Preferred Credit Line Agreement and Disclosure

Date:_____

Account number: _____

DISCLOSURE

INTEREST RATES AND INTEREST CHARGES	
Annual Percentage Rate (APR) for purchases and cash advances	**7.240%** to **13.990%** when you open your account, based on your creditworthiness. After that, your APR will vary with the market based on the Prime Rate.
Paying interest	No grace period is provided. You will be charged interest from the transaction date.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore
FEES	
Annual Fee	**$50.00**
Transaction Fees	
Overdraft Advance Fee	**$5.00** each day an Automatic Advance is made (maximum fee: **$100.00** per billing cycle.)
Foreign Transaction Fee for purchases and cash advances.	**1.00%** of the amount of each foreign currency transaction after its conversion into U.S. dollars.
Penalty Fees	
Late Payment Fee	Up to **$35.00**
Return Item Fee	Up to **$35.00**

How We Calculate Your Balance: We use a method called "daily balance". See your account agreement for more details.

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

PART A – GENERAL TERMS, CONDITIONS AND DISCLOSURES:

Meaning of Words: In this Preferred Credit Line Agreement ("Agreement"), the words "you" and "your" mean jointly and severally; and the words "we", "us", "our" and "Bank" refer to KeyBank National Association.

Terms of Agreement: This Agreement governs the use of your Preferred Credit Line Account ("Account") with us. The Account is a variable rate, open-end revolving line of credit. By opening your Preferred Credit Line Account, you accept the terms and conditions of this Agreement and assume responsibility to repay all credit extended through the use of the Account and all charges and fees imposed on or in connection with the Account.

1. Advances/Credit Limit.

An approved line of $_____ ("Credit Limit") is established for your Account. Subject to the terms of this Agreement, we will make advances of funds to you or for your benefit from time to time upon your request ("Advances"). Advances include purchases and credit extended to you or for your benefit by use of a card. Advances include any amounts extended under the provisions of Section 10 of this Agreement. The Credit Limit and available credit will be shown on your Account statement. Your Credit Limit is the maximum principal amount of credit that you can have outstanding on your Account at any time. If the Account balance exceeds the Credit Limit at any time, you shall immediately pay us the excess amount. If you make a credit request that would exceed your Credit Limit, we, in our sole discretion, can approve or deny the credit request. You will not use or permit use of any Card or convenience check for any purchase or Advance which would cause your Credit Limit to be exceeded. If the Outstanding Balance of your Account ever exceeds your Credit Limit, at our discretion, we may include the excess in the monthly payment due under this Agreement.

We may increase or decrease the Credit Limit at any time, for any reason.

You may request Advances: a) at any of our designated branches; b) by writing Checks, which we post to your Account as an Advance; c) by on-line transfer to your KeyBank Checking account; or d) by using the KeyBank Preferred Credit Line Gold MasterCard ("Card") which you requested, which you agree will be issued to you. Your Credit Limit is the maximum principal amount that may be outstanding on your Account at any time. The amount available to you as Advances will generally equal your Credit Limit minus the amount outstanding on your Account.

2. Convenience Checks.

We may send you convenience checks ("Checks") from time-to-time for use in borrowing under this Agreement. All Checks you use will be treated as Advances under this Agreement unless we advise you otherwise. If you write a convenience check that would cause your Account to exceed your Credit Limit, we may, in our sole discretion, either return the convenience check without payment or honor the convenience check and immediately demand payment from you of the excess amount. We are not liable to you for any Checks returned or delay in posting any convenience check, nor are we required to pay any such Check or other credit request that would cause your Credit Limit to be exceeded. You may not use the Checks to make payments on this Account or any other account you have with us or with any of our affiliates. You understand that Checks will not be returned to you. We will not certify your convenience check.

3. Promise to Pay.

You promise to pay all amounts outstanding on your Account, including any fees and charges we impose. If more than one person signs this Agreement, you agree that (i) we can enforce our rights against each of you individually or against all of you together and (ii) we can send Account statements, notices and any other correspondence to either of you.

4. Figuring the Finance Charge/Prime Rate Index.

You agree to pay Finance Charges on Advances (hereinafter referred to as "interest"), from the day we post the Advance to your Account until the Advance is paid in full. We figure the interest on the Daily Balance in your Account. We take the beginning balance in your Account each day and add any new Advances. Then, we subtract any payments and credits, and any unpaid interest and other fees and charges. This gives us the Daily Balance. We figure the interest by multiplying the Daily Periodic Rate by the Daily Balance. The Daily Periodic Rate is the Annual Percentage Rate ("APR") divided by the number of days in a year (365 or 366). Then we add all of the daily interest charges together to get the total accrued interest charged for the billing cycle. Payment in full of the New Balance by the due date will not avoid the assessment of interest on the balances from the date shown on your monthly statement through the date paid. The APR applied to an Advance will never exceed 25%, which is a Daily Periodic Rate of _____%.

Rates, fees, and terms may change: We may change the rates, fees, and other cost information in this disclosure at any time subject to compliance with applicable law. The KeyBank Preferred Credit Line Pricing and Fee Disclosures are accurate as of _____. This information may have changed after that date. To find out what may have changed after that date, please call us at 1-800-KEY-2YOU.

The index used to determine the interest charged is the "Prime Rate" as published in The Wall Street Journal "Money Rates" table ("Index"). The Index is published in each daily edition of the Wall Street Journal. When more than one Prime Rate is published in any edition, the Index will be the highest of the Prime Rates set forth. We may also change the margin if the Index becomes unavailable. The selection of any replacement index and margin will be done in compliance with applicable law. The Prime Rate Index is just a pricing index and is not necessarily the lowest rate charged by the Bank or any other lender. Your APR may change daily and equals the value of the Index plus a margin.

In the event of a default on your Account, the Daily Periodic Rate and corresponding APR in effect immediately before such default will be the Daily Periodic Rate and APR in effect after default.

5. Variable Annual Percentage Rate.

Your Account has a variable rate feature. The Daily Periodic Rate, APR and minimum monthly payment can change as a result. The APR is based on the value of the Index described above. To determine the APR that applies to your Account we add a margin of _____% to the value of the Index. The Daily Periodic Rate and APR on your Account may change daily. If the Index increases in value (assuming the same Outstanding Balance), the Daily Periodic Rate, APR and minimum payment will also increase. If the Index decreases in value (assuming the same Outstanding Balance), the Daily Periodic Rate, APR and minimum payment may decrease. In addition, the Daily Periodic Rate, APR and minimum payment will increase if a discounted APR or introductory APR on your Account has expired or was terminated.

6. Initial Interest Rate Disclosure.

_____ If this line is checked, the APR as of _____ is _____%, which is a Daily Periodic Rate of _____%. This rate may change daily.

7. Discounted or Promotional Rate.

_____ If this line is checked, the initial APR is _____%, which results in a Daily Periodic Rate of _____%. The initial APR is "discounted." This initial APR is based on the Index plus a margin of _____%. The Index plus this discounted margin will remain in effect through _____. At our sole discretion and from time to time, we may offer an introductory rate, promotional rate, or a discounted rate to one or more eligible individuals or group of banking customers, or may agree to adjust a Daily Periodic Rate and corresponding Annual Percentage Rate upon your request for your Account, for such period of time and on terms and conditions we determine for the applicable account(s) for participation in the rate program. After the discounted period, or your default under or cancellation of this Agreement, or if you cease to satisfy the eligibility requirements for your participation in such rate program, the APR that will apply to your Account is the Index then in effect plus a margin of _____% which, as of _____, is _____% and a Daily Periodic Rate of _____%.

8. Monthly Statements and Payments.

We will send you a monthly statement showing each Advance made, the minimum payment due and the date your payment is due.

The minimum monthly payment will be an amount equal to 1/120th of the outstanding principal balance, plus interest and fees or $50.00, whichever is greater.

The minimum monthly payment may also include any past due amounts and any amount outstanding under this Agreement in excess of your Credit Limit. You may pay more than the minimum monthly payment due but you will still be obligated to pay succeeding minimum monthly payments so long as any amount is outstanding on your Account. You can pay the Outstanding Balance on your Account in full at any time. If your balance is $20.00 or less, the full amount is due.

9. Application of Payments.

A. General. You agree to pay interest on the unpaid Outstanding Balance on your Account at the periodic interest rates, together with fees and charges, and to pay the Minimum Payment Due "Required Minimum Payment" on your Account, in accordance with this Agreement. You agree to pay us such amounts in U.S. currency denominations. We will send you a monthly Account statement as of the Closing Date of your billing cycle. Advances, payments and adjustments made since the Closing Date on your previous statement will appear on your next billing statement. You may pay your entire Account balance at any time. If you pay by check, the check must be drawn on funds in the U.S. Payments by mail must be sent to our payment address shown on the Account statement. Payments are credited as of the date of receipt for the purposes of calculating interest. Depending on the payment amount and other factors, you may not be able to re-borrow the principal portion of the payment amount for up to 10 business days. This allows time to ensure your payment has been collected from the account from which it was drawn.

B. Payment Location. Payments received at the location specified on the front of the Account statement no later than **5:00 pm Eastern Time** will be credited as of the date of receipt to the Account specified on the payment stub, unless you make a payment later and in person at one of KeyBank's banking centers. Payments received after 5:00 pm will be credited the next day. Payments received at locations other than the address specified or payments that do not conform to the requirements set forth on the Account statement (e.g. missing payment stub, payment envelope other than as provided with your statement, multiple checks or multiple payment stubs in the same envelope) may be subject to delay in crediting, but shall be credited within five (5) days of receipt. In addition, payments may be made at our banking offices or via the Internet Website at www.key.com or such other website authorized by us for accepting such payments.

C. Irregular Payments. We may accept late payments, partial payments or checks and money orders marked "payment in full" and by doing so, we will not lose any rights under this Agreement if such irregular payments are accepted.

D. Application of Payments. To the extent permitted by law, each required minimum periodic payment you send us will be applied to your Account in a manner that we determine at our sole discretion and we reserve the right to apply the amount of any required minimum payment to unpaid balances subject to lower Annual Percentage Rates, including, but not limited to, special rate balance transfers, prior to unpaid balances subject to higher Annual Percentage Rates. However, to the extent required by law, any payment made in excess of the required minimum payment will be applied first to balances with the highest rate of interest and then any remaining portion of the amount of the excess payment to other balances in descending order based on applicable APR.

E. Skip Payment Feature. From time to time, we may announce a feature which will allow you to skip one or more payments. In such an event, interest will continue to accrue on your unpaid balance on your Account at the applicable Daily Periodic Rate. At the end of the applicable skip-a-payment period, the payment terms of this Agreement will be reinstated automatically without further notice. We are under no obligation to offer this feature to you.

10. Overdraft Protection.

_____ If this line is checked, you elect to use your Preferred Credit Line Account as overdraft protection on your KeyBank Checking Account Number _____.

If you have a deposit account with us that is linked to your Account, you may access your Account by an overdraft of that linked deposit account (the "Checking Account") up to the amount of your Credit Limit. You may have up to three deposit

accounts linked to your Account for overdraft protection at any one time. The person(s) who signed or accepted and activated the Agreement as Borrower(s) must also be identified as an owner of a linked account.

Minimum Advance Amount. Subject to the terms of this Agreement, we will make an Advance to you when the total amount of withdrawals from your Checking Account (including checks, automatic transfers, pre-authorized charges or other written, electronic or telephonic withdrawals, and debit card transactions) and service charges we post to your Checking Account exceed the amount of funds in your Checking Account that is available for withdrawal. You request that these Advances be made and agree that the amount of these Advances (Automatic Advances) be added to your Preferred Credit Line Account. The Automatic Advance will equal the amount needed to cover the unpaid amount of withdrawals and service charges, but not to exceed the amount available to you on your Preferred Credit Line Account, except that the minimum advance is $50.00. We will deposit the Automatic Advance in your Checking Account.

You agree to maintain your Checking Account according to the terms and conditions of that deposit account, in accordance with all applicable laws and regulations, without fraud, and in such manner so as not to cause us to close your Checking Account. If you fail to properly maintain your Checking Account, or your Checking Account is closed for any reason, we may unlink your Checking Account, or close your Preferred Credit Line Account to future Advances and may cancel your Account as described in Section 14 of this Agreement.

Automatic Advances to pay unpaid withdrawals are generally made on the day the withdrawal is made. Automatic Advances to pay service charges are made on the day after service charges are posted. Consequently, if your Checking Account balance is not sufficient to cover these service charges, the balance shown on your Checking Account statement for the last day of the monthly statement period may be negative (-).

11. Key Protect.

You are not required to obtain accidental loss of life, natural loss of life or accidental disability debt cancellation protection (collectively referred to as "debt cancellation protection") as a condition of obtaining credit under this Agreement. If we have offered you debt cancellation protection and you have elected to purchase it from us, you authorize us to add the cost of the debt cancellation protection fee to your Account each monthly billing cycle. If you want this optional protection, you must complete a separate application. We may allow you to exceed the Credit Limit temporarily from time to time to accommodate these debt cancellation fee amounts. The amount of debt cancellation protection available for purchase may not be sufficient to cover the entire Outstanding Balance of your Account.

12. Fees.

You agree to pay the following fees which we assess against your Account:

Annual Fee. We assess a non-refundable $50.00 annual fee for making the Account available. This fee will be automatically assessed to your Account in the first billing cycle after you have opened your Account and on the anniversary date of the Account opening each year thereafter. (Refer to Section 25 Amendments for information concerning preferred pricing)

Overdraft Advance Fee. We will assess an Overdraft Advance Fee each day an Automatic Advance is made to pay overdrafts on your KeyBank Checking Account(s). The Overdraft Advance Fee will be assessed to your Preferred Credit Line and it will be displayed on your monthly statement as an "Overdraft Advance Fee". The Overdraft Advance Fee will be $5.00 each day an Automatic Advance is made, with a maximum fee of $100.00 per billing cycle. (Refer to Section 25 Amendments for information concerning preferred pricing.)

Late Fee. If we do not receive at least the required minimum payment within five (5) days after the date your payment is due, you agree to pay us a late fee. This fee is $25.00 or the amount of the required minimum payment that is late, whichever is less. If a late fee was assessed during the prior six (6) billing cycles, the late fee is $35.00 or the amount of the required minimum payment that is late, whichever is less.

Return Item Fee. We charge a fee if any check or other instrument given for payment on the Account is dishonored for any reason. This fee is $25.00 or the amount of the required minimum payment due immediately prior to the dishonor of the item, whichever is less. If a return item fee was assessed during the prior six (6) billing cycles, the return item fee is $35.00 or the amount of the required minimum payment due immediately prior to the dishonor of the item, whichever is less. This fee will appear on your statement as a "Rtn. Item Fee".

Foreign Transaction Fee. MasterCard imposes an International Transaction Fee in connection with use of your Card for a transaction cross-border or with a merchant outside the U.S.A. This fee is presently 1.00% of the amount of each foreign currency transaction after its conversion into U.S. dollars.

13. Default/Acceleration.

At our option, we can stop all Advances and/or declare the full Outstanding Balance on your Account **immediately due and payable,** without notice (except notices required by applicable law), if you fail to make payments when due on your Account or you otherwise breach the terms of this Agreement. At our option, we may also increase the rate of interest on your Account up to the maximum rate permitted under applicable law. We may also take any other collection action allowed by applicable law. If we need to hire an attorney to collect any part of your Account and applicable law permits us to charge you for attorneys' fees, you agree to pay us our reasonable attorneys' fees, subject to any limits under applicable law, incurred in collecting your Account. We do not charge attorneys' fees in Maine.

14. Cancellation.

You may close this Preferred Credit Line Account as to future transactions at any time by giving us written notice at the address printed on your monthly statement. We may continue to honor requests until we have had reasonable time to act

upon your request. You agree that we do not guarantee that every request for a future Advance will be rejected after your request. If you use Checks hereunder, you agree to be liable for all Advances obtained by any person who uses the Checks with your permission. If we terminate your Account or you close your Account, you must return any unused Checks to us.

In addition to our other rights under this Agreement, we may cancel your Account and stop making Advances at any time. In deciding whether or not to do so, we may elect, but are not required, to make an annual (or more frequent) credit review on your Account. You agree to provide us with updated financial information including but not limited to personal financial statements, upon request. This requirement constitutes a material obligation under this Agreement. Failure to provide any such requested updated financial information to us within thirty (30) days of the request shall constitute a default under this Agreement.

The closing or cancellation of your Account for whatever reason will not affect obligations arising prior to such closing or cancellation and the terms of this Agreement will continue to apply until the Outstanding Balance due on your Account is paid in full.

15. Stop Future Advances.

You may request the Bank not to permit any additional Advances under the Account. We may continue to honor requests until we have had reasonable time to act upon your request. You agree that we do not guarantee that every request for a future Advance will be rejected after your request. Future Advances may not be obtained until all owners request us in writing to reactivate your Account. If your request is given by telephone, we may require you to confirm the request in writing. You will hold us harmless from any claim by any party for either stopping payment on checks or for ceasing to honor requests for Advances. You will resolve any such claims and will reimburse us for all expenses that we incur in defending any actions or claims brought against us, including reasonable attorneys' fees, whether or not a lawsuit is commenced.

16. Telephone Monitoring.

As part of our continuing effort to maintain a high quality of service to our customers, telephone calls between our employees and our customers are periodically monitored, on a random basis, by our supervisory personnel. You understand this and give your consent to any such monitoring as to any telephone calls you may have with us.

17. Notices and Changes of Name, Address or Employment.

We will send Account statements, renewal or replacement Cards, Checks, or other notices to you at the U.S. postal address shown in our records. If this is a joint Account, we can send these items to any joint account holder. You agree to promptly notify us of any change in your name or employment and to provide us with a notice of any change of your address at least 10 days prior to the change in address. Notices to us shall be in writing by U.S. postal service, effective when received by us at the address indicated for receipt of payments on any Account statement mailed to you within the preceding 60 days. Notices by email to us are not permitted and if given will not be effective. Notices to you, if mailed, shall be deemed given when mailed to you at the address given on the application or authorization form or to such other address in our records.

18. Account Statement Disputes.

You agree to review promptly your monthly Account statements. You agree to accept the monthly Account statements that we mail you as being correct unless you notify us in writing of alleged billing errors no later than sixty (60) days after we mail the monthly statement to you, or if you have enrolled in online banking with us, no later than sixty (60) days after we posted your electronic Account statement on our Website. Your rights to dispute billing errors are set forth following this Agreement. If you have notified us that an amount is in dispute in accordance with the procedures that follow this Agreement, you need not pay that disputed amount until the dispute is resolved. However, you must pay at least the required Minimum Payment Due.

19. Credit Reports.

We may investigate your credit record from time-to-time in connection with your application and any resulting Account, our administration of your Account, any change in the interest rate or Credit Limit on your Account, or update, renewal, or extension of the Account. Upon your request, we will advise you if we obtained a credit report and we will give you the credit bureau's name and address. You understand that a negative credit report reflected on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations under this Agreement. If you believe information related to this extension of the credit in your credit report is inaccurate, you may notify us of the same by writing to us at Card Customer Service, P.O. Box 6419, Brooklyn, Ohio 44144.

20. Prohibited Activity.

It is your responsibility and you agree to use the Account only for valid and lawful purposes. If you use the Account for any other purpose or transaction, including, without limitation unlawful gambling activities (collectively, herein called a "Prohibited Activity"), you must immediately reimburse us for all amounts or expenses incurred as a result of such use. We reserve the right to block Prohibited Activity and to cause non-approval of any authorization request for a Prohibited Activity. Account Advances for any Prohibited Activity made by or for your benefit shall be considered authorized by you, and you assume all responsibility and liability for all losses, costs and expenses you incur as a result of such use. If our investigation of any billing error asserted by you shows, in our sole determination, a Prohibited Activity, you authorize us to immediately reverse any provisional credit we gave you pending completion of our investigation.

21. Limitation on our Liability.

If a court or arbitrator finds we are liable to you in connection with this Agreement, you may recover only your actual damages. IN NO EVENT WILL YOU BE ABLE TO RECOVER ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, AND EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF WE ARE AWARE OF OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

22. Disclosure of Account Information.

We may share information within the KeyCorp family of companies as well as with unaffiliated third parties external to KeyCorp as described in our Privacy Policy. Your specifically consent to us sharing information within the KeyCorp family of companies and with external unaffiliated third parties.

NOTE: You may elect to opt out of information sharing, or may be automatically opted-out under your state law, as described in our Privacy Policy. If you are opted out, that election will override this consent to share, except for those instances in which we are otherwise permitted to share by law without your consent.

We will not disclose information about your Account or the transactions or transfers you make related to your Account under this Agreement except: (a) if the information is provided to help complete a transaction you initiated; (b) when you request or consent to the disclosure; (c) for the exchange of information with reputable credit reporting agencies to maximize the accuracy and security of such information; (d) in performance of bona fide corporate due diligence and/or in connection with a merger, acquisition or divestiture that involves your account; (e) in order to comply with applicable law, government regulation, or legal process (such as a court order or subpoena); or (f) if you have been informed about the possibility of such disclosure.

23. Internet Access; Websites; Security.

If you use the Internet to obtain information on your Account, you agree to and will be responsible for obtaining, installing, maintaining and operating all computer hardware, software and Internet access and security services necessary for performing online services. We will not be responsible and shall have no liability for any errors nor for any failures resulting from the malfunction or failure of your hardware, software or any Internet access services, or for any breach of security or other activity resulting in any unauthorized access to your computer, Account data or any resulting unauthorized transaction in your Account resulting from such breach of security or other adverse activity.

24. Assignment.

We can assign, sell or transfer your Account, or any portion thereof and this Agreement without notice to you or your consent. You may not assign this Agreement, your Account or any portion of it. Your rights hereunder cannot be transferred by you or operation of law or otherwise without our consent, but your obligations shall be binding upon your estate or personal representatives. Any unauthorized transfer or assignment by you of this Agreement is null and void.

25. Amendments.

We, in our sole discretion, may change, amend, or add to the terms and conditions of this Agreement by sending you a written notice of the changes as may be required under applicable law. If the change is considered a significant change to the terms of the Account, you will be given the right to reject the change, unless you become more than 60 days late on your account. However, if you do reject the changes, you will not be able to use your Account for new transactions. The notice provided prior to any significant change in terms will include instructions for how to reject the changes.

Preferred Pricing: You acknowledge and agree that the discounted margin, as well as partial or full waiver of the annual fee and/or overdraft advance fee, if applicable, disclosed in your Preferred Credit Line Agreement is preferred pricing based on your current participation in a relationship program offered by the Bank, in its discretion. If you elect to no longer participate in, or if you cease to satisfy the eligibility requirements established by the Bank for your participation in such program, we reserve the right to increase the margin, as well as assess the annual fee and/or overdraft advance fee, if applicable.

26. Applicable Law.

You understand that KeyBank National Association is a national bank with its main office located in Cleveland, Ohio. Consequently, this Agreement shall be governed by Federal law and the laws of the State of Ohio, without regard for conflict of law rules, whether or not you live in said state, but with respect to all disclosures, fees and charges related to your Account, federal law alone shall control. This Agreement is entered into between you and us in, is accepted by us in and credit is extended by us from the State of Ohio. If any term of this Agreement is found to be invalid, all other terms will remain effective.

PART B. CREDIT CARD TRANSACTIONS.

1. Definitions.

"Card" means the KeyBank Gold MasterCard® branded Preferred Credit Line card issued by us to you as an access device linked to your Account. Cardholder", refer collectively to the person(s) who received a Card from us.

2. Card Access to Account.

Upon your receipt and activation of the Card you agree to promptly sign your name in the signature panel on the reverse side. You may obtain an Advance under your Account with your Card as follows: by purchasing goods or services and by obtaining an Advance from a financial institution including us or an automated teller machine or cash dispenser ("ATM"). We will pay merchants that participate in the payment network operated by MasterCard, Inc. and its subsidiaries

(collectively "MasterCard") for goods and services you obtain by use of this Card, and we may make Advances to you or for your benefit. You may use your Card to pay for purchases of goods and services at any merchant's location or website that displays the service mark of MasterCard or its affiliates. You may use the Card without your signature (e.g. tap-and-go) at any merchant terminal that displays MasterCard's Paypass® service mark. Your Card may be used at any ATM that displays a service mark matching a brand mark on the back of your Card.

3. Acceptance; Signature.

Each Cardholder hereby agrees to sign in the space provided for authorized signatures on the Card before the Card is used. Your signature on the Card, or on any charge slip intended for this Account, or any use of the Card by you or any other Card user authorized by you, ("Authorized User"), is your agreement to comply with all the terms of this Agreement and your acceptance of the Card.

4. Joint Account.

All persons on your Account are jointly and individually bound by this Agreement, regardless of who received the benefit of your Account or by whom any Advance or purchase was made under your Account or with your Card. A default by any Account holder will be a default by all Account holders. Each of you are jointly and individually responsible to pay in full all amounts and liabilities due under this Agreement and on the Account.

5. Authorized Users.

We will not issue a Card to your Authorized User, unless such person is jointly liable with you on the Account. You may authorize others to use your Card, but you will be responsible for use of the Card and for repayment of all Advances and purchases obtained with the Card or the Account. You promise to pay for all purchases and Advances made by any Authorized User, who you permit to use your Account with or without a Card, whether or not you notify us that he or she will be using the Account and whether or not he or she exceeds any limits or conditions imposed by you on his or her use of the Card. If another person has use of your Account and you want to end that person's privilege, you must notify us at Card Customer Service, NY-31-17-0128, 17 Corporate Woods Blvd., Albany, NY 12211 by writing to us, by calling us at 1-800-KEY2YOU (1-800-539-2968), or in person, and we must have a reasonable time to act upon your notice. In order to avoid unauthorized use, you should recover promptly any Cards in that person's possession.

6. All Card Purchases Treated as Advances.

We consider all Card transactions to be the equivalent of cash advances in the Account and are considered Advances for purposes of this Agreement, including but not limited to, using the Card or Account to purchase wire transfers, money orders in U.S. dollars or foreign currency, travelers checks, casino gaming chips, lottery tickets, off-track betting, wagers at race tracks, and tax payments.

7. ATM Transactions.

Upon your telephonic activation of the Card, you will be prompted to select an access code or personal identification number ("PIN") to enable you to use the Card at automated teller machines or cash dispensing machines (collectively, an "ATM"). At an ATM you may use your Card for a balance inquiry or cash withdrawal from your Account. You cannot use the Card at any ATM to make any deposit, payment on, or transfer to or from, any account with us.

8. Limitations on Card Transactions.

A. PIN Transaction. You cannot use your Card with your PIN to make a point-of-sale ("POS") purchase from a merchant. You must manually sign the merchant's sales receipt for all POS Card transactions, unless you are electronically authorizing the POS transaction over the telephone, Internet or at a Paypass terminal. You agree that charges imposed by third parties for use of their ATM facilities will be added to your Account balance as an Advance. All ATM transactions where a PIN is used will be considered authorized by you.

B. Limits on Dollar Amount of Transactions. We may establish limits on the dollar amounts and frequency of Card transactions per Account or per Card. We may change these restrictions at any time without notice.

9. Awards and Other Services.

You understand that from time-to-time third parties may offer additional Account features, services, and enhancements. You understand that we are not liable for these features, services, and enhancements and they are the sole responsibility of third parties. You will hold us harmless from any claims, actions, or damages resulting from your use of any of these features, enhancements, or services when permitted by applicable law.

10. Merchant Disputes.

We are not responsible if anyone refuses to honor this Card or any convenience check or for any failure of an ATM to process any Advance request. To the extent permitted by applicable law, if there is a problem with merchandise or services obtained with this Card, you may have the right not to pay the remaining amount due on such merchandise or services. This right does not, however, apply to merchandise or services obtained with Checks, with money from an Advance, or if your Account is used primarily for business purposes. In Part C below is an explanation of your rights to dispute billing errors. We will have no responsibility for or liability arising from any merchandise or services purchased with this Card.

11. Expiration; Non-renewal; and Termination.

Your Card is issued with an expiration date. We may elect, at our sole discretion, not to renew your Card. We have the right to revoke all privileges attached to all Cards, cancel the Cards as to future Advances at any time for any reason. Upon such cancellation you agree to immediately destroy all Cards (which you will cut in half). Your right to use your Card will terminate automatically, without notice, effective on any termination of the Agreement.

12. International Transaction Fee.

MasterCard imposes fees if you use your Card in a foreign country, including a Card transaction you initiate in the U.S. with an entity located in a foreign country. The fee is a cross-border assessment and currency exchange fee. On foreign Card transactions, the fee is 1% of the transaction amount, which transactions include, without limitation, Advances, ATM withdrawals, and purchases of goods and services. If you use your Card to make a Card transaction in a foreign currency, MasterCard will convert the Card transaction amount into U.S. dollars and will assess a currency exchange adjustment charge in the manner set forth in its operating regulations, which provide that the currency exchange rate will be a wholesale market rate selected by MasterCard or a government-mandated rate in effect one (1) day prior to the processing date, increased by an adjustment factor established by MasterCard. In any case, the currency exchange rate in effect on the processing date may differ from the rate in effect on the Card transaction date or the posting date. The currency exchange rate used may be the same as, greater than or less than the amount that would be calculated by conversion through a financial institution in the country in which the Card transaction occurred. We collect these fees for, and forward the fees to, MasterCard. You consent to and agree to pay this fee, and agree MasterCard and we may increase or modify this fee from time to time upon prior notice to you.

13. Lost or Stolen Cards.

If your Card is lost or stolen, or you believe that someone is using your Account or Card without your permission, notify us immediately. You can notify us by telephoning 1-800-KEY2YOU (1-800-539-2968) or by writing to Card Customer Service, NY-31-17-0128, 17 Corporate Woods Blvd., Albany, NY 12211.

14. Your Liability.

A. In General. You agree to make your best efforts to protect your Card against loss, theft or unauthorized use. You agree to contact Customer Service AT ONCE if you believe your Card has been lost or stolen or you believe there is any unauthorized use of your Card. Telephoning Customer Service is the best way to keep your possible losses down. We may request that you confirm your notice to us in writing. You agree to cooperate completely with us in any of our attempts to recover amounts from unauthorized users and to assist in their prosecution under law.

B. Unauthorized Use. You may be liable for the unauthorized use of your Card. 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. Your liability for unauthorized use will not exceed $50.00.

PART C. ADDITIONAL REGULATORY DISCLOSURES AND NOTICES

1. If any of the terms of this Agreement is invalid, changed by applicable law or declared invalid by order of a court, the remaining terms of this Agreement will not be affected, and this Agreement will be interpreted as if the invalid terms had not been placed in the Agreement.

2. State Notices

Notice to OREGON RESIDENTS: Under Oregon law, most agreements, promises and commitments made by us after October 3, 1989, concerning loans and other credit extensions which are not for personal, family or household purposes or secured by the borrower's residence must be in writing, express consideration and signed by us to be enforceable.

Notice to UTAH RESIDENTS: As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit-reporting agency if you fail to fulfill the terms of your credit obligations. This Agreement is a final expression of the Agreement between you and us and cannot be contradicted by evidence of any alleged oral agreement.

Notice to WASHINGTON RESIDENTS: Oral agreements or oral commitments to loan money, extend credit or to forebear from enforcing repayment of a debt are not enforceable under Washington law.

3. Federal Notice

YOUR BILLING RIGHTS: Keep this Document for Future Use

This Notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Account

If you think there is an error on your statement, write us at:

KeyBank N.A. Card Customer Service, P.O. Box 6419, Brooklyn, Ohio 44144.

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 the problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

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

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

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.

2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

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

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

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

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

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

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)

2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.

3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at

KeyBank N.A.,Card Customer Service, NY-31-17-0128, 17 Corporate Woods Blvd., Albany, NY 12211.

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.

KeyBank National Association

You agree to be bound by all of the above terms and conditions as set forth in this Agreement and acknowledge receipt of a completed copy of this Agreement.