Secured Card Account Agreement SECURITY INTEREST	For each bolded word or phrase, the definition is provided at https://www.suntrust.com/PersonalBanking/EverydayBanking/CreditCards and in the definitions section at the end of this Agreement.

Your Card Account is a secured account, meaning **You** have pledged collateral to ensure repayment of the **Credit** that **SunTrust** provides **You** and any other debt that **You** owe **SunTrust** on **Your Card Account**.

Pledge of Collateral

In consideration for the **Bank** issuing this **Card Account** to **You**, **You** have opened a **Savings Account** called the "Secured Card Savings Account" according to these parameters. The **Savings Account** must:

- be titled in the same name(s) of the initial **Cardholder(s)** when the **Card Account** is opened and no other name(s);
- be opened with a deposit that equals the amount of **Your** revolving **Credit Limit**; and
- remain open during the duration of **Your Card Account**.

To secure all amounts **You** may owe, including but not limited to interest, fees, and charges, which accrue on **Your Card Account** and all of **Your** other obligations on **Your Card Account**, **You** assign, transfer, and pledge a security interest in and grant the **Bank** all rights, title, and interest in the **Savings Account** and in all renewals, additions, and funds/earnings of the **Savings Account**. If **Your Savings Account** is closed for any reason, **SunTrust** may terminate **Your Card Account** in accordance with the terms of this **Agreement**.

The primary rules and regulations for your **Savings Account** are described in the **Bank** Rules and Regulations for Deposit Accounts booklet provided to **You** separately. This **Savings Account** has additional terms/restrictions that include the following.

- At all times during the duration of **Your Card Account**, **You** must maintain funds in the **Savings Account** that cover the amount of **Your Credit Limit**.
- **You** may not make withdrawals from the **Savings Account** while it secures **Your Card Account**. This restriction includes, but is not limited to, withdrawals of any funds at a branch, through an ATM, through online transactions, through overdraft protection to a checking account, or by any other method.
- **You** are not allowed to make additional deposits to this **Savings Account**, except when additional deposit(s) is/are required for the **Savings Account** balance to cover the **Card Account Credit Limit**.
- No transfer of ownership of the **Savings Account** to another person upon death of the **Cardholder(s)** is permitted.

Right of Bank to Control and Use Savings Account

You agree that this security interest, pledge, and assignment provides the **Bank** the right to redeem, collect, and withdraw any part or the full amount of the **Savings Account** to satisfy **Your** obligations under this **Agreement** upon **Your Default** under this **Agreement** or if **Your Card Account** is terminated for any reason. **You** acknowledge and agree that this security interest, pledge, and assignment gives the **Bank** exclusive control over the **Savings Account**. **You** agree that if **Your Card Account** is closed for any reason, **SunTrust** may apply funds in the **Savings Account** to pay off any balance on the **Card Account**. If funds remain in the **Savings Account** after **SunTrust** pays off the **Balance** on the **Card Account**, **SunTrust** will remit these funds to **You** within 15 days after settling the outstanding **Balance** on **Your Card Account,** except for any trailing items that are unresolved, including, but not limited to, chargeback disputes and payments on **Your Card Account** that are returned for insufficient funds**.** With regard to the sum of such unresolved trailing items, **SunTrust** will remit any such funds remaining in the **Savings Account** within 15 days after such trailing items have been resolved.

Duration of Security Agreement

Your security agreement will remain in effect until (a) all of **Your** debt to the **Bank** on **Your Card Account** has been paid in full and (b) all other obligations secured by this **Agreement** have been fulfilled.

Waiver of Rights and Other Legal Matters regarding the Security Interest

You waive any right to require **SunTrust** to: (a) proceed against **You**, any other **Cardholder**, or **Authorized User** on **Your Card Account**; or (b) proceed against or exhaust any security held under this security agreement before **SunTrust** pursues any other remedy in **SunTrust**'s power. The **Bank's** rights stated in this security agreement are in addition to any others **SunTrust** has under applicable law. If there is a conflict regarding this security interest and any other agreement, this **Agreement** will control. **You** represent that no insolvency proceeding or general assignment for creditors is pending that would affect **Your** grant of this security interest. **You** waive any defense **You** may have against **SunTrust**, associated with this security interest.

Enforcement of Security Interest

You hereby irrevocably appoint the **Bank** as attorney-in-fact to execute any instruments required to satisfy **Your** debt under the **Card Account**.

Secured Card Account Agreement **SUMMARY OF KEY TERMS**	**For each bolded word or phrase, the definition is provided at https://www.suntrust.com/PersonalBanking/EverydayBanking/CreditCards and in the definitions section at the end of this Agreement.**
When are You bound by the CA Terms?	**Your Card Account Agreement** with **SunTrust** starts and **You** agree to the terms when (1) **You** accept and/or sign the **Card** or (2) **You** or an **Authorized User** use(s) the **Card** or **Account**, thus obtaining **Credit** from **SunTrust**.
What types of transactions might You make with the Card/Account and how are these transactions itemized on Your bill each month?	▪ **You** may use **Your Card/Account** to make legal **Purchases**, **Cash Advances**, **Overdraft Advances** and **Balance Transfers**. **You** are responsible for transactions that **You**, other **Cardholders**, and **Authorized Users** make, whether the transactions are legal or not. ▪ Each type of transaction has different associated costs and terms; each transaction type and associated costs are grouped together and detailed in **Your** monthly **Statement** (**Card Account** bill) by transaction type. The combined outstanding amount of each transaction type is **Your New Balance** due on **Your Account** each month (**Billing Period**). You must pay all **Interest Charges**, fees, and **Other Charges** properly charged to **Your Account**.
What You Pay, when, how, and what happens if You pay late?	▪ **SunTrust** will send **You** a monthly **Statement** (bill). **You** agree to pay all **Authorized Charges** on the **Statement**. **You** have the option of paying in full the **New Balance** shown on each **Statement** or paying in installments that at least equal the amount of the **Minimum Payment** shown on **Your Statement**. In either case, the payment **Due Date** will be at least 25 days after the **Closing Date** of **Your Statement**. ▪ The **Minimum Payment** will include any amount past due or over **Your Credit Limit** plus the greater of (1) $20.00, (2) 2% of the **New Balance**, or (3) 1% of the **New Balance** plus current **Interest Charges** and **Other Charges**. If the **New Balance** is less than $20.00, the **Minimum Payment** will be the **New Balance**. If **You** pay more than the **Minimum Payment**, **You** still must make the **Minimum Payment** on subsequent **Statements** until **You** have fully paid what **You** owe. **You** must pay in U.S. dollars, without restrictive terms, and in accordance with the **Standard Payment Instructions**. ▪ If **You** do not pay at least the **Minimum Payment** by the **Due Date**, **SunTrust** will charge a **Late Payment** fee, unless **Your Account** is exempt from **Late Payment** fees. If **You** make a **Late Payment**, **You** will be in **Default** and **You** may be subject to rate increases. If **You** are in **Default** for any reason, **SunTrust** can require that the entire outstanding full **Balance** on **Your Account** be immediately paid.
How will SunTrust apply Your payments?	▪ **You** agree that the **Minimum Payments** on **Your Account** will be applied in the order **SunTrust** selects. ▪ **SunTrust** may allocate **Your Minimum Payments** to **Balances** starting with the lowest **APR (Annual Percentage Rate)**. Payments in excess of the **Minimum Payment** will generally be applied first to **Balances** with the highest **APR** and any remaining portion to the other **Balances** in descending order based on their **APRs**, unless **SunTrust** is required by applicable law to use a different payment application method in connection with a deferred interest or similar program. ▪ Payments are normally applied to restore **Your** available **Credit** (the amount of **Your** unused **Credit Limit**). There may be a delay in restoring **Your** available **Credit** until **SunTrust** determines whether a payment is likely to be returned for insufficient funds or for some other reason.
What other important terms exist in the CA?	**Your liability for unauthorized use of the Card –** what to do/what happens if **Your Card** is stolen. **Credit Limits, Authorization, and Convenience Checks –** spending limits/transaction authorization. **Individual Liability –** each **Cardholde**r is individually and jointly liable for all **Authorized Charges**. **Termination – You** or **SunTrust** can terminate or suspend **Your Credit** at any time with/without cause. **Sharing of Information –** how **SunTrust** safeguards your information/how-when **SunTrust** may disclose **Your** information to others; refers to **SunTrust's** Privacy Statement. **Arbitration –** the way in which **You** and **SunTrust** agree to resolve claims; **You** have the right to opt out of arbitration as the agreed upon claims resolution method. **Billing Dispute Rights –** details **Your** rights if **You** dispute charges/are not satisfied with good/services **You** procure from merchants using **Your Card/Account**. **Defined Terms –** defines all essential terms used in the CA.

Interest Charges and Transaction Fees in General:	**SunTrust** calculates **Interest Charges** using the **Average Daily Balance** (including new transactions) method. **SunTrust** also uses compounded interest in calculating **Interest Charges**. Compounded interest means that interest is added to the principal that **You** owe and interest then applied each successive **Billing Period** on the outstanding **Balance** and new charges. [See the **Card Mailer** for disclosure of **APRs**, corresponding **DPRs (Daily Periodic Rate)**, **Minimum Interest Charge**, transaction fees, and **Other Charges**.]
Interest Rates and Interest Charges based upon Credit Inquiries:	**Your** eligibility for **Credit**, initial and on-going **Interest Rates**, and other CA terms may vary based upon **Your** credit worthiness. **You** authorize **SunTrust** to make or have made any credit, employment, and investigative inquiries about **You** that **SunTrust** deems appropriate about: (1) whether **SunTrust** will provide **You** with a **Card Account** and if so at what rates/terms, (2) modifications to **Your Card Account** rates/terms while **You** maintain the **Account**, or (3) collection of **Credit** under **Your Account** and other permissible purposes as the law allows.
Cost on Purchases: SunTrust will charge the Interest Charge (unless inapplicable because of the Grace Period) on Your Purchases from the transaction date.	▪ Any **Purchase Balance** not paid by the **Due Date** on the **Statement** will incur an **Interest Charge** on the following month's **Statement**. ▪ The cost for **Purchases** (**DPR Interest Charge**, when it applies) is the **Average Daily Balance** on **Purchases** multiplied by (1) the number of days in the **Billing Period** and (2) the applicable **DPR**. ▪ **You** will have a **Grace Period** on any new **Purchases** that are reflected for the first time on **Your** current **Statement** if **You** pay **Your New Balance** on time each **Billing Period**. Those new **Purchases** will not be subject to an **Interest Charge** during the **Billing Period** reflected in the current **Statement** if **You** satisfy the conditions for applicability of the **Grace Period**.
Costs on Cash Advances: SunTrust will charge the Interest Charge on Your Cash Advances from the date they are posted to Your Account.	The costs for **Cash Advances** consist of (1) interest computed at the applicable **DPR** on the **Average Daily Balance** (for **Cash Advances**) and (2) **Cash Advance** transaction fees. The **DPR Interest Charge** is the **Average Daily Balance** on **Cash Advances** multiplied by (1) the number of days in the **Billing Period** and (2) the applicable **DPR**. **Cash Advances** do not have a **Grace Period**.
Cost on Overdraft Advances: SunTrust will charge the Interest Charge on Your Overdraft Advances from the date they are posted to Your Account.	The cost on **Overdraft Advances** (**DPR Interest Charge**) is the **Average Daily Balance** on **Overdraft Advances** multiplied by (1) the number of days in the **Billing Period** and (2) the applicable **DPR**. In accordance with its Rules and Regulations for Deposit Accounts, **SunTrust** will assess **You** its usual deposit account fee for such service, separately, and as part of **Your** deposit **Account** fees. **Overdraft Advances** do not have a **Grace Period**.
Costs on Balance Transfers: When SunTrust provides You a Balance Transfer check or Balance Transfer request form or when You request a Balance Transfer, SunTrust will charge the Interest Charge on Your Balance Transfer from the date it is posted to Your Account.	▪ The costs for **Balance Transfers** consist of (1) interest computed at the applicable **DPR** on the **Average Daily Balance** (for **Balance Transfers**) and (2) **Balance Transfer** transaction fees. ▪ The **DPR Interest Charge** is the **Average Daily Balance** on **Balance Transfers** multiplied by (1) the number of days in the **Billing Period** and (2) the applicable **DPR**. ▪ **SunTrust** may from time to time offer **You Balance Transfer Promotional Offers** with different **Balance Transfer Interest Charges** and transaction fees than the **Card Mailer** terms. Those different **Interest Charges** and fees will be disclosed in the **Balance Transfer Promotional Offer.** Unless **SunTrust** informs **You** otherwise, **Balance Transfers** do not have a **Grace Period**.
Foreign Currency Exchange Fee on Non-US Transactions:	▪ All **Purchase** and **Cash Advance** transactions processed in a foreign currency will be converted to U.S. dollars under the regulations (which affect rate and actual date of the exchange) of the **Card Association** before being charged to **Your Account**. ▪ **SunTrust** will assess a foreign currency transaction fee for all **Purchase** transactions processed in a foreign currency. ▪ Conversion may occur on a date other than the date of the transaction or the date the transaction is posted to **Your Statement**, which may affect the conversion rate used. If a **Credit** transaction is processed and has a processing date different than the original transaction, then the exchange rate of the **Credit** can be greater/less than that of the original transaction.
Other Charges:	**Late Payment Fee.** Unless **Your Account** is exempt from **Late Payment** fees, if **SunTrust** has not received at least the **Minimum Payment** by its **Due Date** as shown on a **Statement**, **SunTrust** will add a **Late Payment** fee to **Your Purchase Balance** based on the **New Balance** outstanding as of the **Closing Date** for the **Statement**. **Annual Fee.** If **Your Account** has an annual fee, it will be shown on the **Card Mailer**. **Returned Payment Fee.** Unless **Your Account** is exempt from **Returned Payment** fees, **SunTrust** will add a **Returned Payment** fee to **Your Purchase Balance** if (1) a payment that **You** make or authorize is returned to **SunTrust** unpaid; or (2) any **Balance Transfer**, **Cash Advance**, or **Promotional Balance** check is dishonored for any reason. This fee may be imposed even if **Your** payment is later re-presented to and paid by **Your** financial institution. **Stop Payment Fee.** **SunTrust** will add a $39.00 stop payment fee to **Your Purchase Balance** if **You** ask **SunTrust** to stop payment on any **Convenience Check** drawn on **Your Account** or on any **Balance Transfer** request.

	Documentation Fee. **SunTrust** will provide copies of **Statements**, sales drafts, etc., to **You** upon request. If **You** request copies of more than two items during a **Billing Period**, **SunTrust** will add a fee to **Your Purchase Balance** up to $5.00 for each additional copy unless prohibited by applicable law. **SunTrust** will not impose any fee if **Your** request is made in connection with written notice of a billing error. **Phone Pay Fee**. If **SunTrust** agrees to permit **You** to pay **Your** bill via phone pay and applicable law allows, **You** agree that **SunTrust** will add the phone pay fee disclosed at the time of **Your** request to **Your Purchase Balance**.
Minimum Interest Charges:	If **You** incur **Interest Charges** in any **Billing Period**, a minimum **Interest Charge** will post to **Your Account** (such minimum **Interest Charge** shown as the "**Minimum Interest Charge**" on **Your Statement**).

Changes	**SunTrust can change some of Your rates and other terms in accordance with applicable law. This table shows some possible changes.**	
Type of change	**What may trigger change**	**Advance notice of change**
Interest Rate increase on new charges	In the first year, a **Promotional Rate** ends or the **Index Rate** changes; after that, any reason	**Promotional Rate** ends or **Index Rate** changes, no notice; otherwise, 45 days
Interest Rate increase on existing **Balances**	Promotional period ends, **Index Rate** changes, or **Your Account** is in a workout arrangement	No notice requirement or per terms of the workout arrangement
Increase or decrease to **Credit Limit**	Any reason	None
Some fees and other terms	Can change for any reason	Up to 45 days for certain fees and **Minimum Payment** changes

Your Card Account Agreement with **SunTrust** starts and **You** agree to these terms when **You** accept and/or sign the **Card** or **You** or an **Authorized User** use(s) the **Card** or **Account**, thus obtaining credit from **SunTrust**.

Costs

You may use **Your** Card and **Account** to make **Purchases**, **Cash Advances**, **Overdraft Advances** and **Balance Transfers**. Each type of charge will have its own **Balance**. Each type of **Balance** may have a separate **DPR** and corresponding **Interest Charges**.

You agree to pay **SunTrust** for all credit extended on **Your Account**, plus any **Interest Charges**, **Other Charges** and other fees and amounts properly charged to **Your Account**. **You** agree to use **Your Account** only for legal transactions. It is not **SunTrust's** responsibility to make sure **You** only use **Your Account** for legal transactions, and **You** will remain responsible to pay for any transactions whether legal or not. **SunTrust** may decline authorization for any Internet gambling transaction. **SunTrust** will not be liable if **You** engage in an illegal transaction.

Interest Charges and Transaction Fees	The conditions under which **Interest Charges** and transaction fees apply depend upon whether the transaction is a **Purchase**, **Cash Advance**, **Overdraft Advance**, **Balance Transfer**, or **Promotional Offer**.

SunTrust calculates **Interest Charges** using the **Average Daily Balance** (including new transactions) method. **SunTrust** also uses compounded interest in calculating **Interest Charges**. Compounded interest means that interest is added to the principal that **You** owe and interest then applied each successive **Billing Period** on the outstanding **Balance** and new charges.

Interest Charges that apply on **Your Account** are set forth in the **Card Mailer**.

Interest Charge for Purchases	**Cost: Interest Charge (Average Daily Balance** for **Purchases x** no. days in **Billing Period x DPR)**

Any **Purchase Balance** not paid by the **Due Date** on the **Statement** will incur an **Interest Charge** on the following month's **Statement**. The cost for **Purchases** (**DPR Interest Charge**, when it applies) is the **Average Daily Balance** on **Purchases** multiplied by (1) the number of days in the **Billing Period** and (2) the applicable **DPR**.

You will have a **Grace Period** on any new **Purchases** that are reflected for the first time on **Your** current **Statement** if **You** pay **Your New Balance** on time each **Billing Period**. Those new **Purchases** will not be subject to an **Interest Charge** during the **Billing Period** reflected in the current **Statement** if **You** satisfy the conditions for applicability of the **Grace Period**.

SunTrust will charge the **Interest Charge** (unless inapplicable because of the **Grace Period**) on **Your Purchases** from the transaction date.

The **DPR** for **Purchases** (that are subject to **Interest Charges**) may or may not vary each month based on changes in the **Index Rate**. The **Card Mailer** discloses whether the **Account** is subject to a **Variable** or a **Non-variable APR**.

Interest Charge and Transaction Fees for Cash Advances	**Costs: Interest Charge (Average Daily Balance** for **Cash Advances x** no. days in **Billing Period x DPR) + Cash Advance** transaction fees.

The costs for **Cash Advances** consist of (1) interest computed at the applicable **DPR** on the **Average Daily Balance** (for **Cash Advances**) and (2) **Cash Advance** transaction fees.

The **DPR Interest Charge** is the **Average Daily Balance** on **Cash Advances** multiplied by (1) the number of days in the **Billing Period** and (2) the applicable **DPR**. The **Cash Advance** transaction fee is disclosed in the **Card Mailer**.

The **DPR** for **Cash Advances** may or may not vary each month based on changes in the **Index Rate**. The **Card Mailer** discloses whether the **Account** is subject to a **Variable** or a **Non-variable APR**.

SunTrust will charge the **Interest Charge** on **Your Cash Advances** from the date they are posted to **Your Account**. **Cash Advance**s do not have a **Grace Period**.

Interest Charge for Overdraft Advances	**Cost: Interest Charge (Average Daily Balance** for **Overdraft Advances x** no. days in **Billing Period x DPR)**

The cost on **Overdraft Advances** (**DPR Interest Charge**) is the **Average Daily Balance** on **Overdraft Advances** multiplied by (1) the number of days in the **Billing Period** and (2) the applicable **DPR**. In accordance with its Rules and Regulations for Deposit Accounts, **SunTrust** will assess **You** its usual deposit account fee for such service, separately, and as part of **Your** deposit account fees.

The **DPR** for **Overdraft Advances** may or may not vary each month based on changes in the **Index Rate**. The **Card Mailer** discloses whether the **Account** is subject to a **Variable** or a **Non-variable APR**.

SunTrust will charge the **Interest Charge** on **Your Overdraft Advances** from the date they are posted to **Your Account**. **Overdraft Advances** do not have a **Grace Period**.

Interest Charge and Transaction Fees for Balance Transfers	**Costs: Interest Charge (Average Daily Balance** for **Balance Transfers x** no.

	days in **Billing Period x DPR) + Balance Transfer** transaction fees.

The costs for **Balance Transfers** consist of (1) interest computed at the applicable **DPR** on the **Average Daily Balance** (for **Balance Transfers**) and (2) **Balance Transfer** transaction fees.

The **DPR Interest Charge** is the **Average Daily Balance** on **Balance Transfers** multiplied by (1) the number of days in the **Billing Period** and (2) the applicable **DPR**. The **Balance Transfer** transaction fee for a 'regular' **Balance Transfer** or '**Promotional Balance**' **Balance Transfer** is disclosed in the **Card Mailer**; provided, that **SunTrust** may from time to time offer **You Balance Transfer Promotional Offers** with different **Balance Transfer Interest Charges** and transaction fees than the **Card Mailer** terms. Those different **Interest Charges** and fees will be disclosed in the **Balance Transfer Promotional Offer. SunTrust** will add the **Balance Transfer** fee to the **'Balance Transfer' Balance** of **Your Account,** unless **SunTrust** informs **You** when **You** make a **Balance Transfer** that the **Balance Transfer** amount and **Balance Transfer** fee will be added to another category of **Balance** (e.g., **Purchases** or **Cash Advances**).

Unless **SunTrust** informs **You** otherwise, **Balance Transfers** do not have a **Grace Period**. When **SunTrust** provides **You** a **Balance Transfer** check or **Balance Transfer** request form or when **You** request a **Balance Transfer**, **SunTrust** will charge the **Interest Charge** on **Your Balance Transfer** from the date it is posted to **Your Account**.

The **DPR** for **Balance Transfers** (that are subject to **Interest Charges**) may or may not vary each month based on changes in the **Index Rate**. The **Card Mailer** discloses whether the **Account** is subject to a **Variable** or a **Non-variable APR**.

Interest Charge for Promotional Balances	**Cost: Interest Charge (Average Daily Balance** for **Promotional Balances x** no. days in **Billing Period x Promotional Rate DPR)**

SunTrust may from time to time offer **You** a **Promotional Rate** on certain **Purchases** or **Balance Transfers** through **Promotional Offers**. If **You** accept a **Promotional Offer**, the resulting **Promotional Balance** will be subject to the terms of that specific **Promotional Offer** and this **Agreement**. In each **Promotional Balance** program, any new or different terms of the program not disclosed in this **Agreement** (such as the **APR**, effective dates and other special terms) will be detailed in the **Promotional Offer**.

The **DPR Interest Charge** is the **Average Daily Balance** on **Promotional Balances** multiplied by (1) the number of days in the **Billing Period** and (2) the applicable **DPR**.

The **Promotional Rate** will apply to those **Promotional Balances** until the **Promotional Offer Termination Date**. A **Promotional Balance** will not, after the **Termination Date**, be eligible for another **Promotional Rate**.

After the **Termination Date**, **Your Promotional Rate** will change to **Your** regular **Purchases DPR,** unless disclosed otherwise in the **Promotional Offer**. If the reason for the **Termination Date** is a **Delinquency Triggering Event**, **SunTrust** will change the **DPR** that applies to **Your** new and outstanding **Promotional Balances** to the **Purchase DPR** and corresponding **APR**, after **SunTrust** provides **You** any notice required by applicable law.

Minimum Interest Charge

If **You** incur **Interest Charges** in any **Billing Period**, a minimum **Interest Charge** will post to **Your Account** (such minimum **Interest Charge** shown as the "**Minimum Interest Charge**" on **Your Statement**). If **You** incur **Interest Charges** in any **Billing Period**, the **Minimum Interest Charge** will be no less than the amount disclosed in the **Card Mailer. SunTrust** may allocate the **Minimum Interest Charge** among **Your** various **Balances** in the manner that **SunTrust** elects as permitted by applicable law.

Foreign Currency Exchange Fee for Non-US Transactions

All **Purchase** and **Cash Advance** transactions processed in a foreign currency will be converted to U.S. dollars under the regulations of the **Card Association** before being charged to **Your Account**. (The exchange rate that the **Card Association** uses to convert currency is a rate the **Card Association** selects either from the range of rates available in the wholesale currency markets for the applicable processing date (which rate may vary from the rate the **Card Association** itself receives) or the government-mandated rate in effect on the applicable processing date.)

Conversion may occur on a date other than the date of the transaction or the date the transaction is posted to **Your Statement**, which may affect the conversion rate used. If a **Credit** transaction is processed and has a processing date different than the original transaction, then the exchange rate of the **Credit** can be greater/less than that of the original transaction.

SunTrust will assess a foreign currency transaction fee for all **Purchase** transactions processed in a foreign currency. The foreign currency transaction fee is disclosed in the **Card Mailer** and will be calculated after each **Purchase** transaction has been converted from a foreign currency.

Other Charges

Late Payment Fee. Unless **Your Account** is exempt from **Late Payment** fees, if **SunTrust** has not received at least the **Minimum Payment** by its **Due Date** as shown on a **Statement**, **SunTrust** will add a **Late Payment** fee to **Your Purchase Balance** based on the **New Balance** outstanding as of the **Closing Date** for the **Statement**. The **Late Payment** fee is stated on the **Card Mailer**.

Annual Fee. If **Your Account** has an annual fee, it will be shown on the **Card Mailer**. If an annual fee is applicable to **Your Account**, **SunTrust** will

provide **You** with notice of that annual fee in the manner required by law and explain how **You** may terminate **Credit** availability under the **Account** to avoid paying any such annual fee. If **You** do not terminate the **Account**, the terms disclosed will continue to apply.

Returned Payment Fee. Unless **Your Account** is exempt from **Returned Payment** fees, **SunTrust** will add a **Returned Payment** fee to **Your Purchase Balance** if (1) a payment that **You** make or authorize is returned to **SunTrust** unpaid (for example, if a check or an electronic funds transfer to **SunTrust** is returned for insufficient funds or is returned because it is not signed or cannot be processed for any reason); or (2) any **Balance Transfer**, **Cash Advance**, or **Promotional Balance** check is dishonored for any reason. This fee may be imposed even if **Your** payment is later re-presented to and paid by **Your** financial institution. The **Returned Payment** fee is stated on the **Card Mailer**.

Stop Payment Fee. **SunTrust** will add a $39.00 stop payment fee to **Your Purchase Balance** if **You** ask **SunTrust** to stop payment on any **Convenience Check** drawn on **Your Account** or on any **Balance Transfer** request.

Documentation Fee. **SunTrust** will provide copies of **Items** to **You** upon request. If **You** request copies of more than two **Items** during a **Billing Period**, **SunTrust** will add a fee to **Your Purchase Balance** up to $5.00 for each additional copy unless prohibited by applicable law. **SunTrust** will not impose any fee if **Your** request is made in connection with written notice of a billing error.

Phone Pay Fee. From time to time, **You** may request that **SunTrust** assist **You** in making an expedited **Account** payment from a designated deposit account, so that the payment can be credited to **Your Account** as of the day of **Your** call (or on the following business day, for calls made after the applicable cut-off time for payments). If **SunTrust** agrees to do so and applicable law allows, **You** agree that **SunTrust** will add the phone pay fee disclosed at the time of **Your** request to **Your Purchase Balance**.

Payments

What You Pay, When, How, and what happens if You pay late

SunTrust will send **Your Statement** to the address that the **Bank** has on file for **You**. **You** agree to pay all **Authorized Charges** on the **Statement.** **You** have the option of paying in full the **New Balance** shown on each **Statement** or paying in installments that at least equal the amount of the **Minimum Payment** shown on **Your Statement**.

In either case, the payment **Due Date** will be at least 25 days after the **Closing Date**. The **Minimum Payment** will include any amount past due or over the **Credit Limit** plus the greater of (1) $20.00, (2) 2% of the **New Balance**, or (3) 1% of the **New Balance** plus current **Interest Charges** and **Other Charges**. The **Minimum Payment** amount will either be rounded up or down to the nearest dollar. If the **New Balance** is less than $20.00, the **Minimum Payment** will be the **New Balance**. If **You** pay more than the **Minimum Payment**, **You** still must make the **Minimum Payment** on subsequent **Statements** until **You** have fully paid what **You** owe.

You must pay in U.S. dollars, without restrictive terms, and in accordance with the **Standard Payment Instructions**. **You** must contact **SunTrust a**t least 3 business days before an automated payment is scheduled, if **You** want to stop payment on the amount **You** think is wrong.

If **You** do not pay at least the **Minimum Payment** by the **Due Date**, **SunTrust** will charge a **Late Payment** fee, unless **Your Account** is exempt from **Late Payment** fees. If **You** make a **Late Payment**, **You** will be in **Default** and **You** may be subject to rate increases. If **You** are in **Default** for any reason, **SunTrust** can require that the entire full **Balance** on **Your Account** be immediately paid. If **You** do not immediately pay **SunTrust** the entire full **Balance** due when required, except as specifically addressed in the Arbitration Provision of this **Agreement**, **You** will be liable to **SunTrust** for collection costs that **SunTrust** incurs, including reasonable attorneys' fees and expenses of legal actions to the extent permitted by applicable law. Where required by state law **SunTrust** will provide **You** with notice and a right to remedy **Your Default** in accordance with that law. **SunTrust's** acceptance of a payment after the payment **Due Date** or after **You** have exceeded **Your Credit Limit** does not waive **SunTrust's** right to require immediate payment of **Your** entire full **Balance**.

How SunTrust will apply payments

You agree that the **Minimum Payments** on **Your Account** will be applied in the order **SunTrust** selects in accordance with applicable law. **SunTrust** may allocate **Your Minimum Payments** to **Balances** starting with the lowest **APR**. Payments in excess of the **Minimum Payment** will generally be applied first to **Balances** with the highest **APR** and any remaining portion to the other **Balances** in descending order based on their **APRs**, unless **SunTrust** is required by applicable law to use a different payment application method in connection with a deferred interest or similar program. Payments are normally applied to restore **Your** available **Credit** (the amount of **Your** unused **Credit Limit**). There may be a delay in restoring **Your** available **Credit** until **SunTrust** determines whether a payment is likely to be returned for insufficient funds or for some other reason.

Amendment (Changes) and Assignment

IMPORTANT NOTICE: In accordance with applicable law, **SunTrust** may unilaterally change the **APRs**, **Other Charges**, and other terms of this **Agreement** at any time. This includes modifications, deletions and the addition of new provisions, including non-financial provisions (for example, **SunTrust** may add provisions relating to **SunTrust's** enforcement rights or the resolution of claims and disputes). **SunTrust** will send **You** notice in accordance with the communication method (in writing or via posting of updated **Agreement** terms at **https://www.suntrust.com/PersonalBanking/EverydayBanking/CreditCards**) and in the time and manner required by law for the changes that **SunTrust** intends to make to **Your Account** and this **Agreement**. Changes will be automatically effective on the date **SunTrust** specifies, except as otherwise provided in any change in terms notice **SunTrust** provides. Use of **Your Account** is not necessary for a change in terms to be effective. **You** will have the right to reject certain changes and pay off **Your Account** in the same manner and under the same terms and conditions as then in effect,

as described in any change in terms notice **SunTrust** provides and as required by applicable law. **SunTrust** may terminate or suspend **Your** ability to use the **Account** if **You** reject certain changes, to the extent permitted by applicable law and as described in any change in terms notice that **SunTrust** provides. **SunTrust** has the right to **Assign SunTrust's** rights under this **Agreement** and any amount **You** owe to **SunTrust**. **You** do not have the right to assign or transfer **Your** rights under this **Agreement**.

Additional Information

Your liability for unauthorized use of the Card

To report a lost/stolen Card call: 1-800-477-9702. State that You are reporting a lost/stolen Card. You must notify the **Bank** promptly in the event of loss, theft, or unauthorized use of **Your Card**. This notification responsibility means that **You** should regularly check **Your Statements** to review charges that post to **Your Account** to confirm that unauthorized charges have not posted to **Your Account**.

You may be liable for the unauthorized use of **Your Card**. If unauthorized use of **Your Account** occurs, **You** agree to cooperate with **SunTrust** and law enforcement authorities in identifying the unauthorized user. However, **You** will not be liable for unauthorized use that occurs after **You** notify **SunTrust** orally or in writing of the loss, theft, or possible unauthorized use. In any case, **Your** liability will not exceed $50 for each occurrence of loss or theft or any lesser amount required by applicable law or the requirements of the **Card Association**. **You** may write to **SunTrust** at: **Cardholder Services, P.O. Box 621569, Orlando, FL 32862-1569**.

Ownership of the Card

Your Card and any **Convenience Checks** or other **Credit** instrument or device that **SunTrust** provides to **You** are **SunTrust's** property and must be returned to **SunTrust** or **SunTrust's** agent immediately upon demand. At **SunTrust's** request **You** will destroy **Your Card**, other **Credit** instruments or devices and/or special checks, by cutting them in half and surrendering those items to **SunTrust** or **SunTrust's** agent by mailing them to **SunTrust** or dropping them off at **SunTrust's** office.

Credit Limits, Authorization, and Convenience Checks

Unless **Your Account** type or **SunTrust** permits **You** to exceed **Your Credit Limit, You** agree to not exceed the **Credit Limit** that **SunTrust** establishes for **You,** but if **You** do, **You** agree to pay the over **Credit Limit** amount as part of **Your** next **Minimum Payment. SunTrust** may raise or lower **Your Credit Limit** at **SunTrust's** discretion, as permitted by applicable law. **SunTrust** is not liable to **You** for decreases that affect **Your Credit Limit** or spending limits. Each of **You** may request an increase to the **Credit Limit** of a joint **Account**. If **You** were required to have a joint **Account** because one of **You** was less than 21 years of age when **Your Account** was opened and that individual remains less than 21 years of age when **SunTrust** considers raising the **Credit Limit** of **Your** joint **Account**, **SunTrust** will not increase the **Credit Limit** until all of **You** approve and assume in writing joint liability for an increase to the **Credit Limit** of the joint **Account**. **SunTrust** may establish separate limits that restrict the amount of the **Credit Limit** available for **Cash Advances** or **Balance Transfers**. **SunTrust** may decline authorization for any transaction at any time. **SunTrust** is not liable for declining authorization for any transaction, regardless of **SunTrust's** reason. All transactions on **Your Account** are subject to approval based upon **Your Account** status, available **Credit**, credit history and other factors. **You** may not stop the payment of any **Card** transaction.

SunTrust may reject and return unpaid any **Convenience Check** that **You** write for any reason. **You** must pay **SunTrust** for any **Convenience Check** that **SunTrust** pays, even if **SunTrust** were permitted to reject and return the **Convenience Check**, unless the **Convenience Check** constitutes unauthorized use. **SunTrust** may refuse to issue **Convenience Checks** or, upon notice to **You**, refuse to permit the use of **Convenience Checks** already issued. **You** may call **SunTrust** at 1-**800-477-9702** to place a stop payment on an unpaid **Convenience Check**. **SunTrust** will charge the stop payment fee. **You** must provide **SunTrust** the date, amount, name of payee, and the number of the **Convenience Check**. If any information **You** provide is incorrect or if **You** do not afford **SunTrust** a reasonable opportunity to act on **Your** request, **SunTrust** may not be able to stop payment. Once a **Convenience Check** has been paid, **SunTrust** will not be able to reverse the payment. **Your** stop payment request will remain valid for 6 months. **You** must renew **Your** request before it expires if **You** want **SunTrust** to continue honoring the stop payment request after the initial 6 month period. **You** agree to hold harmless and indemnify **SunTrust** from any losses, expenses and costs, including attorneys' fees incurred by **SunTrust**, for preventing or failing to prevent payment.

Individual Liability

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

Termination

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

Applicable Law

Except as expressly set forth in the Arbitration Provision of this **Agreement**, the interpretation and enforcement of this **Agreement** (including the exportation of **Interest Rates**) will be governed by federal law and to the extent state law applies, Georgia law, regardless of conflict of law principles. If there is any conflict between any of the terms and conditions of this **Agreement** and applicable federal or state law, this **Agreement** will be considered changed to the extent necessary to comply with the law. **You** agree that all terms of this **Agreement** are material to the determination of interest.

Jury Trial and Class Action Waiver

TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY MATTERS NOT SUBMITTED TO ARBITRATION, **YOU** AND **SUNTRUST** HEREBY (A) KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON OR ARISING OUT OF THIS **AGREEMENT**, RELATING TO THE **CREDIT**, OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN **YOU** AND **SUNTRUST**, AND (B) AGREE THAT ANY LITIGATION WILL PROCEED ON AN INDIVIDUAL BASIS AND WILL NOT PROCEED AS PART OF A CLASS ACTION.

Other Products and Services

SunTrust will, at **Your** request, arrange for an overnight courier to deliver additional or replacement **Cards** on an expedited basis. The charge assessed by the overnight courier will be added to **Your Account Balance**. From time to time, new products, optional services or enhancements (for example, insurance or **Card** registration) may be offered on **Your Account**. **SunTrust** is not liable for these features, services and enhancements, when they are the responsibility of a third party provider. **You** agree to hold **SunTrust** harmless from any claims, actions or damages resulting from **Your** use of any of these features, services or enhancements, when permitted by applicable law. **SunTrust** reserves the right to adjust, add, or delete benefits and services at any time.

Credit Inquiries

You authorize **SunTrust** to make or have made any credit, employment, and investigative inquiries that **SunTrust** deems appropriate related to the extension or collection of **Credit** under the **Account**. If **You** dispute credit information **SunTrust** is reporting about **You**, **You** may notify **SunTrust** at **Cardholder Services, Attention: Dispute Department, P.O. Box 620548, Orlando, FL 32862-0548**.

Consumer Reporting Agencies (Credit Bureaus)

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

Sharing of Information

SunTrust may, to the extent and in the manner permitted by applicable law, communicate information about **SunTrust's** experiences and transactions with **You** to consumer reporting agencies, **SunTrust's** affiliates, and others who may properly receive that information. **You** may refer to **SunTrust's** Privacy Statement for more details about how **SunTrust** collects, uses, retains, discloses, and safeguards information about **You** and **Your Account**. **SunTrust's** Privacy Statement is provided when consumer **Cardholders** establish a customer relationship with **SunTrust**, once each year while **Cardholders** maintain a customer relationship with **SunTrust**, and at other times required by law. **You** may request an additional copy of **SunTrust's** Privacy Statement by calling **SunTrust** at **1-800-477-9702** or sending a written request to **SunTrust** at **Cardholder Services, Attention: Customer Service, P.O. Box 621629, Orlando, FL 32862-1629.**

Waiver

SunTrust's failure to exercise, or **SunTrust's** delay in exercising, any of **SunTrust's** rights under the **Agreement** for any reason will not mean that **SunTrust** will be unable to exercise those rights later.

Severability

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

Entire Agreement

This **Agreement**, as modified from time to time in accordance with applicable law by any change in terms that **SunTrust** will deliver to **You** (in writing or via update to **Agreement** terms that are published at **https://www.suntrust.com/PersonalBanking/EverydayBanking/CreditCards**), constitutes the entire **Agreement** between **You** and **SunTrust**, and supersedes any prior negotiation or understanding between **You** and **SunTrust** concerning the subject matter of this **Agreement**. Section headings are for convenience only and are to be disregarded when interpreting this **Agreement**.

Illegal Transaction

Any financial service that **SunTrust** provides pursuant to this **Agreement** may be used for any transaction permitted by law in accordance with this **Agreement**. **You** agree that illegal use of any financial service will be deemed an action of **Default** and/or breach of contract and that **SunTrust** may terminate any such financial service and/or other related services at **SunTrust's** discretion. **You** will remain responsible for paying for a transaction, even if it is not permissible. If any illegal use occurs, **You** also agree to waive any right to sue **SunTrust** for such illegal use or any activity directly or indirectly related to it and indemnify and hold **SunTrust** harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use.

Emergency Card Replacement and Cash Disbursement

You and any **Authorized User** agree and authorize **SunTrust** to provide **Your** personal data to the **Card Association**, its members, or their respective contractors for the purpose of providing Emergency Card Replacement and Emergency Cash Disbursement benefits to **You** on **Your Account**.

Arbitration

READ THIS PROVISION CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW DISPUTES AND CLAIMS THAT YOU AND/OR SUNTRUST HAVE(HAS) AGAINST EACH OTHER ARE RESOLVED.

YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION PROVISION AS SET FORTH BELOW. If You do not reject this Arbitration Provision, for a Claim subject to arbitration, neither You nor SunTrust will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action in court or in arbitration; or (4) join or consolidate Your Claim(s) with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration.

Arbitration Provision Governing Law

Notwithstanding any choice of law or other provision in this **Agreement**, **You** and **SunTrust** agree and acknowledge that this Arbitration Provision evidences a transaction involving interstate commerce and that the Federal Arbitration Act (Title 9 of the United States Code) ("FAA") will govern its interpretation and enforcement and proceedings pursuant thereto. Any state Arbitration Act or Code, including any amendments thereto, of the state law governing this document does not apply to this **Agreement** or security interest, as applicable, or to any arbitration or award under this **Agreement** or security interest.

Arbitration Procedures

If **You** or **SunTrust** elect(s) to arbitrate a **Claim**, the electing party must notify the other party in writing. This notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit. Otherwise, a notice must be sent to the **Notice Address for Arbitration**. If such a notice is given, the **Claim(s)** described in the notice will be resolved by individual arbitration under this Arbitration Provision and, to the extent consistent with this Arbitration Provision, the applicable rules of the **Administrator** then in effect. If a party files a lawsuit in court asserting **Claim(s)** that are subject to arbitration and the other party files a motion to compel arbitration with the court, which motion is granted, it will be the responsibility of the party prosecuting the **Claim(s)** to select an **Administrator** in accordance with this Arbitration Provision and the **Administrator's** rules and procedures.

A single arbitrator will be appointed by the **Administrator** and, unless **You** and **SunTrust** agree otherwise, must be a practicing attorney with 10 or more years of experience or a retired judge. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, nor by state or local laws that relate to arbitration provisions or proceedings. The arbitrator will honor and enforce statutes of limitation and claims of privilege recognized under applicable law. In determining liability and/or awarding damages or other relief, the arbitrator will follow the applicable substantive law (consistent with this **Agreement** and the FAA) that would apply if the matter had been brought in court. The arbitrator may award any damages or other relief or remedies permitted by applicable law. The arbitrator will write a brief explanation of the grounds for the decision. A judgment on the award may be entered by any court having jurisdiction.

Arbitration Location and Costs

Any arbitration hearing that **You** attend will take place in a location that is reasonably convenient for **You**. For **Claims** that total less than $75,000.00, at **Your** written request, **SunTrust** will pay all filing, hearing and/or other fees that the **Administrator** and arbitrator charge **You** for **Claim(s)** that **You** assert in arbitration after **You** have paid an amount equivalent to the fee, if any, for filing such **Claim(s)** in state or federal court (whichever is less) in the judicial district in which **You** reside. (If **You** have already paid a filing fee for asserting the **Claim(s)** in court, **You** will not be required to pay that amount again). In addition, the **Administrator** may have a procedure whereby **You** can seek a waiver of fees that the **Administrator** and arbitrator charge **You**. **SunTrust** will always pay any fees or expenses (1) that **SunTrust** is required to pay by law or the **Administrator's** rules or (2) that **SunTrust** is required to pay for this Arbitration Provision to be enforced. The arbitrator will have the authority to award attorneys' and expert witness fees and costs to the extent permitted by this **Agreement**, the **Administrator's** rules, or applicable law. The arbitrator will always award **You Your** reasonable attorneys' and expert witness fees and costs (1) if and to the extent **You** prevail on **Claims You** assert against **SunTrust** in an arbitration commenced by **You** or (2) to the extent required under applicable law for this Arbitration Provision to be enforced.

Class Action Waiver

Notwithstanding any other provision of this Agreement, if either You or SunTrust elect(s) to arbitrate a Claim, neither You nor SunTrust will have the right (1) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (2) to join or consolidate Claims with claims of any other persons. No arbitrator will have authority to conduct any arbitration in violation of this provision; provided, however, that the Class Action Waiver does not apply to any lawsuit or administrative proceeding that a state or federal government agency files against SunTrust, even when such agency is seeking relief on behalf of a class of borrowers, including You. This provision means that SunTrust will not have the right to compel arbitration of any claim brought by such an agency. You and SunTrust acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between us and is non-severable from this Arbitration Provision. If the Class Action Waiver is limited, voided, or found unenforceable, then this Arbitration Provision (except for this sentence) will be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. You and SunTrust acknowledge and agree that under no circumstances will a class action be arbitrated.

Effect of Arbitration Award

The arbitrator's award will be final and binding on all parties, except for any right of appeal provided by the FAA. However, if the amount of the **Claim** exceeds $50,000 or includes a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to **You** or **SunTrust** exceeding $50,000, either **You** or **SunTrust** may, within 30 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel that the **Administrator** oversees. The panel will reconsider anew any aspect of the initial award that the appealing party requests. The decision of the panel will be by majority vote. Reference in this Arbitration Provision to "the arbitrator" will mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the above paragraph titled "Arbitration Location and Costs." Any final decision of the appeal panel is subject to judicial review only as provided under the FAA.

Notice, Cure, and Special Payment

Prior to initiating a **Claim**, **You** may give **SunTrust** a written **Claim** notification describing the basis of **Your Claim** and the amount **You** would accept in resolution of the **Claim**, and a reasonable opportunity, not less than 60 days, to resolve the **Claim**. Such a **Claim** notification must be sent to **SunTrust** by certified mail, return receipt requested, at **SunTrust** Bank Legal Department, Attention: General Counsel – Claim Notice, 303 Peachtree Street N.E., Suite 3600, Mail Code 0643, Atlanta, Georgia 30308. This is the sole and only method by which **You** can submit a **Claim** notification. If (1) **You** submit a **Claim** notification in accordance with this paragraph on **Your** own behalf (and not on behalf of any other party); (2) **You** cooperate with **SunTrust** by promptly providing the information **SunTrust** reasonably requests; (3) **SunTrust** refuses to provide **You** with the relief **You** request; and (4) the matter then proceeds to arbitration and the arbitrator subsequently determines that **You** were entitled to such relief (or greater relief), **You** will be entitled to a minimum award of at least $7,500 (not including any arbitration fees and attorneys' fees and costs to which **You** will also be entitled). **SunTrust** encourages **You** to address all **Claims You** have in a single **Claim** notification and/or a single arbitration. This $7,500 minimum award is a single award that applies to all **Claims You** assert or could have asserted in the arbitration. Multiple awards of $7,500 are not intended.

Continued Effect of Arbitration Provision, Severability, and Conflicts

Notwithstanding any other provision of this **Agreement**, to the extent permitted by applicable law, this Arbitration Provision will survive (1) any modification, extension or forbearance of or under this **Agreement**; (2) **Your** full repayment of the **Credit**; (3) any sale or transfer of the **Credit**; (4) any **SunTrust** legal proceeding to collect a debt that **You** owe; (5) any bankruptcy (except where prohibited by bankruptcy law); and (6) the termination, cancellation, suspension, or rejection of this **Agreement**. If any portion of this Arbitration Provision (other than the Class Action Waiver) cannot be enforced, the rest of this Provision will continue to apply. In the event of a conflict between this Arbitration Provision and any applicable rules of JAMS or AAA or other **Administrator** used, the provisions of this Arbitration Provision will control.

Right to Reject Arbitration Provision

You may reject this Arbitration Provision and therefore not be subject to being required to resolve any dispute, controversy, or claim by arbitration. To reject this Arbitration Provision, **You** must send **SunTrust** written notice of **Your** decision so that **SunTrust** receives it at the address listed below within forty-five (45) days after the opening date of **Your Account**. Such notice must include a statement that **You** wish to reject this Arbitration Provision, along with **Your** name, address, **Account** number, and **Your** signature and must be mailed to the **SunTrust** Legal Department, Attention: Arbitration Rejection, P.O. Box 4418, Mail Code 0643, Atlanta, GA 30302-4418. This procedure is the sole and only method by which **You** can reject this Arbitration Provision. Rejection of this Arbitration Provision will not affect any remaining terms of this **Agreement** and will not result in any adverse consequence to **You** or **Your Account**. **You** agree that **SunTrust's** business records will be final and conclusive with respect to whether **You** rejected this Arbitration Provision in a timely and proper fashion. **This Arbitration Provision will apply to You and SunTrust and to Your Account unless You reject it by providing proper and timely notice as stated herein.**

Your Billing Rights

Keep this notice for future use. It informs You about Your rights and SunTrust's 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 **SunTrust** at:
  - **SunTrust Bank**
    Cardholder Services, P.O. Box 620548, Orlando, FL 32862-0548
    Attn: Dispute Department
- In **Your** letter, give **SunTrust** the following information:
  - **Account** information: **Your** name and **Account** number
  - Dollar amount: The amount of the suspected error
  - Description of problem: If **You** think there is an error on **Your Statement**, describe what **You** believe is wrong and why **You** believe it is a mistake.
- **You** must contact **SunTrust**:
  - 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 **SunTrust** of any potential errors in writing. **You** may also call **SunTrust**, but **SunTrust** is not required to investigate any potential errors and **You** may have to pay the amount in question unless **You** provide written notice of the suspected error.

What will happen after SunTrust receives Your letter

- When **SunTrust** receives **Your** letter, **SunTrust** must do two things:

- Within 30 days of receiving **Your** letter, **SunTrust** must inform **You** that **SunTrust** received **Your** letter; **SunTrust** will also inform **You** if **SunTrust** has already corrected the error.
- Within 90 days after receiving **Your** letter, **SunTrust** must either correct the error or explain to **You** why **SunTrust** believes the bill is correct.

- While **SunTrust** investigates whether or not there has been an error:
  - **SunTrust** may not (1) attempt to collect the amount in question or (2) report **You** as delinquent on that amount;
  - The charge in question may remain on **Your Statement**, and **SunTrust** 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**; and
  - **SunTrust** may apply any unpaid amount against **Your Credit Limit**.
- After **SunTrust** finishes the investigation, one of two things will happen:
  - If **SunTrust** made a mistake, **You** will not have to pay the amount in question or any interest or other fees related to that amount; or
  - If **SunTrust** does not believe there was a mistake, **You** will have to pay the amount in question, along with applicable interest and fees; **SunTrust** will send **You** a statement of the amount **You** owe and the date payment is due; and **SunTrust** may then report **You** as delinquent if **You** do not pay the amount **SunTrust** states that **You** owe.
- If **You** receive **SunTrust's** explanation but still believe **Your** bill is wrong, **You** must write to **SunTrust** within 10 days telling **SunTrust** that **You** still refuse to pay. If **You** do so, **SunTrust** cannot report **You** as delinquent without also reporting that **You** are questioning **Your** bill. **SunTrust** must tell **You** the name of anyone to whom **SunTrust** reported **You** as delinquent, and **SunTrust** must let those organizations know when the matter has been settled between **SunTrust** and **You**.
- If **SunTrust** does 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 a Purchase

- If **You** are dissatisfied with the goods or services that **You Purchase** with **Your Card/Account**, 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:
  - 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 conditions applies if **Your Purchase** was based on an advertisement **SunTrust** mailed to **You**, or if **SunTrust** owns the company that sold **You** the goods or services.)
  - **You** must have used **Your Card** for the **Purchase**. **Purchases** made with cash advances from an ATM or with a check that accesses **Your Account** do not qualify.
  - **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 **SunTrust** in writing at:
  - **SunTrust Bank**
    Cardholder Services, P.O. Box 620548, Orlando, FL 32862-0548
    Attn: Dispute Department

While **SunTrust** investigates, the same rules apply to the disputed amount as discussed above. After **SunTrust** finishes the investigation, **SunTrust** will tell **You SunTrust's** decision. At that point, if **SunTrust** thinks **You** owe an amount and **You** do not pay, **SunTrust** may report **You** as delinquent.

Definitions

Account – The credit card Account(s) SunTrust approves for Your use that is/are subject to the terms and conditions of this Agreement.

Administrator – an agency or individual who will consider and resolve a Claim between You and SunTrust in accordance with the Arbitration Provision of this Agreement, being one of the following: (1) **American Arbitration Association** (**"AAA"**) **–** 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org, **1-800-778-7879**; (2) **JAMS –** 1920 Main Street, Suite 300, Irvine, CA 92614, www.jamsadr.com, **1-800-352-5267**; or (3) if both JAMS and AAA are unable or unwilling to serve as Administrator, a neutral and impartial arbitrator mutually acceptable to You and SunTrust. If You and SunTrust cannot agree on an Administrator, You and SunTrust agree that an Administrator may be appointed by a court in accordance with the Federal Arbitration Act, 9 U.S.C. §§ 1 through 16; provided, however, that no company may serve as Administrator, without SunTrust's and Your consent, if such company adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of the Arbitration Provision. The rules and forms of JAMS and AAA may be obtained by writing to these organizations at the addresses listed above.

Agreement – Your Card Account Agreement with SunTrust for the Account, which contract is made up of these terms and conditions, Your application or response to SunTrust's solicitation, and the documents that accompany delivery of Your Card (Card Mailer).

APR (Annual Percentage Rate) – The cost of Your Credit as a yearly rate. Different APRs may apply to different Balances on Your Account, such as Your Balance on Purchases or Your Balance on Cash Advances. SunTrust uses the applicable APR to calculate the Interest Charge that You owe on the Account. The Card Mailer discloses applicable APRs and whether the Account is subject to a Variable or Non-Variable APR.

Non-Variable APR – The DPR subject to the Non-Variable Rate will be based on an APR that does not vary with changes in an Index Rate. The Card Mailer discloses the APR for the Non-Variable Rate as of the date Your Account was opened.

Variable APR –The variable APR will be based on the Index Rate plus a Margin. The Card Mailer discloses the APR for the Variable Rate. An increase in the Index Rate may result in a higher Minimum Payment.

Assign – SunTrust Assigns Your Account and this Agreement if SunTrust sells or transfers to another party any or all of SunTrust's rights or obligations under this Agreement, including any amount that You owe SunTrust on the Account. If SunTrust Assigns Your Account, the party who receives the assignment will have SunTrust's rights under this Agreement, subject to the extent of the assignment.

Authorized Charges – Any Purchases, Balance Transfers, Cash Advances, Overdraft Advances, and Promotional Balances that You or any Authorized User makes on the Account and any fees and Interest Charges owing on the Account.

Authorized User – Any person You authorize to use the Card (whether Cardholder or not and whether or not such use exceeds the limit You authorized or intended).

Average Daily Balance – To get the Average Daily Balance, SunTrust adds the outstanding Balance (including new transactions and deducting payments and credits) for each transaction type for each day in the Billing Period; SunTrust adds together all the daily Balances for each separate transaction type, and then divides by the number of days in the Billing Period.

Balance – Every charge on the Account, including transactions that You make and Interest Charges and fees that SunTrust assesses, falls into a specific Balance, such as the Balance on Purchases, Balance Transfers, Cash Advances, Overdraft Advances, and Promotional Balances. Fees that are based on a specific transaction are assigned to the same Balance as the applicable transaction. For example, a foreign transaction fee on a Purchase is assigned to the Balance on Purchases. Fees that are not specific to a given transaction with the Card (like a Returned Payment) are assigned to the Balance on Purchases.

Balance Transfer – Credit SunTrust extends resulting from a Balance Transfer that You request by any means (including telephone, Convenience Check, or Balance Transfer request form that SunTrust provides). SunTrust's policy is not to allow You to transfer any Balance You owe from any other account with SunTrust or SunTrust's respective affiliates. SunTrust may permit You to transfer balances from other credit card companies or financial institutions to Your Account up to the amount of Your Credit Limit. If You request an amount that SunTrust does not approve, SunTrust may process a partial Balance Transfer for less than the amount that You requested or SunTrust may decline the entire request. SunTrust is not liable if SunTrust does not approve a requested Balance Transfer (in whole or in part). Balance Transfer requests that are incomplete or illegible will not be approved. SunTrust reserves the right to make Balance Transfers in the order SunTrust selects. In order to preserve Your dispute rights, You should not transfer balances from other credit card companies or financial institutions if those balances are in dispute. You should allow up to 8 weeks for Balance Transfers to be completed. You should continue to monitor the other accounts and continue to pay the minimum payment due on those accounts until You receive statements from those creditors showing that the balances have been paid in full. This confirmation may not happen until after the transactions appear on the Statement SunTrust sends You. You are solely responsible for any late payments, ongoing finance charges and disputed amounts on Your other accounts. If You want Your other accounts closed following a Balance Transfer, You are responsible for doing so.

Billing Period – The time interval between the dates of Your regular billing Statements. Your first Billing Period may be less than one month. All Credit terms, including Minimum Interest Charges, will apply in each Billing Period including the first Billing Period.

Card – Your Card is/are the physical Card(s), the Account number, or any device (such as a check) that You or an Authorized User can use to access Your Account.

Card Association – the applicable credit card association through which Your Card Account is sponsored (e.g., Visa® or MasterCard®).

Cardholder – The natural person to whom SunTrust issues a Card at his/her request or application, or a natural person who has agreed to pay obligations arising from another person's use of the Card or Account.

Card Mailer – the mail that delivers Your Card and includes Your Agreement and other terms associated with Your Card Account when SunTrust sends Your Card to You.

Cash Advance – Credit SunTrust extends to You in the form of a loan from the Account. A Cash Advance occurs when You: (1) obtain cash from an ATM (automated teller machine), (2) obtain cash from any other source, (3) make a wire transfer, (4) buy foreign currency, (5) buy traveler's checks, (6) buy money orders, (7) buy lottery tickets, or (8) buy gambling chips or wagers.

Cash Advance Credit Limit – The maximum amount of Credit that SunTrust establishes from time to time and makes available to You on the Account for Cash Advances. Any Cash Advance Credit Limit SunTrust establishes may be less than the Credit Limit that otherwise applies to Your Account. The Cash Advance Credit Limit is stated on the Card Mailer.

Cash Equivalent Transactions – Transactions performed using a merchant or service provider that Visa® or MasterCard® identifies as a seller of travelers checks, foreign currency, money orders, wire transfers, lottery tickets, funds used for wagers or gambling, or similar products or services. These transactions are treated as Cash Advances on Your Account.

Claim – means any claim, dispute or controversy between You and SunTrust (other than an Excluded Claim or Proceeding as set forth below), whether preexisting, present or future, which arises out of or relates to the Credit, this Agreement or any transaction conducted with SunTrust in connection with the Credit or this Agreement. "Claim" has the broadest possible meaning and includes initial claims, counterclaims, cross-claims, third-party claims, and federal/state/local/administrative claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law, and equity, and includes claims for money damages and injunctive or declaratory relief. Upon Your demand or SunTrust's demand, **Claim(s)** will be resolved by individual (not class or class-wide) binding arbitration in accordance with the terms specified in the Arbitration Provision. Neither You nor SunTrust waives the right to require arbitration of a new Claim by bringing a Claim in a lawsuit or by failing to require arbitration of another Claim.

Closing Date – The last day of a Billing Period.

Convenience Check – A check that the Bank provides which You may use to access Your Account to make a Purchase or a Balance Transfer.

Covered Provider – means any third party that provides any product or service in connection with the Credit if (and only if) You assert a Claim against such third party in connection with a Claim You assert against SunTrust.

Credit – means the credit extension You receive under this Agreement.

Credit Limit – Your Credit Limit will appear on each monthly Statement.

For Accounts with Spending Limits: The maximum amount of Credit that SunTrust establishes from time to time and makes available to You on the Account.

For Accounts with no Pre-Set Spending Limits: No pre-set spending limit does not mean unlimited spending. Your Account will be assigned a revolving Credit Limit. SunTrust may restrict the amount of Your Credit Limit that is available for Balance Transfers. For Cash Advances, You may only spend up to Your assigned Cash Advance Credit Limit. For Purchases, You may be authorized to exceed Your assigned Credit Limit. Each transaction You make is authorized based on factors such as (1) Your Account history; (2) credit record; (3) absence or presence of suspected fraud; and (4) performance and delinquency patterns. If You attempt to make a Purchase transaction that exceeds your Credit Limit, Your Account will be evaluated based upon the length of time Your Account has been open and Account usage, performance and delinquency patterns with SunTrust or with Your other creditors, and Your ability to pay. In certain circumstances, SunTrust may ask for additional financial records to authorize a transaction. If You are authorized to exceed Your Credit Limit, You will be required to pay, as part of your Minimum Payment, the amount by which Your New Balance exceeds Your Credit Limit. SunTrust encourages You to provide us with notice of forthcoming unusual activity, such as, high transaction amounts, high velocity, or changes in geographic patterns.

Default – Subject to applicable law and any right that You may have under that law, SunTrust may require immediate payment of Your entire Account Balance and You will be in Default if (1) You do not make at least the Minimum Payment on or before the payment Due Date, (2) a Cardholder or Authorized User exceeds or tries to exceed the Credit Limit without SunTrust's permission, (3) A payment You make is rejected or cannot be processed, (4) SunTrust reasonably believes that a Cardholder's ability to pay SunTrust is materially impaired (for example, if You become subject to bankruptcy or insolvency proceedings or if an attachment or garnishment proceedings are instituted against You or Your property), (5) You provide SunTrust with false, misleading or fraudulent information or a false signature, (6) a Cardholder dies or is legally declared incompetent or incapacitated, (7) You fail to comply with any provision of this Agreement, (8) You or an Authorized User makes illegal use of any financial service under the Account or (9) You or an Authorized User continues to use an Account or Card that has been closed.

Delinquency Triggering Event – A Delinquency Triggering Event occurs if You fail to make a Minimum Payment within 60 days of its payment Due Date.

DPR (Daily Periodic Rate) – the daily periodic rate is calculated from the applicable APR. The DPR is equal to the applicable APR divided by 365 (or 366 in a leap year). SunTrust may use DPR to calculate the Interest Charge as described in this Agreement. Interest Charges resulting from the application of DPRs will accrue daily and be calculated on the Average Daily Balances (including new transactions) for each Account feature (Purchases, Cash Advances, Balance Transfers, Overdraft Advances, and Promotional Balances).

Due Date – This is the date by which SunTrust must receive Your payment in order for it to be on time. Your Due Date will be stated on Your Statement. It will occur on the same calendar day of each month. It will be at least 21 days after the date SunTrust mails Your Statement and at least 25 days after the end of Your most recently concluded Billing Period (Closing Date). To be timely, SunTrust must receive Your payment on or before the Due Date and by the time stated on Your Statement. If no time is stated on Your Statement, Your payment is timely if SunTrust receives it by 5 p.m. Eastern Time on the Due Date; provided, however, that if You make a payment directly to SunTrust personnel at a SunTrust branch, Your payment will be credited to Your Account same day as the day of the payment. Payments initiated through SunTrust's automated telephone service, with a customer service representative, or via SunTrust's web site will be subject to the 5:00 pm payment cut-off time.

Crediting of Payments to Account: Payments that SunTrust receives prior to 5:00 p.m. Eastern Time at the mailing address shown on the front of Your Statement and in the Standard Payment Instructions will be credited to Your Account as of the date of receipt. Payments that SunTrust receives after 5:00 p.m. Eastern Time will be credited as of the next day, unless You make the payment directly to SunTrust personnel at a SunTrust branch after 5 p.m., as stated above. If SunTrust accepts a payment received at any other location than the address stated in Your Statement and in the Standard Payment Instructions, with no payment coupon enclosed, or that does not conform to the Standard Payment Instructions, that payment may be subject to a delay in crediting of up to 5 days after the date of receipt. This delay may result in additional Interest Charges, Other Charges, and possible suspension of Your Account. Payments initiated through SunTrust's automated telephone service (if available) or via SunTrust's web site will be subject to the 5:00 pm payment cut-off time.

Excluded Claim or Proceeding – means any of the following claims or proceedings, which will not be subject to the Arbitration Provision: (1) any dispute or controversy about the validity, enforceability, coverage or scope of the Arbitration Provision or any part thereof (including, without limitation, the Class Action Waiver set forth in the Arbitration Provision and/or this sentence); all such disputes or controversies are for a court and not an arbitrator to decide; however, any dispute or controversy that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide; (2) any individual action brought by You or SunTrust in small claims court or Your state's equivalent court, unless such action is transferred, removed, or appealed to a different court; (3) any self-help or non-judicial remedy, including enforcement of a security interest if the Credit is secured by collateral; (4) any action to the extent that it seeks provisional or ancillary remedies in connection with the foregoing; and (5) any individual action in court by one party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind. The institution and/or maintenance of any such right, action or litigation will not constitute a waiver of the right of either You or SunTrust to compel arbitration regarding any other dispute subject to arbitration pursuant to the Arbitration Provision. Moreover, the Arbitration Provision will not apply to any Claims that are the subject of (a) a class action filed in court that is pending as of the effective date of the Arbitration Provision in which You are alleged to be a member of the putative class (however, You and SunTrust will continue to be bound by any prior version of the Arbitration Provision) or (b) a motion to compel arbitration filed by SunTrust against You before the effective date of the Arbitration Provision pursuant to a prior version of the Arbitration Provision (however, You and SunTrust will continue to be bound by any prior version of the Arbitration Provision).

Grace Period – The time period during which You may avoid paying interest on certain transactions. As stated in the Card Mailer, the Grace Period is at least 25 days after the close of each Billing Period. This Agreement defines the kinds of transactions that are subject to a Grace Period (See Interest Charges and Transaction Fees Section). If a particular transaction is subject to a Grace Period, Your Account starts in a Grace Period for that

transaction. The Grace Period will continue if You pay Your New Balance on time each Billing Period. You will lose the Grace Period if You do not pay Your New Balance in a given Billing Period. To regain Your Grace Period after You lose it, You must pay Your New Balance on time for 1 Billing Period. If You lose Your Grace Period for transactions to which the Grace Period previously applied, You will owe interest on any unpaid Balance. Interest on those transactions will begin to accrue from the end of the Billing Period for which You failed to pay Your New Balance. For any such transactions that You make after You lose Your Grace Period, You will pay interest from the Transaction Date until the time that You regain the Grace Period for transactions of this type.

Index Rate – The rate used for making variable rate adjustments to Your APR. The Index Rate is the Prime Rate as quoted in the "Money Rates" section of *The Wall Street Journal (Eastern Edition)* on the 28th day (or if the 28th day is not a business day, the next business day thereafter) of the prior calendar month. If *The Wall Street Journal (Eastern Edition)* is not published or the Prime Rate is not given on any of these dates, then the Index Rate will be determined by using the immediately preceding published Prime Rate for such date. If the Prime Rate is no longer available, SunTrust will choose a new index and notify You as required by applicable law. Index Rate changes will be effective on Your Billing Period that commences on or after the first day of the next succeeding month after the Index Rate is published. (For example, if a new Index Rate is published on June 28th, the new APR would be effective as of the first day of the Billing Period that commences July 1 or after). An Index Rate increase will increase the applicable APR, which may increase Your Minimum Payment.

Interest Charge – The cost of Your Credit on the Account as a dollar amount that SunTrust derives by applying Your DPR to the Average Daily Balance.

Items – Statements, sales drafts and/or payment instruments.

Late Payment – A payment that You make that SunTrust does not receive before the Due Date.

Margin – The rate added to the Index Rate to determine Your APR.

Minimum Payment – The Minimum Payment due on Your Account as shown on Your Statement.

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

Notice Address for Arbitration – means, except as otherwise specified in the Arbitration Provision, the address that must be used for giving notices under the Provision. The initial Notice Address for You is the latest address SunTrust has in SunTrust's files. The initial Notice Address for SunTrust is: SunTrust Bank Legal Department, Attention: General Counsel – Arbitration Election, 303 Peachtree Street N.E., Suite 3600, Mail Code 0643, Atlanta, Georgia 30308, although SunTrust may give You notice at any time that SunTrust has changed SunTrust's Notice Address.

Other Charges – Charges to Your Account as described in the Other Charges Section of this Agreement, including fees for: Late Payments*****, Annual Fee, Returned Payments*****, Stop Payments*****, Documentation*****, and Phone Payments*****. *****SunTrust will consider reversal of these Other Charges fees on open Accounts in good standing if circumstances warrant such consideration, such as claims of Bank errors and other mitigating factors.

Overdraft Advance – Credit SunTrust extends to You in the form of a loan from the Account to cover an overdraft on a deposit account that You designate at SunTrust. You must enroll in the SunTrust overdraft protection program to receive this form of Credit.

Promotional Balance – Credit SunTrust extends for an introductory and other designated Purchase or Balance Transfer transaction, subject to discounted fees and/or a different DPR than your standard DPR for Purchases. Your use of a Promotional Offer from SunTrust results in a Promotional Balance.

Promotional Rate – The DPR applied to Promotional Balances.

Purchase – Credit SunTrust extends to You when You or an Authorized User (1) use(s) the Card or Account to purchase goods, labor, insurance or services through sellers and lessors that honor Your Card or Account for the purpose of completing a Purchase or (2) use(s) a Convenience Check or other Credit instrument that SunTrust provides for You to make a Purchase.

Returned Payment – A payment that You make that Your financial institution does not honor. If You have a Returned Payment, SunTrust will assess a fee in accordance with the terms of this Agreement. If SunTrust resubmits a Returned Payment and Your financial institution subsequently honors it, SunTrust will still assess a Returned Payment fee because Your financial institution originally returned the payment as unpaid. If Your financial institution returns a payment more than once, SunTrust will not charge more than one Returned Payment fee. If You make a new payment to SunTrust, however, and Your financial institution does not honor it, SunTrust will assess an additional Returned Payment fee.

Savings Account – the Savings Account (called "Secured Card Savings Account") that You opened and maintain and pledged (via security interest) to SunTrust to secure payment of your outstanding Balance.

Standard Payment Instructions – These instructions require You to pay your credit Card bill as follows. Pay (1) in U.S. dollars, (2) not in cash, unless You pay at one of SunTrust's branches, (3) from a U.S. deposit account or cashier's check drawn on a U.S. financial institution, (4) without restrictive language (e.g., "payment in full") included or attached to the payment, and (5) not from a credit account that SunTrust provides You, such as a Convenience Check drawn on this Account. If You make payment in a paper form (like a check, money order, or cashier's check), You must include the payment coupon from Your Statement or write Your Card Account number on the payment. If SunTrust decides in the Bank's discretion to accept a form of payment that does not meet these Standard Payment Instructions, SunTrust does not waive the Bank's right to continue to require payments that comply with these instructions. If SunTrust decides to accept a payment that You make in a foreign currency, SunTrust will choose the conversion rate to apply. The date You mail the payment is different from the date the Bank receives the payment. The payment date is the date that the Bank receives Your payment in accordance with these Standard Payment Instructions. If You fail to comply with these Standard Payment Instructions, credit to Your Account for the payment may be delayed. This delay may result in additional Interest Charges, Other Charges, and possible suspension of Your Account. Contact SunTrust at **1-800-477-9702** to inquire about phone pay. Mailed payments should be sent to:

SunTrust Bank
Cardholder Services

NOTE: Any disagreement that You may have with respect to charges on Your Statement must be presented to SunTrust in writing separately from your payment and to a different address than where Your payments are sent. (See the "Your Billing Rights" Section of this Agreement.)

Statement – SunTrust will send You a bill at the end of each Billing Period if Your Account has a debit Balance of any amount or a credit Balance of more than $1, unless SunTrust has decided Your Account is uncollectible or has closed or suspended Your Account for collection proceedings against You. The Statement will tell You the total Balance that You owe the Bank as of the end of the last Billing Period. It will also tell You the Minimum Payment that You must pay the Bank by the stated Due Date.

SunTrust – means (1) SunTrust Bank, the bank that is providing You Credit, and will include (2) any person(s) to whom the Credit is transferred or assigned; (3) any Covered Provider; (4) the parents, controlling persons, subsidiaries and affiliates of the companies in (1)-(3) above; (5) the successors and predecessors of the companies in (1)-(4) above; and (6) the officers, directors and employees of the companies in (1)-(5) above.. SunTrust may also be referred to as "the Bank."

Termination Date – This is the last day a Promotional Rate will apply to a Promotional Balance. It will be the earlier of (1) the last day specified in the Promotional Balance offer or (2) the date identified in any notice to You when a Delinquency Triggering Event occurs.

Transaction Date – The Transaction Date of a Purchase is the sale date. The Transaction Date of a Balance Transfer, Cash Advance, or Overdraft Advance is the date that You request such a transaction.

You, Your and Yours – means the Cardholder(s).

The information about the costs of the card described in this application is accurate as of January 25, 2013. This information may have changed after that date. To find out what may have changed, write Cardmember Services, P.O. Box 621569 Orlando, FL 32862-1569.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	**Prime Rate + 14.74% to Prime Rate + 16.74%** Your rate will be based on your creditworthiness. This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	**Prime Rate + 14.74% to Prime Rate + 16.74%** Your rate will be based on your creditworthiness. This APR will vary with the market based on the Prime Rate.
APR for Cash Advances and Overdraft Advances	**Prime + 21.74%** This rate will vary with the market based on the Prime Rate.
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charges	If you are charged interest, the charge will be no less than $1.50.

Fees	
Annual Fee	***Up to $39**
Transaction Fees * Balance Transfer * Cash Advance * Foreign Transaction	 *$**10.00** or **4%** of the amount of the transfer, whichever is greater *$**10.00** of **4%** of the amount of the transfer, whichever is greater * **3%** of each transaction in U.S. Dollars
Penalty Fees * Late Payment * Returned Payment	 * Up to **$35** * UP to **$35**

How We Will Calculate Your Balance: We use a method called "average daily balance (including new transations)" Method. See the Cardmember Agreement for more details.