PRICING INFORMATION
VISA SIGNATURE
AS OF 4/13

Variable Annual Percentage Rates (APRs) and corresponding periodic rates for Purchase and Balance Transfer balances:

Prime* plus a margin of 2.25% - 9.50% (5.50% - 12.75%)

Corresponding monthly periodic rates of (0.4583% - 1.0625%)

Variable Annual Percentage Rate (APR) and corresponding periodic rate for Cash Advance balances

Prime* plus a margin of 11.75% (15.00%)

Corresponding monthly periodic rate of (1.2500%)

*APRs may increase or decrease for each new billing cycle based on changes in the U.S. Prime Rate published in the "Markets Lineup" section of *The Wall Street Journal* ("Prime"). Each APR will equal the sum of Prime plus the applicable margin ("Margin"). Margin means the percentage points added to the Prime Rate to calculate the APR. An increase in your rates will increase your interest charges and may increase your minimum monthly payment. Your rates will not exceed the maximum we are allowed to charge under applicable law.

Penalty APR and when it applies: None

Paying Interest:

Your due date is at least 24 days after the close of each billing cycle.

Purchases – We will not charge you interest on purchases if you pay your new balance by the payment due date shown on your statement each month

Balance Transfers – We will charge you interest on balance transfers from the date of posting.

Cash Advances – We will charge you interest on Cash Advances from the date of posting.

Minimum Interest Charge: Charged interest will be no less than $.50.

Fees:

Annual Fee: **$75**

Transaction Fees:

Balance Transfer:	**$0**
Cash Advance:	**3%** of each new Cash Advance (not less than **$10** per transaction)
Foreign Transaction:	**3%** of each transaction converted to US Dollars

Penalty Fees:

Late Payment:	Up to **$35**
Over-the-Credit Limit:	**$0**
Returned Payment:	Up to **$35**

How we will calculate your balance: We use a method called "average daily balance (including new purchases, balance transfers and cash advances)". Calculating Average Daily Balance – Purchase Balance. You will have a grace period during which we will not impose an interest charge on Purchases if you pay in full your New Balance by the Payment Due Date shown on the billing statement each month. Otherwise, we will impose a periodic interest charge on the average daily balance of Purchases. To determine this average daily balance, we (a) start with the previous Purchase balance at the beginning of each new billing cycle and subtract any unpaid interest charge and unpaid fees which were included in that balance; (b) determine the Purchase balance for each day of the billing cycle by subtracting any payments and credits applied to the Purchase balance and by adding new Purchases; and (c) at the end of the billing cycle, add these daily balances and divide the total by the number of days in the billing cycle to determine the average daily balance for Purchases. We then multiply this average daily balance by the monthly periodic rate that applies to Purchases to determine the amount of your periodic interest charge on Purchases.
Calculating Average Daily Balance – Cash Advance Balance. There is no grace period for Cash Advances. We will impose a periodic interest charge on the average daily balance of Cash Advances. To determine this average daily balance, we (a) start with the previous Cash Advance balance at the beginning of each new billing cycle and subtract any unpaid interest charge and unpaid fees which were included in that balance; (b) determine the Cash Advance balance for each day of the monthly billing cycle by subtracting payments and credits applied to the Cash Advance balance and adding new Cash Advances; and (c) at the end of the billing cycle, add these daily balances and divide the total by the number of days in the billing cycle to determine the average daily balance for Cash Advances. We then multiply this average daily balance by the monthly periodic rate that applies to Cash Advances. The result is your periodic interest charge on Cash Advances.

FIRST TENNESSEE VISA® SIGNATURE CARDHOLDER AGREEMENT

and Disclosures Under The Federal Truth In Lending Act

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Agreement and Definitions. This Cardholder Agreement, the folder containing your card including the Account Opening Disclosure Table on the back of the folder, changes and notices of changes we make to your account and/or this agreement as provided herein, the Visa Signature Guidelines included on your application and published and periodically updated at www.firsttennessee.com, and all documents bearing your hand-written, electronic or digital signature (such as, but not limited to, any application, convenience check or sales slip) or other evidence of indebtedness on the credit card account constitute the contract governing your credit card account (the "Agreement"). The words "you" and "your" refer to each person jointly and severally (if more than one) who has applied for or otherwise agreed to be responsible for the account. The words "we," "our," and "us" mean First Tennessee Bank National Association (which also is branded as "First Horizon"), and its successors, assigns, agents and/or authorized representatives. The word "card" means each Visa Signature card issued on the account. The card is our property, and you agree to surrender it to us or our agent upon request. This Agreement is binding on you unless you cancel your account within 30 days after receiving the card and you have not used or authorized use of your account. This card is available only to individuals for consumer use and will not be issued to sole proprietorships, corporations, partnerships or limited liability companies.

Changes In Terms. You consent and agree that at any time we may add, delete, remove, amend, or change any terms and conditions of this Agreement, including but not limited to the Annual Percentage Rate (APR), fees or other terms. Such amendments may apply to the unpaid balance and to new transactions, as allowed by applicable law. Reasons we may change the terms and conditions of this Agreement include, but are not limited to, risks associated with your account, economic and market conditions and trends, product parameters, and our business needs and considerations. If we make such amendments, you will receive advance notice and a right to opt out, as may be required by the Agreement and applicable law.

Using Your Account. In addition to the card, we may furnish you checks which can be used to access your account. You agree to use checks only in the form we furnish and according to any instructions we give you. You cannot stop payment on checks used to access the account. You may use your account to purchase goods and services and to get Cash Advances.

Cash Advances include cash obtained from participating financial institutions and ATMs, transactions using checks to access your account, and cash-equivalent transactions (including purchases of travelers' checks, casino chips and other items which Visa rules, as applicable, designate as cash or cash-equivalent transactions). The amount of a Cash Advance obtained from an ATM may include a surcharge imposed by the ATM owner.

Purchases are transactions initiated with the card or account for the purchase of goods or services from participating merchants (excluding cash-equivalent transactions) and such other charges we designate as Purchases.

Only a payment made by us, at your request via our customer service center or our website, to transfer all or part of your balance with another creditor to your account with us will be considered and treated as a Balance Transfer under this Agreement. Your use of a check used to access your account for any purpose is not considered a Balance Transfer under this Agreement.

Standard (Variable) Rates. Except as otherwise stated in this "Standard

(Variable) Rates" provision or upon amendment of this Agreement, the monthly periodic rates and corresponding APRs used to compute the periodic interest charges on your account will be variable rates which may increase or decrease for each new billing cycle based on changes in the U.S. Prime Rate published in the "Markets Lineup" section of *The Wall Street Journal* ("Prime"). Your corresponding APRs, divided by 12 and truncated to the next one-thousandth percentage point will be your monthly periodic rates. Your rates will not exceed the maximum we are allowed to charge under applicable law. We will use the value of Prime published on the last business day of each calendar month (the "Determination Date") in order to calculate your APRs in effect from the first day through the last day of your billing cycle ending in the calendar month following the Determination Date. If more than one Prime rate is published on the Determination Date, we will use the highest. An increase in your rates will increase your interest charges and may increase your minimum monthly payment.

Your APRs on Purchases, Balance Transfers and Cash Advances will equal the sum of Prime plus a margin ("Margin"). Margin means the percentage points added to the Prime Rate to calculate the APR. Your Margins, corresponding APRs and monthly periodic rates for Purchases, Balance Transfers and Cash Advances are shown on the enclosed folder containing your card which includes the Account Opening Disclosure Table on the back of the folder.

Promise to Pay. You promise to pay us, in accordance with the terms of this Agreement, for all transactions on your account, plus all interest, finance charges and other charges, fees and expenses incurred on or in connection with the account. You will be individually and, if applicable, jointly and severally liable for the total balance, whether the charges are made by you or by a person authorized by you in any way to use your account in any way. You cannot transfer or assign the account to another person.

Credit Limit. Your initial credit limit appears on the folder containing your card. We may increase or decrease your credit limit at any time. Each of your billing statements will reflect your credit limit in effect as of the date of the statement. You agree not to conduct any transaction that would cause the total balance of your account to exceed your credit limit. We may honor, at our discretion, transactions which exceed your credit limit. You agree to pay any amount that exceeds your credit limit immediately upon request. Without additional notice we may limit the number or dollar amount of account transactions, and/or authorizations for transactions, within your credit limit for security or other reasons.

Billing Statements. We will send or make available a billing statement for each monthly billing cycle for which a Purchase, Balance Transfer or Cash Advance is posted to your account or if there is a debit or credit balance of more than $1.00. The statement will reflect each Purchase, Balance Transfer or Cash Advance transaction posted to your account, your New Balance, Payment Due Date, Minimum Payment Due, Interest Charges, Fees and other important information. Unless you notify us of any alleged errors in accordance with the Billing Rights Notice in this Agreement, we may consider the statement correct for all purposes.

Making Payments:

Effects of Making Minimum Payments. If you make only the minimum payment each billing period, you will pay more in interest and it will take you longer to pay off your balance.

Application of Payments. We will determine, at our discretion, the amount of and order in which minimum payments will be applied to Purchases, Balance

Transfers, Cash Advances, Interest, Finance Charges and other fees and charges. If your account has balances with different APRs, we will allocate your minimum payments to balances subject to lower APRs before balances subject to higher APRs. If you make more than the minimum payment, we will allocate amounts in excess of the minimum payment to balances subject to higher APRs before balances subject to lower APRs, even if, as required by applicable law, this allocation results in a loss of any Grace Period for which you may otherwise have been eligible. This payment allocation method applies to all higher APR balances, including transactions subject to higher APRs posted since your last statement.

New Balance. The details and amount of your New Balance for each monthly billing cycle will appear on your billing statement in the Summary of Account Activity section.

Minimum Payment Calculation. You may pay all or part of your balance at any time, but each month you must pay at least the Minimum Payment Due shown on the billing statement. If your New Balance is $25.00 or less, the Minimum Payment Due will be the New Balance in full. Otherwise, the Minimum Payment Due will be the total of (1) the greatest of (a) 2.5% of your New Balance, (b) 1% of your New Balance, plus interest charges assessed in the current billing cycle, (c) any over limit amount in the current cycle, or (d) $25.00; plus (2) net fees (excluding Cash Advance and Currency Conversion Fees) in excess of $0 assessed in the current billing cycle; plus (3) all amounts past due.

Form of Payments. Do not send cash by mail. If you pay by check or money order, the check or money order must be in U.S. Dollars drawn on funds on deposit in a federally-insured U.S. depository institution. However, we may, at our option, accept checks or money orders drawn on non-U.S. banks and impose service and collection charges on your account for processing such items. When you send a personal check to the BankCard Center, we may initiate an electronic debit for the amount of your check to your account at the financial institution on which the check was written. Your payment will appear as an electronic debit on the statement for the account from which you made payment and will include the name of the payee "BankCard Center", the check number and the payment amount. We can (but are not required to) accept late payments, partial payments, payments marked or accompanied by "payment in full" or similar language, or payments which are otherwise improper without losing any of our rights under this Agreement, including our right to require payment of the entire balance.

Payment Processing. Payments accompanied by the payment coupon or other information adequate to identify the appropriate account are proper payments. Proper payments will be applied to your account as of the date received if received Monday-Friday, excluding federal holidays, by the times shown below:

- Payments received at BankCard Center, P.O. Box 385, Memphis, TN 38101-0385 by 5:00 p.m. CT
- Payments delivered in person to and processed by an employee at a First Tennessee financial center, or other First Tennessee location that accepts such payments, by close of business at that location
- Payments made via First Tennessee's Banking Online website by 8:00 p.m. CT

Proper payments received on a day that First Tennessee does not process payments or later than the times shown above will be applied the next business day. Any other payment may not be applied until 5 days after receipt.

Visa Money Transfer. You have the ability to receive a credit transfer to your credit

card via a Visa Money Transfer under which you or a third party may transfer funds to you. Funds will appear on the statement as a "Visa Transfer", but funds will be treated as a non-proper payment to your account within 2 business days of receipt. We have the right to refuse/return a transfer restricted/prohibited by applicable federal, state or local law or by this Agreement.

Finance Charges.

Interest Charges. We will impose periodic interest charges based on the monthly periodic rates that apply to Purchase, Balance Transfer and Cash Advance average daily balances. Periodic interest charges will begin to accrue on all average daily balances from the date that transactions are posted to your account, except for Purchase transactions that may be eligible for a grace period (see Paying Interest section of this Agreement).

If the periodic interest charge calculated for a billing cycle in the manner described in the Calculating Average Daily Balances section is less than $.50 but more than $.00, we will impose a $.50 minimum charge (in addition to any applicable Cash Advance Fee(s)). The amount of interest charged will be shown on your billing statement in the Interest Charged section; except that, when imposed, the minimum charge will appear in the Fees Charged section of your statement.

Foreign Currency Transactions. If a transaction on the account is in a currency other than U.S. Dollars, Visa will convert the amount of the transaction (whether a purchase, cash advance or credit) to U.S. Dollars as provided by Visa rules then in effect. Currently, Visa rules provide that the exchange rate between the transaction currency and the billing currency used for processing international transactions will be a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date (which rate may vary from the rate Visa itself receives) or the government mandated rate in effect for the applicable central processing date. You agree to accept the converted amount. We will charge you three percent (3%) of the amount calculated by Visa as a Currency Conversion Fee. Each Currency Conversion Fee will be itemized in the Transactions section on your billing statement. The total amount of any Currency Conversion Fee(s) will be shown on your billing statement in the Fees Charged section.

Paying Interest:

Grace Period for Purchases. You will have a grace period during which we will not impose an interest charge on Purchases if you pay your New Balance by the Payment Due Date shown on the billing statement each month. Otherwise, we will impose a periodic interest charge on the average daily balance of Purchases.

Grace Period for Balance Transfers. There is no grace period for Balance Transfers. We will impose a periodic interest charge on the average daily balance of Balance Transfers.

Cash Advances. There is no grace period for Cash Advances. We will impose a periodic interest charge on the average daily balance of Cash Advances.

Calculating Average Daily Balance:

Purchase Balance. To determine this average daily balance, we (a) start with the previous Purchase balance at the beginning of each new billing cycle and subtract any unpaid interest charge and unpaid fees which were included in that balance; (b) determine the Purchase balance for each day of the billing cycle by subtracting any payments and credits applied to the Purchase balance and by adding new Purchases; and (c) at the end of the billing cycle, add these daily

balances and divide the total by the number of days in the billing cycle to determine the average daily balance for Purchases. We then multiply this average daily balance by the monthly periodic rate that applies to Purchases to determine the amount of your periodic interest charge on Purchases.

Balance Transfer Balance. To determine this average daily balance, we (a) start with the previous Balance Transfer balance at the beginning of each new billing cycle and subtract any unpaid interest charge and unpaid fees which were included in that balance; (b) determine the Balance Transfer balance for each day of the billing cycle by subtracting any payments and credits applied to the Balance Transfer balance and by adding new Balance Transfers; and (c) at the end of the billing cycle, add these daily balances and divide the total by the number of days in the billing cycle to determine the average daily balance for Balance Transfers. We then multiply this average daily balance by the monthly periodic rate that applies to Balance Transfers to determine the amount of your periodic interest charge on Balance Transfers.

Cash Advance Balance. To determine this average daily balance, we (a) start with the previous Cash Advance balance at the beginning of each new billing cycle and subtract any unpaid interest charge and unpaid fees which were included in that balance; (b) determine the Cash Advance balance for each day of the monthly billing cycle by subtracting payments and credits applied to the Cash Advance balance and adding new Cash Advances; and (c) at the end of the billing cycle, add these daily balances and divide the total by the number of days in the billing cycle to determine the average daily balance for Cash Advances. We then multiply this average daily balance by the monthly periodic rate that applies to Cash Advances to determine the amount of your periodic interest charge on Cash Advances.

Other Fees and Charges:

Annual Fee. $75

Eligibility. To be eligible for a Visa Signature Card, you must have a minimum gross annual income of $35,000.

Cash Advance Fee. We will impose a Cash Advance Fee equal to 3% of each new Cash Advance. However, the fee will not be less than $10 per transaction or more than the amount allowed by applicable law or regulation. Each Cash Advance Fee will be itemized in the Transactions section on your billing statement. The total amount of any Cash Advance Fee(s) will be shown on your billing statement in the Fees Charged section.

Returned Payment Fee. When a check or other payment on your account is not honored, cannot be processed or otherwise cannot be applied to your account, we will charge you a returned payment fee of up to $25.00 for the first occurrence and up to $35.00 for any additional occurrences in the following six billing cycles.

Late Payment Fee. If we do not receive at least the minimum payment due on your account by the Payment Due Date shown on your billing statement, we will charge you a late payment fee of up to $25.00 for the first occurrence and up to $35.00 for any additional occurrences in the following six billing cycles.

Collection Costs and Attorneys' Fees. Except as prohibited by applicable law, you will pay our collection costs and attorneys' fees if you default under this Agreement.

Security Interest. Collateral furnished to secure any other credit you may owe us may also secure this account. However, if collateral securing other credit is your personal residence, we waive any claim we might otherwise have to treat that property as collateral for this account.

Account Use by Others. Think carefully before you lend your card or authorize another person to use your card or account. You cannot limit that person's authority to use the account, and you cannot terminate such authority (1) until we receive notice of revocation; and (2) until you recover possession of the card.

Notices. If we have to notify you of anything concerning your credit card account, the notice will be effective if we send it to your name and address as they appear in our records or you receive such notice by any other means. You will notify us in writing immediately if you change your name, address, telephone number or other pertinent contact information. If you write to us for any reason other than to make a payment, send your letter to: BankCard Center, P.O. Box 1545, Memphis, TN 38101-1545. If you are one of our Banking Online customers who receives notices or statements electronically, you will notify our Banking Online Department if you change your e-mail address by following the instructions in your Banking Online Agreement. Additionally, if you become aware of an error regarding how activity on this account appears on a credit report, please write us at BankCard Center, P.O. Box 1545, Memphis, TN 38101-1545.

Default/Entire Balance Due. You will be in default if you fail to pay at least the minimum payment shown on the billing statement, or fail to comply with any other term of this Agreement or any other agreement with us, or in the event of your bankruptcy, death, fraud or misrepresentation. If you are in default, we can demand immediate payment of the entire balance and all fees and charges then owing on the account, as allowed under applicable law.

Non-default Termination or Suspension. You may terminate account privileges at any time by notifying us in writing. We may terminate or suspend account privileges at any time without prior notice unless required by applicable law. In the event of any termination or suspension, you will immediately stop using the account, and you will return or destroy the card upon request. You will remain obligated to pay the account balance and all fees and charges according to the terms of this Agreement or as otherwise agreed between us.

Credit Information. You authorize us to make credit, employment and investigative inquiries about you from time to time to credit reporting agencies and others until the Agreement is terminated and the account balance is paid in full. You also promise to provide current financial information upon our request. We may report information about the account to credit reporting agencies, other creditors, Visa, and others who may properly receive such information, in accordance with applicable law and the Privacy Notice contained herein.

Promotions. From time to time, we may offer you temporary promotional terms. If we do, we will advise you in writing of the scope and duration of the promotional terms, and your regular terms will resume at the time our offer specifies. Occasionally, you may be contacted about promotions, credit card enhancements and special products. If you prefer not to receive this information, please write to us at BankCard Customer Service, P.O. Box 1545, Memphis, TN 38101-1545. Please allow sixty (60) days for your request to take effect.

Telephone Monitoring. You consent and agree that we may monitor and record your telephone calls with our employees or contractors.

Merchant Refunds/Credits. Merchants are not allowed to make cash refunds for

card transactions on your credit card account, subject to a very few exceptions. Instead, if the merchant grants your request for a refund, it is the merchant's responsibility to send a credit through Visa so that we can credit your account. You should retain your copy of the credit slip prepared by the merchant. If the merchant discloses a policy limiting or disallowing refunds, you will be bound by it. If you make travel or lodging or other reservations, you will be bound by the merchant's cancellation policy, and you must obtain a cancellation code from the merchant to avoid or limit any charges in accordance with that policy. If you give a merchant continuing authority to charge your account for repeat charges, you must notify the merchant when you wish to revoke that authorization. If the merchant continues to initiate such charges, to preserve your billing rights you must continue to notify us promptly every time your billing statement reflects a new charge.

Assignment. We may assign any or all of our rights under this Agreement, including any debt you owe us.

Captions. Captions used in this Agreement are intended solely as aids to convenient reference and do not affect the interpretation of this Agreement.

Applicable Law/Non-Waiver/Severability. YOUR ACCOUNT AND THE TERMS AND ENFORCEMENT OF THIS AGREEMENT WILL BE GOVERNED BY FEDERAL LAW AND THE LAW OF TENNESSEE. We can delay enforcing any of our rights under this Agreement any number of times without waiving our rights in the future. If any term of this Agreement is found to be unenforceable, all other provisions remain in full force and effect.

Illegal Transactions. You agree not to make or permit to be made any illegal transactions on the account through use of the card, any other account access device issued by us, or in any other manner. We may, but are not required to, deny authorization for any internet gambling transactions, any internet purchase of tobacco products, or any other illegal transactions. You agree that illegal use of the card or the account will be deemed an action of default and/or breach of contract and, in such event, the account and other related services may be terminated at our discretion. You further agree that should illegal use occur, you waive any right to sue us for such illegal use or any activity directly or indirectly related to it, and you agree to indemnify and hold us harmless from any suits, legal action, or liability directly resulting from such illegal use.

Lost or Stolen Cards/Unauthorized Use. If any card (or convenience check) is lost or stolen or if you think someone used or may use your account without permission, you agree to notify us immediately by calling 1-800-234-2840 or (901) 818-9250 (Collect) if you are outside the continental United States. Upon our request, you agree to provide us such written information as we request or require to assist our investigation.

Liability for Unauthorized Use. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before you notify us.

VISA SIGNATURE POINTS PROGRAM

Awarding Travel Points. On each monthly billing cycle closing date we will award one travel point to your Visa Signature points account for each net dollar in new purchases posted to your Visa Signature card account during that monthly billing period. However, we reserve the right NOT to award points or allow redemption of points if you are in default under any of the terms of this

Agreement or if we have terminated or suspended your credit privileges in accordance with this Agreement or applicable law. Cash Advances, Balance Transfers, convenience checks, debit transactions initiated by us, finance charges and fees charged to your account are not eligible for points. Our failure to enforce these conditions at any time and for any period of time will not waive our right to enforce them at a later time nor require further notice to you before we enforce them. We will subtract one point from your account for each dollar in returned purchase credits. Points may be accumulated from month to month and year to year, for three years. Unless redeemed, points will expire and be forfeited on the third anniversary of the last day of the calendar year in which awarded. For example, points awarded in January 2013, if not redeemed, will expire and be forfeited on December 31, 2016. If you close your Visa Signature card account, or if we terminate or suspend your credit privileges in accordance with this Agreement or applicable law, then all accumulated points not yet redeemed will be forfeited.

Redeeming Points. We contract with a travel agency to provide Visa Signature services. You authorize us to share information concerning your account with the travel agency, its employees and representatives (collectively, the "Agency"), including but not limited to any and all information reflected on your Visa Signature card account statement and recent transactions on your Visa Signature card account. This information is shared in accordance with our Privacy Notice in this Agreement. The Agency will charge you fees (for which we will not reimburse you) for transactions that you conduct through the Agency, whether or not you are redeeming Visa Signature points. You may not use Visa Signature points to pay the Agency's fees.

In order to redeem points, your Visa Signature card account must be open, active and not in default status according to the terms of this Agreement. In addition, you must have the minimum number of points required for redemption as published in the Visa Signature guidelines on our website at www.firsttennessee.com. Our failure to enforce these conditions at any time and for any period of time will not waive our right to enforce them at a later time nor require further notice to you before we enforce them. Subject to those conditions, you may redeem your travel points by calling the Visa Signature Service Center at 1-888-216-2896. A Visa Signature specialist will verify your available points and eligibility to redeem points in the requested amount. Points may be redeemed according to the Visa Signature Point Redemption Terms published in the current Visa Signature guidelines. Visa Signature points may be redeemed only for travel services and only through the Agency designated by us. Visa Signature points have no cash value. They are not redeemable for cash, cannot be bought or sold, nor can they be used as payment for any obligation you owe to us.

Provision of Travel Services. The Agency will provide travel agency services directly to Visa Signature cardholders. Those services include describing the flights available for the amount of points you are redeeming, assisting in ticket selection, making reservations for available flights offered by participating airlines, and issuing and delivering tickets you have purchased. The Agency will report to us the points you have redeemed, and we will subtract them from your Visa Signature points balance. We disclaim any responsibility in the provision of services by the Agency, or for services provided by the airline you have selected. Our only responsibility in this regard is to provide correct

information to the Agency concerning your Visa Signature points balance and credit card account. If you have obtained any travel services by redeeming travel points exceeding your available point balance, no matter the cause, we will charge the equivalent dollar value of the over-redeemed points to your Visa Signature card account as a purchase.

Program Restrictions and Other Considerations. Certain restrictions and additional terms apply to your Visa Signature Points Program. You should refer to the Visa Signature Guidelines at www.firsttennessee.com for the current program restrictions and terms. Topics addressed in the Visa Signature Guidelines include: Point Redemption Terms, Points, Redemptions, Tickets and Fees. All travel services are subject to availability; you may not be able to obtain travel services for all destinations or flights.

Termination and Modification. We may terminate or modify the Visa Signature Points Program at any time without cause, without notice and without affecting your privileges to use your credit card account for Purchases, Balance Transfers or Cash Advances under this Agreement. By accumulating Points, you do not acquire any vested right with respect to such points or other program benefits; and you may not rely upon the continued effectiveness or availability of any previously published, or otherwise communicated, redemption terms. We may cancel or change program benefits, redemption levels, conditions for your participation in the program, and rules for earning, redeeming or forfeiting Travel Points at any time, even though such changes may prevent your use of the Travel Points you have accumulated.

ARBITRATION PROVISION

ARBITRATION: PLEASE READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY. IT PROVIDES FOR MANDATORY ARBITRATION OF CONSUMER CLAIMS (SUBJECT TO SOME EXCEPTIONS), INSTEAD OF COURT PROCEEDINGS. IF YOU OR WE ELECT ARBITRATION OF A CLAIM, NEITHER WILL HAVE THE RIGHT TO PURSUE THAT CLAIM BEFORE A JUDGE OR JURY IN COURT OR TO PARTICIPATE IN A CLASS ACTION PROCEEDING. RIGHTS YOU WOULD HAVE IN COURT THAT MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION INCLUDE THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL. FEES AND EXPENSES OF ARBITRATION MAY BE HIGHER THAN THOSE ASSOCIATED WITH COURT PROCEEDINGS. THE ARBITRATOR'S DECISION WILL BE BINDING, EXCEPT AS PROVIDED BELOW.

Agreement to Arbitrate. Upon the election of either you or us, any Claims (as defined below), except for Claims filed in a small claims court, may be resolved by mandatory, binding arbitration. The small claims court exclusion applies only so long as the dispute remains in the small claims court and is an individual (non-class, non-representative) Claim. If a Claim asserted in small claims court is transferred or appealed to a different court, either you or we may then elect mandatory, binding arbitration pursuant to this Arbitration Provision. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the Federal Arbitration Act (the FAA).

Definitions for Arbitration Provision. As used in this Arbitration Provision, the following terms have the following definitions. The words we, our, and us mean First Tennessee Bank National Association (which also is branded as First Horizon), its parent company, and their direct and indirect subsidiaries and affiliates, together with their employees, officers, directors, successors, and

assigns. The words you, your, and yours refer to any Consumer applicant, co-applicant, authorized user of the account, or legal representative of any of the foregoing, and anyone claiming through such person or incident to the account.. The word "Consumer" means a natural person who holds an account primarily for personal, family or household purposes. The word Claim means any claim, controversy, or dispute of any kind arising from or relating to the account or any relationship arising from or related to the account. The word Claim includes, but is not limited to, any claim, controversy or dispute involving one or more of the following:

- the formation, application, enforceability, or interpretation of this Arbitration Provision or other part of the Agreement;
- any advertisements, solicitations, disclosures or other communications relating to the account, whether made before or after the account was opened;
- the opening, administration and termination of the account;
- any transactions involving the account;
- any interest, fees and other charges to the account;
- any products or services (whether provided by us or a third party) related to or offered in connection with the account;
- any use or disclosure of information about you or the account;
- any other matters relating to the account or your credit card relationship with us.

All Claims Subject to Arbitration Provision. All Claims are subject to this Arbitration Provision, regardless of whether the Claim: (i) previously existed, is now existing (whether discovered or undiscovered) or arises later; (ii) is based on a theory of contract, tort (including intentional tort), negligence, agency or other vicarious liability, fraud, statute, regulation, constitution, or any other source of law or equity; (iii) seeks monetary damages, or declaratory, injunctive relief, or other remedy or relief; (iv) is asserted as an initial claim, counterclaim, crossclaim, interpleader action, third-party claim or other action; or (v) is asserted as an individual claim or as part of a class action or other representative or collective action. (Any Claim asserted as part of a class action or other representative or collective action shall proceed in arbitration on an individual basis as set forth below.) Joint Cardholders, applicants and authorized users on a single account or multiple accounts for which the same Cardholders are legally responsible will be treated as one person for this purpose. All questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

Initiation of Arbitration. The party electing arbitration must use the arbitration administrator shown below and follow its rules and procedures, except as otherwise stated in this Arbitration Provision. Copies of its current rules, procedures, forms, and related information, including information about how to file a Claim, may be obtained by contacting the Administrator as follows:

American Arbitration Association
Case Filing Services
1101 Laurel Oak Road, Suite 100
Voorhees, NJ 08043
Toll free number: 877-495-4185
http://www.adr.org

Except for the small claims court exclusion set forth above, either you or we may ask an appropriate court to compel arbitration, or stay litigation pending arbitration, of any Claim, even if the Claim is part of a lawsuit in court. A party who has asserted a Claim in a lawsuit may nevertheless elect mandatory arbitration with respect to any Claims subsequently asserted in that lawsuit by any other party. Delay in exercising these rights shall not waive such rights. Failure to exercise arbitration rights with respect to a particular Claim shall not waive your right or our right to demand arbitration of any other Claim. If the Administrator declines to administer a Claim in arbitration, then either party shall have the right to proceed with the Claim as a lawsuit in court, in which case the Class Action Waiver set forth below still applies.

Class Action and Jury Waiver. You and we hereby knowingly and voluntarily (1) waive the right to proceed as part of any class action and (2) waive the right to a trial by jury of any and all Claims. No Claim submitted to arbitration is heard by a jury or may be brought as a class action or as a private attorney general. You do not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim submitted to arbitration (Class Action Waiver). Any Claim resolved by arbitration shall be arbitrated on an individual basis by a single arbitrator. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

Severability. The parties to this Arbitration Provision acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is non-severable from this Arbitration Provision. If the Class Action Waiver is limited, voided or found unenforceable, then the parties' agreement to arbitrate (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated. If any portion of this Arbitration Provision, other than the Class Action Waiver, cannot be enforced, that portion will be severed, and the rest of the Arbitration Provision will continue to apply.

Arbitration Procedures and Law. A single arbitrator chosen by the Administrator will resolve Claims pursuant to the rules and procedures of the Administrator and this Arbitration Provision. This Arbitration Provision will govern in the event of conflict with the Administrator's rules and procedures. Discovery procedures available to parties will be limited by the Administrator's rules and procedures. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations and honor legally recognized claims of privilege. The arbitrator will have the power to award any damages or other relief that would be available in court and are permitted under the terms and conditions of this Agreement, but only with respect to the named parties and the Claims being arbitrated. The arbitrator and this Arbitration Provision will not be subject to federal, state, or local rules of procedure and evidence applicable to lawsuits or to state or local laws relating to arbitration. Either party may choose to have an arbitration hearing and to be represented by counsel. An arbitration hearing may be conducted by telephone if the parties agree. Any participatory arbitration hearing that you attend in person will occur at a place designated by the

Administrator at a location within the federal judicial district that includes your billing address or at some other place agreed upon by you and us. The arbitrator will use reasonable efforts to protect confidential information if requested to do so by any party. The arbitrator will make any award in writing and, upon a timely written request, provide a written statement of reasons for the award.

Costs of Arbitration. You and we will be responsible for paying the fees of the arbitrator and any administrative fees charged by the Administrator according to the rules and procedures of the Administrator. We will also pay or reimburse you for all or part of other arbitration fees, if the arbitrator determines there is good reason to do so, and we will pay any fees and costs, which we are required to pay by law or by the rules and procedures of the Administrator. In addition, in the event that you receive an arbitration award that is greater than our last written settlement offer, the arbitrator shall have the discretion to require us to pay your attorneys' fees and costs. Otherwise, each party will bear its own attorneys' fees and costs, regardless of who prevails.

Finality of Arbitration. The arbitrator's decision is final and binding on the parties, except for any right of appeal provided by the FAA. Costs will be allocated in the same way as costs are allocated in arbitration by a single arbitrator. A final and binding award is subject to judicial review only as provided by the FAA. An arbitration award will be enforceable under the FAA by any court having jurisdiction.

Survival of Arbitration Provision. This Arbitration Provision shall survive: (i) termination or changes in the Agreement and/or related agreements or programs, the account, and the relationship between you and us concerning the account and related programs; (ii) bankruptcy of any party; and (iii) any sale, assignment or other transfer of the account, or any amounts owed on the account. Any different agreement regarding arbitration of Claims must be agreed in writing.

Your Billing Rights: Keep this Document for Future Use

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

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at: BankCard Center, P.O. Box 1545, Memphis, TN 38101-1545. You may also go to www.firsttennessee.com and submit a transaction dispute. You will need to give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

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

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

What Will Happen After We Receive Your Letter

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

1. Within 30 days of receiving your letter, we must tell you that we received your

letter. We will also tell you if we have already corrected the error.

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

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

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

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

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

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we do not follow all of the rules above, you do not have to pay the first $50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

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

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

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: BankCard Center, P.O. Box 1545, Memphis, TN 38101-1545. You may also contact us by going to www.firsttennessee.com and submitting a transaction dispute. 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.