relating to such account; or (5) your relationship with us. This includes disputes relating to any products, insurance or other services offered to you as an Account holder. This includes disputes about whether this Arbitration Provision is valid or binding; about whether or when it applies; and whether a dispute is arbitrable. It includes disputes relating to constitutional provisions; statutes; ordinances; regulations; court decisions; compliance with the Agreement or a related contract; and wrongful acts of every type (whether intentional; fraudulent; reckless; or just negligent). It includes requests for money, for orders requiring you or us to take certain actions (which are sometimes referred to as "injunctive relief"), for declarations of legal rights and for any other kind of relief. This Arbitration Provision applies to Claims that arise prior to the effective date of this Arbitration Provision. Notwithstanding the foregoing, any dispute concerning the validity or effect of the part of this Arbitration Provision captioned "NO CLASS ACTIONS OR SIMILAR PROCEEDINGS" shall not be subject to this Arbitration Provision and shall be resolved by a court and not an arbitrator.

"Administrator" means the American Arbitration Association ("AAA"), 335 Madison Avenue, New York, NY 10017, www.adr.org, or, in the event that AAA is not available as a forum for arbitration of a Claim, such alternative forum which administrates arbitration of a Claim in accordance with the Federal Arbitration Act, 9 U.S.C. §§1 et seq. and the Administrator's Rules. The arbitrator will be selected under the Administrator's Rules. You can select the Administrator if you give us written notice of your selection with your notice that you are electing to arbitrate any Claim or within 20 days after we give you notice that we are electing to arbitrate any Claim. If you do not select the Administrator on time, we will select one. If for any reason the Administrator you or we select is unable or unwilling to serve or continue to serve as Administrator, you will have 20 days to select a different Administrator.

Starting an Arbitration. You or we can give written notice of an intention to begin arbitration of a Claim or Claims or to require arbitration of the other party's Claim or Claims. This notice can be given by one party even if the other party has begun a lawsuit. If such a notice is given, any Claim will be resolved by arbitration under this Arbitration Provision and the Administrator's Rules that are in effect at the time the Claim is filed with the Administrator.

The arbitrator must be a lawyer with more than 10 years of experience or a retired judge, unless you and we agree otherwise. A copy of the Claim form may be obtained from the Administrator or from us. A party who has asserted a Claim in a lawsuit may still elect arbitration with respect to any Claim that is later asserted in the same lawsuit by any other party. All doubts about whether to arbitrate a Claim shall be resolved in favor of arbitration.

We will not elect to arbitrate an individual Claim that you bring against us in "small claims" court (or the equivalent court in your state). However, we may elect to arbitrate a "small claims" court Claim that is later transferred, removed or appealed to any different court.

IMPORTANT LIMITATIONS

If you or we elect to arbitrate a Claim, neither you nor we will have the right to pursue that Claim in court or have a jury decide the Claim. Also, the ability of a party to obtain information from the other party and to appeal, is more limited in an arbitration than in a lawsuit. Other rights that you or we would have in court may also not be available in arbitration. The fees charged by the administrator may be higher than the fees charged by a court.

NO CLASS ACTIONS OR SIMILAR PROCEEDINGS

If you or we elect to arbitrate a Claim: (1) neither you nor anyone else on your behalf can pursue that Claim in court or in an arbitration proceeding on a class-wide or representative basis; and (2) Claims brought by or against one account holder (or joint account holders) may not be brought together with Claims brought by or against any other account holder. The arbitrator shall have no authority to hear or decide an arbitration on a class-wide or representative basis. However, this prohibition against class actions is not applicable to cardholders residing in the State of California.

Arbitration Location and Costs. Any arbitration hearing that you attend will take place at a location reasonably convenient to your residence. In the event that you file a Claim against us and you cannot afford to pay the fees charged by the Administrator and the arbitrator or if you believe that such fees are too high, and you cannot obtain a fee waiver, we will consider any reasonable written request by you for us to advance the fees. We will pay any fees or expenses we are required to pay by law. The arbitrator will decide who will be ultimately responsible for paying those fees. In the event that you file a Claim against us, in no event will you be required to reimburse us for any arbitration filing, administrative or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in a state court with jurisdiction. In the event that we file a Claim against you, the arbitrator will decide who is responsible for paying all costs for arbitrating the Claim.

Governing Law. This Agreement involves interstate commerce and this Arbitration Provision is governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§1 et seq. The arbitrator must follow: (1) the FAA; (2) the substantive law, consistent with the FAA, related to any Claim; (3) statutes of limitations; and (4) claims of privilege recognized at law. Upon the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award. The arbitrator will determine the rules of procedure and evidence to apply, consistent with the FAA, the Administrator's Rules and this Arbitration Provision. The arbitrator shall not apply federal, state or local rules of procedure and evidence or state or local laws concerning arbitration proceedings.

Obtaining Information. After an arbitration has been started, in addition to a party's right to obtain information from the other party under the Administrator's Rules, either party

may request the arbitrator in writing to allow that party to obtain more information from the other party. A copy of such request must be provided to the other party. That party will then have the chance to object in writing. The objection must be sent to the arbitrator and the other party. The arbitrator will decide the issue, in his or her sole discretion.

Effect of Arbitration Award. Any appropriate court may enter judgment upon the arbitrator's award. The arbitrator's decision will be final and binding, except for any appeal right under the FAA and except for Claims that involve requests for monetary relief exceeding $100,000 or requests for injunctive or declaratory relief that could cost any party more than $100,000. For these large Claims, any party may appeal the award to a three-arbitrator panel appointed by the Administrator. That panel will consider all over again any part of the initial award that any party asserts was incorrectly decided. The decision of the panel will be by majority vote and will be final and binding, except for any appeal right under the FAA. Unless applicable law provides otherwise, the fees charged by the Administrator, and the arbitrators for such an appeal, are to be paid by the appealing party, regardless of who wins the appeal. However, we will consider any reasonable written request by you for us to pay such fees. All other provisions of this Arbitration Provision shall apply to any appeal to a three-arbitrator panel and any reference in this Arbitration Provision to a single arbitrator shall apply to the three-arbitrator panel.

Continued Effect of Arbitration Provision. This Arbitration Provision governs, notwithstanding any prior arbitration provision between you and us. This Arbitration Provision will remain in force no matter what happens to you or your Account. For example, it will remain in force even if: (1) your credit privileges are ended or put on hold; (2) you close your Account; (3) you repay your entire Account balance; (4) we begin a lawsuit to collect amounts we think you owe; or (5) you become bankrupt or insolvent or a bankruptcy or insolvency proceeding is begun, to the extent consistent with applicable bankruptcy law. If any portion of this Arbitration Provision cannot be enforced for any reason, the rest of this Arbitration Provision will continue to apply. However, if the part of this Arbitration Provision captioned "NO CLASS ACTIONS OR SIMILAR PROCEEDINGS" is struck in a proceeding brought as a class action or representative action, the entire Arbitration Provision (other than this sentence) shall be null and void in such proceeding, provided that we and you retain the right to contest through appeal or further available judicial proceedings any determination with respect to this part of the Arbitration Provision. In the event of any conflict or inconsistency between this Arbitration Provision, on the one hand, and the Administrator's Rules or other provisions of this Agreement, on the other hand, this Arbitration Provision will govern.

Rejection of Arbitration Provision. You may reject this Arbitration Provision, (and any prior arbitration provision between you and us) by sending us a notice ("Rejection Notice") that we receive within thirty (30) days after you open your Account. Any Rejection Notice must include your name, address and telephone number and must be signed by you. You must mail your Rejection Notice or send it by messenger service (such as Federal Express) to us at our Legal Department at P.O. Box 15803, Wilmington, DE 19850. In the event of any dispute concerning whether you have provided a timely Rejection Notice, you must provide a signed receipt as confirmation. This is the only method you can use to reject this Arbitration Provision.

YOUR BILLING RIGHTS
KEEP THIS NOTICE 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 billing statement, write to us on a separate sheet at P.O. Box 17125, Wilmington, DE 19850-7125. 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 access line.

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 on a separate sheet at P.O. Box 17125, Wilmington, DE 19850-7125.

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.

YOUR LIABILITY FOR UNAUTHORIZED USE OF YOUR ACCOUNT

You may be liable for unauthorized use of your Account. You will not be liable for unauthorized use that occurs after you notify us, orally or in writing, of the loss or theft, or possible unauthorized use of your card, Cash Advance Checks, or your account. In any case, your liability will not exceed $50. To notify us of the loss, theft, or possible unauthorized use of your Account, call us at the telephone number located on the back of your Card or your Billing Statement, 24 hours a day or write to us at the address noted in the paragraph “HOW TO CONTACT US”.

HOW TO CONTACT US

For general inquiries we can be reached in writing at: Applied Bank, P.O. Box 17125, Wilmington, DE 19850-7125. Or, you can call our Customer Service Department at (561) 982-9111. Automated Account Information is available 24 hours a day with representatives available during normal business hours. Payments should be mailed to the address listed on your Statement.

APPLIED BANK DEPOSIT ACCOUNT RULES AND REGULATIONS

In these Deposit Rules and Regulations (the “Rules”), “we” are Applied Bank of Wilmington, DE. “You,” “your” and “yours” refer to the person or persons whose Visa or MasterCard credit Card account (“Account”) is secured by this Deposit Account (the “Deposit”).

JOINT ACCOUNT. If you have a Joint Account the Deposit will be deemed a Joint Account with the Right of Survivorship. Each of you will be deemed to own an equal share and each has the right to make deposits and withdrawals. Upon the death of any signer, the Deposit will become the property of the survivor.

DEPOSITS. You can make additions to the Deposit by mail at any time. To assure proper crediting, you should not include the deposit in the same envelope in which you are making payment on the Account.

WITHDRAWALS. You can make a request to us for a withdrawal from your Deposit only by mail. Because your Deposit secures payment of sums owing on your Account, we need not honor any withdrawal order until the latest of the following events: (i) 14 days after the time all sums owed to us on your Account are paid in full, (ii) 10 weeks from the time we receive from you all unexpired credit Cards and cash advance checks, cut in half, or (iii) 10 weeks from the time your Account is closed.

INTEREST. We do not pay interest on the Deposit.

ASSIGNMENTS PROHIBITED. You may not assign the Deposit to anyone other than us.

GOVERNING LAW. These Rules and your Deposit will be governed by and interpreted under Federal law and the laws of the State of Delaware without reference to the principles of conflict of laws. Such laws will govern the legality, enforceability, and interpretation of these Rules. These Rules are entered into between you and us in Delaware. Federal and Delaware law will also apply to any controversy, claim or dispute arising from or relating in any way to the subject matter of these Rules and/or your Deposit, including, without limitation, statutory, equitable or tort claims.

AMENDMENTS. We may change the terms of these Rules from time to time, including, without limitation, by adding new terms or by deleting or modifying existing terms. If we change the Rules, we will send you a prior notice of the change only if it is then required by law. To the extent permitted by law, a change in terms of these Rules will apply to existing balances and new transactions on your Deposit.

Applied Bank
Wilmington, DE
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Updated as of 09/12

Applied Bank®
Schedule of Rates and Fees

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases and Cash Advances	**9.99%** Fixed Rate
Penalty APR and When it Applies	None
How to Avoid Paying Interest on Purchases	No grace period is provided.
Minimum Interest Charge	If you are charged interest, the charge will be no less than $0.50.

Fees	
Annual Fee	$50
Monthly Maintenance Fee	None
Additional Card Fee	$30
Replacement Card Fee	$30
Copying Charges	$10 per copy
Fees for Optional Payments	$12.95 for each payment
Stop Payment Fee	$30
Automated Account Information Fee	$0.50 for each separate Account inquiry made through our automated account information system
Credit Limit Increase Fee	$100 (unless you and we otherwise agree)
Upgrade Fee	$100 (unless you and we otherwise agree)
Reinstatement Fee	$50
Transaction Fees	
Cash Advance Fee	Either $5 or 5% of the amount of each cash advance, whichever is greater.
Foreign Currency Transaction Fee	3% of each transaction in U.S. dollars.
Penalty Fees	
Late Fee	Up to $35
Returned Payment Fee	Up to $35