UBS VISA SIGNATURE® CREDIT CARD
ACCOUNT SUMMARY TABLE

Interest Rates and Interest Changes	
Annual Percentage Rate (APR) for Purchases	**13.24%** This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	**9.99%** introductory APR for six billing cycles After that, your APR will be **13.24%**. This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	**21.99%** This APR will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	**27.24%** This APR may be applied to your account if you: 1) Make a late payment; or 2) Make a payment that is returned. This APR will vary with the market based on the Prime Rate. **How Long Will the Penalty APR Apply?** If your APRs are increased for any of these reasons, the Penalty APR may apply to your balances indefinitely.
Paying Interest	Your due date is at least 23 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at **http://www.federalreserve.gov/creditcard.**
Fees	
Annual Fee	**$0**
Transaction Fees: • Balance Transfer • Cash Advance	 Either **$2 - 10** or **2 - 3%** of the amount of each transfer, whichever is greater (maximum fee: **$10 - 250**) Either **$2 - 10** or **2 - 3%** of the amount of each cash advance, whichever is greater.

• Foreign Transaction	3% or Waived.
Penalty Fees: • Late Payment • Over-the-Credit-Line • Returned Payment	 Up to **$35** **$0** Up to **$35**

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

Loss of Introductory APR: We may end your Introductory APR and apply the Penalty APR if you make a late payment.

Billing Error Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your Cardmember Agreement.

Variable Rate Information. The standard Annual Percentage Rates (APRs) on your Account that are used to determine the amount of interest to be charged for Purchases, Balance Transfers (after the Introductory Period), Cash Advances, and the Penalty APR are variable rates. Introductory APR is available on all Balance Transfers made during the first six billing cycles after account opening. The introductory APR will be applied to each eligible Balance Transfer for the first six billing cycles after the date of the Balance Transfer.

The APRs on your Account correspond to Daily Periodic Rates (DPR) and are calculated by multiplying the applicable DPR by 365. The DPRs on your Account equal 1/365th of the sum of 1) the applicable Prime Rate, 2) plus 9.99% for Purchases, plus 9.99% for Balance Transfers, plus 18.74% for Cash Advances; and plus up to 23.99% for the Penalty APR. The "Prime Rate" used in determining the APRs in each billing cycle will be the highest U.S. Prime Rate published in the Money Rates column of The Wall Street Journal on the last business day of each month. An increase or decrease in the Prime Rate will cause a corresponding increase or decrease to your variable rates on the first day of the billing cycle that begins in the same month in which the applicable Prime Rate is published. There is no limitation on the amount of any increase. Any such increase or decrease will cause a corresponding increase or decrease in the amount of interest assessed and possibly in the amount of the Minimum Payment Due. If The Wall Street Journal does not publish the U.S. Prime Rate, or if it changes the definition of the U.S. Prime Rate, we may substitute another index.

The current rates on your Account. The rates on your account vary with the market based on the Prime Rate. The following rates are accurate as of April 15, 2013. The DPR for your Introductory Rate during the introductory period would have been 0.02% (which corresponds to an introductory APR of 9.99%). The DPR for Purchases would have been 0.03% (which corresponds to an APR of 13.24%). The DPR for Balance Transfers would have been 0.03% (which corresponds to an APR of 13.24%). The DPR for Cash Advances would have been 0.06% (which corresponds to an APR of 21.99%). The Penalty APR established by the variable rate formula above would have been a DPR of up to 0.07% (which corresponds to an APR of up to 27.24%).

For residents of Iowa and Puerto Rico

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

Loss of Introductory APR: We may end your Introductory APR and apply the Penalty APR if you make a late payment.

Billing Error Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your Cardmember Agreement.

Variable Rate Information. The standard Annual Percentage Rates (APRs) on your Account that are used to determine the amount of interest to be charged for Purchases, Balance Transfers (after the Introductory Period), Cash Advances, and the Penalty APR are variable rates. Introductory APR is available on all Balance Transfers made during the first six billing cycles after account opening. The introductory APR will be applied to each eligible Balance Transfer for the first six billing cycles after the date of the Balance Transfer.

The APRs on your Account correspond to Monthly Periodic Rates (MPR) and are calculated by multiplying the applicable MPR by 12. The MPRs on your Account equal 1/12th of the sum of 1) the applicable Prime Rate, 2) plus 9.99% for Purchases, plus 9.99% for Balance Transfers, plus 18.74% for Cash Advances; and plus up to 23.99% for the Penalty APR. The "Prime Rate" used in determining the APRs in each billing cycle will be the highest rate published in the Money Rates column of The Wall Street Journal on the last business day of each month. An increase or decrease in the Prime Rate will cause a corresponding increase or decrease to your variable rates on the first day of the billing cycle that begins in the same month in which the applicable Prime Rate is published. There is no limitation on the amount of any increase. Any such increase or decrease will cause a corresponding increase or decrease in the amount of interest assessed and possibly in the amount of the Minimum Payment Due. If The Wall Street Journal does not publish the U.S. Prime Rate, or if it changes the definition of the U.S. Prime Rate, we may substitute another index.

The current rates on your Account. The rates on your account vary with the market based on the Prime Rate. The following rates are accurate as of April 15, 2013. The MPR for your Introductory Rate during the introductory period would have been 0.83% (which corresponds to an introductory APR of 9.99%). The MPR for Purchases would have been 1.10% (which corresponds to an APR of 13.24%). The MPR for Balance Transfers would have been 1.10% (which corresponds to an APR of 13.24%). The MPR for Cash Advances would have been 1.83% (which corresponds to an APR of 21.99%). The Penalty APR established by the variable rate formula above would have been a MPR of up to 2.27% (which corresponds to an APR of up to 27.24%)

CARDMEMBER AGREEMENT

Your cardmember agreement with us
Your billing rights
Retain for your records

Introduction
This Agreement establishes the terms of your credit card Account (Account) with UBS Bank USA, Salt Lake City, UT. Please read it carefully and keep it with your records. You do not need to sign this Agreement, but please sign the back of your credit card (the Card), if you have not already done so. All extensions of credit in connection with your Account are being made by UBS Bank USA. The Account Summary Table, found on the back of the folder containing your card, is part of this Agreement.

Using your account/acceptance of these terms
You do not need to accept the Account and this Agreement and none of the fees on this Account (except as otherwise provided herein) will apply unless you use the Account. If your Account has an Annual Fee (see the Account Summary Table to determine if this Account has an Annual Fee) and provided that you have not otherwise used the Account to make a Purchase, Balance Transfer or Cash Advance or paid the Annual Fee, you may close the Account within thirty days after Account opening by contacting us at the number on the back of your Card, and if you do, you will not be responsible for paying the Annual Fee. By signing, keeping, using or otherwise accepting your Card or Account, you agree to the terms and conditions of this Agreement. You may obtain credit in the form of Purchases, Balance Transfers and Cash Advances by using your Card, your Account number, Checks, or other credit devices. You agree that we may credit your Account rather than issue cash refunds when you reverse transactions that were originally charged to your Account. You agree that you will not use your Card or Account in connection with any transaction that is prohibited or unenforceable and that if you do engage in such a transaction you waive any claim that the charge is uncollectible on the grounds the transaction was prohibited or unenforceable. The Card must be returned to us upon request. We may replace your Card with another Card at anytime. Your Account is a consumer Account, and your Card and Account should be used only for personal, family or household purposes.

Definitions
If we use a capitalized term in this document but we do not define the term in this document, the term has the meaning as used in your monthly statement.
"Agreement" means this document and the Account Summary Table, and any changes we make to these documents, from time to time.
"Authorized Card Manager" means the person you designate to manage your Account, make decisions about your Account, and obtain information about your Account.
"Authorized User" means any person you allow to use your Account including without limitation through a Card, Check, the Account number, or other credit device.
"Balance Transfer" means the use of your Account for a loan obtained by a transfer of funds initiated by us at your request and includes the use of a Balance Transfer Check. "Balance Transfer" includes the Transaction Fees associated with any Balance Transfer.
"Cash Advance" means the of use your Card or Account number to obtain cash loans at any financial institution or automated teller machine that accepts the Card, the use of a Cash Advance Check or the purchase of Cash Equivalents. "Cash Advance" includes the Transaction Fees associated with any Cash Advance or any Cash Equivalent.

"Cash Equivalent" means the use of your Card or Account number to obtain money orders, traveler's checks, foreign currency, lottery tickets, gambling chips or wire transfers. Cash Equivalents and the Transaction Fees associated with any Cash Equivalent are considered Cash Advances for interest calculation purposes.
"Check" or "Convenience Check" means an access check we provide to you to make a Cash Advance or a Balance Transfer as applicable on your Account. A Check can be either a Balance Transfer Check or a Cash Advance Check and will be designated as such by us.
"Daily Periodic Rate" or "DPR" means the applicable APR divided by 365.
"Foreign Transaction" means the use of your Card or Account (other than through a Cash Advance) for a transaction with a business or entity located outside of the United States or for a transaction in a currency other than U.S. dollars. Foreign
Transactions and the Transaction Fees associated with any Foreign Transaction are considered Purchases for interest calculation purposes.
"Monthly Periodic Rate" or "MPR" means the applicable APR divided by 12.
"Purchase" means the use of your Card or Account number to buy or lease goods or services and to make a transaction that is not otherwise a Balance Transfer or a Cash Advance. Purchases include Foreign Transactions, Account Fees and any adjustments associated with any Purchase.
"You" and "your" refer to each person who has applied for, accepted, or used the Account and each person who has agreed to be responsible for the Account.
"We," "us" and "our" refer to UBS Bank USA.

Obligations on your account
You authorize us to pay and charge your Account for all Purchases, Balance Transfers, Checks, and Cash Advances made or obtained by you or anyone you authorize to use your Card or Account. You agree to pay us for all of these Purchases, Balance Transfers, Checks, and Cash Advances, plus any interest assessed on your Account and any other charges and fees which you may owe under the terms of this Agreement, whether resulting from 1) physical use of your Card or a Check, 2) mail order or telephone, computer or other electronic transaction made without presenting the Card, or 3) any other circumstances where you authorize a charge, or authorize someone else to make a charge, to your Account. Each person who has agreed to be responsible on the Account is responsible to pay the full amount owed on the Account. If this is a joint Account, we can send statements and notices to either of you. We may require that you pay the full amount owed without first asking any other person(s) to pay. Instructions for making payments are on your monthly billing statement. Payments that comply with the requirements specified on or with your monthly billing statement, including the time of receipt, will be credited on the business day they are received. Payments must be mailed to the correct P.O. Box or street address specified for U.S. Priority Mail and overnight payments. **There may be a delay of up to five (5) days in crediting payments that are not made in accordance with those instructions. Please allow at least seven (7) days for the U.S. Postal Service to deliver your payment.** All payments must be made in U.S. dollars. Any payment made by check or other negotiable instrument or direct debit must be drawn on a U.S. bank or a U.S. branch of a foreign bank. We reserve the right to accept payments made in a foreign currency. If we do, we will select the foreign currency rate at our discretion. **Your available credit may not be increased by the amount of the payment for up to seven (7) days to ensure we collect the funds from the bank on which your payment is drawn.** If you overpay or if there is a credit balance on your Account, we will not pay interest on such amounts.

Automatic repayment of cash advances through CashConnect
The CashConnect feature on your UBS credit card Account will automatically repay new Cash Advances obtained from ATMs and financial institutions (CashConnect Cash Advances), each night,

with available funds from your UBS Resource Management Account® (RMA®) or your UBS Business Services Account BSA® (either referred to as UBS Account). You will incur no interest charges on CashConnect Cash Advances, as long as there are sufficient available funds in your UBS Account to repay your CashConnect Cash Advance transaction in full when we first seek payment from your UBS Account. If sufficient available funds are not available in your UBS Account to pay off your CashConnect Cash Advances balance in full, then the APR on Cash Advances (as listed in the Account Summary Table) will apply as of the original transaction date on any remaining balance. You will be charged the APR on Cash Advances on your remaining CashConnect Cash Advance balance until it is repaid in full. Applicable ATM surcharge fees may apply. No other Account balances are paid through the CashConnect feature. The CashConnect feature only applies if you have a UBS Account. If you have a UBS Account and choose not to participate in the CashConnect feature, please contact UBS Financial Services Inc. at 1-800-762-1000.

Interest rate information
See the Account Summary Table for information on how the APRs on your Account are calculated.

How the penalty APR may apply to your account
The APRs on your Account may be increased each time you fail to make a payment to us when due, or you make a payment that is not honored by your bank. If we increase the APRs on your Account, we will notify you in advance of the increase. Our notice to you will include the effective date of the APR increase and the balances to which the Penalty APR will be applied. If the Penalty APR is applied to your Account, it may continue to apply indefinitely.

Checks on your account
We may issue Checks on your Account in the form of "Balance Transfer Checks" or "Cash Advance Checks," which can be used to access your credit line. Each Check will contain your Account number and may be used only by the person(s) whose name(s) is/are printed on it. Each must be completed and signed in the same manner as a regular personal check. If we provide Checks to you, you may not use them to pay any amount you owe under this Agreement or under any other Account you may have with us. Balance Transfer Checks and Cash Advance Checks are subject to the same rate and other terms under this Agreement as Balance Transfers and Cash Advances, respectively. Unless otherwise indicated, all references in this Agreement to Balance Transfers include Balance Transfer Checks, all references to Cash Advances include Cash Advance Checks, and all references to use of the Account include use of these Checks. At our sole discretion we may elect to not honor a Check if your Account is not in good standing or if the Check may cause your Account to exceed the Cash Advance or other applicable credit line on your Account. At our sole discretion we may elect to honor a Check after its expiration date. Unlike purchase transactions, there are very limited dispute rights with regard to Balance Transfer and Check transactions.

Credit line/authorized usage
Your credit line is shown on the folder containing your Card. We may change your revolving credit line from time to time— either increase or decrease it—in our sole discretion. If at any time (including in the first month after your Account is opened) you engage in Account actions or activity that we perceive could have a negative impact on your credit standing with us, we may decrease your revolving credit line or close your Account. Your latest revolving credit line will appear on your monthly billing statement. You agree that we may change or cancel your revolving credit line or cash advance limit at any time for any reason without affecting your obligation to pay amounts that you owe under this Agreement. We will notify you of any change, but the change may take effect before you receive the notice.

Your revolving credit line is available to buy or lease goods or services where the Card is honored. You agree not to authorize a Balance Transfer, use a Check, or obtain a Cash Advance that would cause the unpaid balance of your Account to exceed your credit line. We may honor Purchases, Balance Transfers, Checks and/or Cash Advances in excess of your credit line at our sole discretion. If we do, this Agreement applies to that excess and you agree to pay the excess immediately if we request that you do so. We may designate that only a portion of your revolving credit line is available for Cash Advances. If we do and you exceed your line, you will be considered to have exceeded your credit line for all purposes of this Agreement. We may limit the authorizations to make Purchase, Balance Transfer, Check, or Cash Advance transactions that may be accomplished with your Card or Account. Because your Account has no pre-set spending limit, we may permit you from time to time at our discretion to make certain charges that cause your outstanding balance to exceed your revolving credit line. These charges will be evaluated based on Account performance, other credit Accounts with us, and your experience with other creditors. If we authorize these charges, you must pay, with your Minimum Payment Due, the amount by which your balance exceeds your revolving credit line, including amounts due to Purchases, Cash Advances, Interest charges, Account Fees, or other charges.

Monthly billing statements

At the end of each monthly billing cycle a statement will be mailed or delivered to you if your Account has a debit or credit balance of more than $1.00 or if interest or a fee has been imposed. We will not send a monthly billing statement if we deem your Account uncollectible or if delinquency collection proceedings have been instituted by us sending your Account to an outside collection agency or attorney for collection.

Your minimum payment each month

Each billing cycle, you must pay at least the Minimum Payment Due shown on your monthly statement by its Payment Due Date. If the Statement Balance shown on your monthly statement is less than $15, your Minimum Payment Due (due by the Payment Due Date) will be that Statement Balance amount. Otherwise, if your Statement Balance is equal to or greater than $15, your Minimum Payment Due will be the greater of $15 or the total of (1) 1% of the Principal Balance (defined as the total Statement Balance minus any interest charges, Returned Payment Fees, and Late Payment Fees that are incurred during the current billing cycle), plus (2) interest charges incurred during the current billing cycle (for this purpose, interest charges incurred do not include interest charges that accrued during prior billing cycles on a deferred interest balance (if there are any on your Account) that ended during the billing cycle covered by the statement), plus (3) any Returned Payment Fees and any Late Payment Fees incurred during the current billing cycle, plus (4) if your Account has an Annual Fee and if we so elect, a portion of the amount of the Annual Fee (unless you have already paid the Annual Fee in full), plus (5) if we so elect, any amount past due and/or amount over your credit line at the time of billing. In certain instances your Minimum Payment Due may be less than your total fees and interest assessed in that billing cycle. At any time you may pay more than the Minimum Payment Due up to the full amount you owe us, however you cannot “pay ahead”. This means that if you pay more than the required Minimum Payment Due in any billing cycle or if you make more than one payment in a billing cycle, you will still need to pay the next month’s required Minimum Payment Due by your next Payment Due Date.

How we will calculate your balance subject to interest rate

We use a method called “daily balance (including new purchases)". To determine the amount of the interest to be charged on your Account we first calculate the “Balance Subject to Interest Rate” separately for Purchases, for Balance Transfers, and for Cash Advances. We apply the applicable DPR to each of the applicable daily balances for i) Purchases, ii) Balance Transfers and iii) Cash Advances.

The daily balances for Purchases, for Balance Transfers, and for Cash Advances are each calculated separately and determined as follows: We take the beginning balances for each transaction type on your Account each day, including any interest calculated on the previous day's balance, add to the respective balances any new transaction, subtract any payments or credits and make any other applicable adjustment(s). This Agreement provides for compounding of interest. A credit balance is treated as a balance of zero. If you multiply the "Balance Subject to Interest Rate" for each balance category as shown on your monthly billing statement by the number of days in the billing period and then, multiply each sum by the applicable DPRs, the results will be the interest assessed, except for minor variations caused by rounding. We may from time to time offer you "introductory," "special" or "promotional" APR offers. If any are in effect on your Account, we will separately identify the balances to which such offers apply on your monthly billing statement. These separate balances and the related interest will be calculated in the same manner as described above.

For Residents of Iowa and Puerto Rico
We use a method called "average daily balance (including new purchases)." To determine the amount of the interest to be charged on your Account we first calculate the "Balance Subject to Interest Rate" separately for Purchases, for Balance Transfers, and for Cash Advances. We apply the applicable Monthly Periodic Rate to the average daily balances of i) Purchases, ii) Balance Transfers, and iii) Cash Advances. The average daily balances for Purchases, for Balance Transfers, and for Cash Advances are calculated separately and determined as follows: We take the beginning balances for each balance category on your Account each day, add to the respective balances any new transaction, subtract any payments or credits and make any other applicable adjustment(s). A credit balance is treated as a balance of zero. Then we take the sum of all daily balances and divide by the number of days in the billing period to determine the average daily balance. If you multiply the "Balance Subject to Interest Rate" for each balance category as disclosed on your monthly billing statement by the applicable MPRs, the results will be the interest assessed, except for minor variations caused by rounding. We may from time to time offer you "introductory," "special" or "promotional" APR offers. If any are in effect on your Account, we will separately identify the balances to which such offers apply on your monthly billing statement. These separate balances and the related interest will be calculated in the same manner as described above.

Accrual of interest and how to avoid paying interest on purchases
On Purchases, interest begins to accrue as of the transaction date. However, if you paid the Statement Balance that was shown on your previous billing statement by the Payment Due Date on that statement, then (1) we will not impose interest on Purchases during your current billing period if you pay the Statement Balance on your current billing statement by the Payment Due Date in the current billing period, and (2) we will credit any payment applied toward Purchases as of the first day in your current billing period if you make a payment by the Payment Due Date in the current billing period that is less than the Statement Balance. If a Statement Balance was shown on your previous billing statement and you did not pay the Statement Balance by the Payment Due Date on that statement, then we will not impose Interest Charges on any Purchases during the current billing period if you pay the Statement Balance shown on your current billing statement by the Payment Due Date in the current billing period.
For Balance Transfers, interest will accrue from the day we send the Balance Transfer to the payee. For Checks, interest will accrue from the day the payee accepts the check. For Cash Advances, interest will accrue from the day you take the Cash Advance.

Transaction fees
If you use your Card or Account to obtain a Cash Advance, we will charge a Cash Advance Fee for each such Cash Advance. If you use your Card or Account to do a Balance Transfer, we will charge a Balance Transfer Fee for each such Balance Transfer. If you use your Card or Account to purchase Cash Equivalents, we will charge a Cash Advance Fee (sometimes we may refer to this as a Cash Equivalent Fee) for each such transaction. If you use your Card or Account for a Foreign Transaction, we will charge a Foreign Transaction Fee for each such transaction. Balance Transfer Checks and Cash Advance Checks are subject to the same Transaction Fee as Balance Transfers and Cash Advances, respectively. The present amounts of those charges are stated in the Account Summary Table. When you use an ATM, you may be charged a fee by the ATM operator and / or any network used (and you may be charged a fee for a balance inquiry even you do not complete a transaction). UBS Financial Services will reimburse your U.S. domestic ATM fees, up to $3.00 per transaction for an unlimited number of transactions per year. The $3.00 per transaction limitation for U.S. domestic ATM fees does not apply to the UBS Preferred Visa Signature® credit card. We will not reimburse your international ATM fees.

Account fees
In addition to the fees listed in the Account Summary Table, we may also assess the Account Fees listed below.

Annual fee –If your Account has an Annual Fee, it will be assessed during the first monthly billing cycle and every twelve months thereafter, on the fee anniversary month. The amount of the Annual Fee, if there is one on your Account, is listed in the Account Summary Table.

Late payment fee – If we do not receive a payment from you in at least the amount of your Minimum Payment Due by the Payment Due Date shown on your monthly statement, we may charge you a Late Payment Fee. The Late Payment Fee will be $25, but $35 if you did not make at least the Minimum Payment Due by the Payment Due Date in each of the 6 prior billing periods. However, the Late Payment Fee will never exceed the amount of your required Minimum Payment Due to which the Late Payment Fee relates.

Returned payment fee – If your bank does not honor a check or direct debit you deliver to us, or we must return a check because it is not signed or is otherwise irregular, we may charge you a Returned Payment Fee. The Returned Payment Fee will be $25, but $35 if you had a returned payment in any of the 6 prior billing periods. However, the Returned Payment Fee will never exceed the amount of your most recent required Minimum Payment Due.

Returned check fee – If we return a Convenience Check (which includes a Balance Transfer Check or a Cash Advance Check) unpaid because it exceeds your available credit line at the time it is processed, your Account is closed or otherwise does not have charge privileges, you did not comply with our instructions regarding the Check, or your Account is past due, we may charge you a Returned Check Fee. The Returned Check Fee will be $25, but $35 if you had a returned Convenience Check in any of the 6 prior billing periods. However, the Returned Check Fee will never exceed the face amount of the returned Convenience Check.

Foreign currency conversion
We and Visa (or their affiliates) will convert transactions in foreign currencies into U.S. Dollars. Visa will use its currency conversion procedures that are current at the time of the transaction. Currently, Visa selects a rate from the range of rates available in the wholesale currency markets for the

applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your Card or Account.

Authorized users

You may allow Authorized Users to use your Account. If you allow an Authorized User to use your Account, you will be liable for all transactions made by that person including transactions for which you may not have intended to be liable, even if the amount of those transactions causes your credit limit to be exceeded. You must notify us to revoke your permission to allow an Authorized User to use your Account or Card, and you must obtain any Card that has been given to the Authorized User. Until you revoke your permission and obtain any Card, you are responsible for all charges made by Authorized Users, including Balance Transfer Check and Cash Advance Check transactions, regardless of whether you intended to be responsible for those charges and you must obtain any Card that has been given to the Authorized Users. If you request additional Cards for Authorized Users, checks accessing this Account may also be included with the Card.

Authorized card manager

If you designate, and we accept your designation of, an Authorized Card Manager for your Account, you agree that we may accept any instructions or requests of the Authorized Card Manager regarding your Account, we may accept payments from the Authorized Card Manager, and we may provide any information concerning your Account to the Authorized Card Manager. We may, however, in our discretion, refuse any instruction or request from an Authorized Card Manager. You are responsible for any action taken by an Authorized Card Manager. An Authorized Card Manager may not incur new transactions on the Account unless the person is also an Authorized User.

Administrative charges

If you request photocopies of monthly billing statements, you will be charged $5 for each duplicate requested for each statement requested that is less than 25 months old. If the requested statement is 25 months or older you will be charged $10 for each requested statement. If you request any special services such as obtaining Cards on an expedited basis, you agree to pay our reasonable charges for such services, in effect at that time.

Default/collection costs

Unless otherwise prohibited by law, your Account will be in default and we may demand immediate payment of the entire amount you owe us if: 1) in any month we do not receive your Minimum Payment Due by the Payment Due Date; 2) you make Purchases, initiate Balance Transfers, use a Check, or obtain Cash Advances in excess of your credit line; 3) you fail to comply with this Agreement; 4) there is a filing for your bankruptcy; 5) you die or become incapacitated; or 6) we believe in good faith that the payment or performance of your obligations under this Agreement is impaired for any other reason. As permitted by applicable law, you agree to pay all collection expenses actually incurred by us in the collection of amounts you owe under this Agreement (including court or arbitration costs and the fees of any collection agency to which we refer your Account) and, in the event we refer your Account after your default to an attorney who is not our regularly salaried employee, you agree to pay the reasonable fees of such attorney. We will not be obligated to honor any attempted use of your Account if a default has occurred or we have determined to terminate your Account or limit your Account privileges (as discussed below).

Termination/we may suspend or close your account

We may suspend or close your Account or otherwise terminate your right to use your Account without prior notice. We may do this at any time and for any reason, including but not limited to, if there is a change to your creditworthiness or if your Account becomes inactive. You must return to us all Cards, Checks or other credit devices on the Account when we request. You agree that you will not try to make a Purchase, use a Check, initiate a Balance Transfer or obtain a Cash Advance after you have been notified that your privilege to use your Account has been closed. You may close your Account at any time. If you do, you must return to us all Cards and Checks previously issued on the Account. If you call us, we may require that you confirm your termination in writing. Your obligations under this Agreement continue even after the Account is closed. If your RMA, BSA, Card(s) or enrollment in the Program is canceled, you will have only 60 days following the effective date of Account and/or cards services termination to redeem outstanding Points for gift cards or merchandise. After 60 days, your outstanding points will be forfeited. UBS Bank USA reserves the right to close your Account without notice in the event your RMA or BSA is closed for any reason. In the event we close your UBS credit card Account, you will have only 60 days to redeem your outstanding Points for gift cards or merchandise.

Notices to you

Billing statements and notices will be sent to the address shown in our files. If this is a joint Account, we may send billing statements and notices to either of you. You promise to inform us promptly of any change in your e-mail address or your U.S. mail address by calling us at 1-800-762-1000. Or, you may contact your financial advisor for this request.

Skip payment program and other special terms

From time to time, we may let you skip or reduce one or more monthly payments during a year (interest will continue to accrue) or offer you other special features. If we do, we will advise you of the scope and duration of the applicable skip or special feature. When the skip or special feature ends, your regular terms will resume.

Changes to this agreement

We can change this Agreement, including the annual percentage rate and any fees, as permitted by applicable law. These changes may include the addition or deletion of provisions relating to your Account or to the nature, extent, and enforcement of the rights and obligations you or we may have under this Agreement. We will notify you of any change to the extent required by law. Any change, including any increase or decrease in your APRs, will become effective at the time stated in our notice and will apply to those balances, including new transactions, on your Account as described in our notice.

Credit information

You agree that we may request consumer credit reports from one or more credit reporting agencies in connection with your application and the review, administration and collection of your Account. You also authorize us to exchange credit information concerning you or your Account with (and answer questions and requests from) others, such as merchants, other lenders and credit reporting agencies. If you believe that an entry we have made on your credit report is inaccurate or incomplete, please contact the credit bureau directly or contact us at UBS Bank USA, Card Operations, 1000 Harbor Boulevard, 6th floor, Weehawken, NJ 07086. We will request your name; your Account number; the credit bureau where you received the credit report; a description of the error; and why you believe it is an error. We will promptly investigate, notify you of our findings, and send an update to the credit bureaus if warranted within 30 days.

Phone calls/electronic communications
In the regular course of our business, for quality control and archival purposes, we may monitor and record phone conversations made or received by our employees or our agents. Similarly, we may monitor and record e-mail or conversations on our website between you and our employees or agents. You agree that we will have such right with respect to all phone conversations, e-mail or conversations between you and our employees or agents, whether initiated by you or any of our employees or agents. You also agree that in connection with our collection (whether by us or by any agent of ours) of any amounts owed on the Account that: 1) telephone calls, from us or on our behalf, may be made: (a) to the telephone number(s) that you provided on the Account Application, (b) to any other telephone number(s) that you later provide to us, and/or (c) to any telephone number(s) that we are permitted by law to use to contact you; 2) these calls may be sent using automatic dialing equipment and/or include prerecorded messages; 3) other communications, including mobile text messages, may be sent to the same telephone number(s) (technology permitting); 4) you may be charged by your service provider for these calls in accordance with your service plan between you and your current telephone provider, but we pay any charges for sending text messages to you; 5) these calls and/or messages are not "unsolicited" calls for purposes of applicable law; and 6) except to the extent prohibited by applicable law, other communications, including, but not limited to, fax or telecopier, Internet, U.S. mail, and non-mobile email messages, may be sent to you.

Refusal to honor card
We are not responsible for refusals to honor your Card or Checks. And, except as otherwise required by applicable law or regulation, we will not be responsible for merchandise or services purchased or leased through use of your Account.

Irregular payments and delay in enforcement
We can accept late payments, partial payments, checks and money orders marked "Paid in Full" or language having the same effect without losing any of our rights under this Agreement, and such payments may be sent only to the following address: **UBS Bank USA—Card Services, P.O. Box 203219, Dallas, TX 75320-3219.** We can also delay enforcing our rights under this Agreement any number of times without losing them. The fact that we may at any time honor a Purchase, Check, Balance Transfer or Cash Advance in excess of your maximum credit line does not obligate us to do so again.

Our rights continue
Our failure or delay in exercising any of our rights under this Agreement does not mean that we are unable to exercise those rights later.

Payment allocation
Subject to any mandatory provisions of applicable law, in most instances, we will allocate any amount over your minimum payment to the highest APR balances first. Payments up to the minimum payment will be applied at our discretion, including to lower APR balances first.

Liability for unauthorized use of your account
If you notice the loss or theft or your credit card or a possible unauthorized use of your card, you should write to us immediately at the address listed on your bill, or call as at 1-800-762-1000. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed $50.

Right to assets at affiliates
In case of any default by you, we may request liquidation of, or encumber or hold, assets at any of our affiliates, in order to pay-off any balance on your Account.

Governing law
This Agreement, your Account, and the relationship between you and us will be governed by federal law and, to the extent that state law is applicable, the laws of the state of Utah, where we are located.

Inquiries or questions
You may address any inquiries or questions which you have about your Account to UBS Bank USA by calling us at 1-800-762-1000 or by writing to us at UBS Bank USA - Card Operations, 1000 Harbor Boulevard, 6th floor, Weehawken, NJ 07086. If you telephone us instead of writing, you may lose certain rights the law gives you to dispute billing errors (see Your Billing Rights).

Arbitration
At the election of either you or us, any claim, dispute or controversy (Claim) by either you or us against the other, or against the employees, agents or assigns of the other, arising from or relating in any way to this Agreement or your Account, or any transaction on your Account including (without limitation) Claims based on contract, tort (including intentional torts), fraud, agency, negligence, statutory or regulatory provisions or any other source of law and (except as specifically provided in this Agreement) Claims regarding the applicability of this arbitration clause or the validity of the entire Agreement, shall be resolved exclusively and finally by binding arbitration under the rules and procedures of the arbitration Administrator selected at the time the Claim is filed. The Administrator selection process is set forth below. For purposes of this provision, "you" includes any authorized user on the Account, and any of your agents, beneficiaries or assigns; and "we" or "us" includes our employees, parents, subsidiaries, affiliates, beneficiaries, agents and assigns, and to the extent included in a proceeding in which UBS Bank USA is a party, its service providers and marketing partners. Claims made and remedies sought as part of a class action, private attorney general or other representative action (hereafter all included in the term class action) are subject to arbitration on an individual basis, **not** on a class or representative basis.
Alternatively, you and we may pursue a Claim within the jurisdiction of a small claims court, **provided** that the action remains in that court, is made on behalf of or against you only and is **not** made part of a class action, private attorney general action or other representative or collective action. Further, you and we agree not to seek to enforce this arbitration provision, or otherwise commence arbitration based on the same claims in any action brought before the small claims court. The party initiating arbitration shall utilize the American Arbitration Association, www.adr.org, 1633 Broadway, 10th Floor, New York, New York 10019, 1-800-778-7879, to administer the arbitration (the Administrator). The Administrator provides information about arbitration, its arbitration rules and procedures, fee schedule and claims forms at its web site or by mail as set forth above. The Administrator will apply the rules and procedures in effect at the time the arbitration is filed. The Claim will be heard before a single arbitrator, whose authority is limited exclusively to the resolution of Claims between you and us and to providing an award effective only on behalf of you and/or us. The arbitration will not be consolidated with any other arbitration proceedings. The Administrator shall resolve each dispute in accordance with applicable law. If you commence arbitration, you must provide us the notice required by the Administrator's rules and procedures. The notice may be sent to us at UBS Bank USA Card Operations, 1000 Harbor Boulevard, 6th floor, Weehawken, NJ 07086. If we commence arbitration, we will provide you notice at your last known billing address. We agree

to honor your request to remove the action to a small claims court, **provided** that we receive the request within thirty days of the notice of commencement of arbitration. Any arbitration hearing at which you appear will take place at a location within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. Judgment upon any arbitration award may be entered in any court having jurisdiction. **No class actions joinder or consolidation of any Claim with a Claim of any other person or entity shall be allowable in arbitration, without the written consent of both you and us.** In the event that there is a dispute about whether limiting arbitration of the parties' dispute to non-class proceedings is enforceable under applicable law, then that question shall be resolved by litigation in a court rather than by the arbitrator; and to the extent it is determined that resolution of a Claim shall proceed on a class basis, it shall so proceed in a court of competent jurisdiction rather than in arbitration. We will pay, or reimburse you for, all fees or costs to the extent required by law or the rules of the arbitration Administrator. Whether or not required by law or such rules, if you prevail at arbitration on any Claim against us, we will reimburse you for any fees paid to the Administrator in connection with the arbitration proceedings. In addition, in any arbitration that you elect to file that could be heard in small claims court in your jurisdiction, we will pay the filing fees and other arbitration fees above the cost of filing in that small claims court. If you are required to advance any fees or costs to the arbitration Administrator, but you ask us to do so in your stead, we will consider and respond to your request. This arbitration agreement applies to all Claims now in existence or that may arise in the future except for Claims by or against any unaffiliated third party to whom ownership of your Account may be assigned, in which case this arbitration agreement will apply only if you or the third party chose arbitration. This arbitration agreement survives the termination of the Cardmember Agreement or the Account relationship, including your payment in full, and your filing of bankruptcy. Nothing in this Agreement shall be construed to prevent any party's use of (or advancement of any claims, defenses, or offsets in) bankruptcy or repossession, replevin, judicial foreclosure or any other prejudgment or provisional remedy relating to any collateral, security or property interests for contractual debts now or hereafter owed by either party to the other under this Agreement.

ARBITRATION WITH RESPECT TO A CLAIM IS BINDING AND NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION YOU AND WE WILL NOT HAVE THE RIGHTS THAT ARE PROVIDED IN COURT INCLUDING THE RIGHT TO A TRIAL BY JUDGE OR JURY AND THE RIGHT TO PARTICIPATE OR BE REPRESENTED IN PROCEEDINGS BROUGHT BY OTHERS SUCH AS CLASS ACTIONS OR SIMILAR PROCEEDINGS. IN ADDITION, THE RIGHT TO DISCOVERY AND THE RIGHT TO APPEAL ARE ALSO LIMITED OR ELIMINATED BY ARBITRATION. ALL OF THESE RIGHTS ARE WAIVED AND ALL CLAIMS MUST BE RESOLVED THROUGH ARBITRATION.

YOUR BILLING RIGHTS

Your billing rights: keep this document for future use

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

What to do if you find a mistake on your statement

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

UBS Bank USA - Card Operations
1000 Harbor Boulevard, 6th floor
Weehawken, NJ 07086

In your letter, give us the following information:

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

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

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

What will happen after we receive your letter

When we receive your letter, we must do two things:
1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

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

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

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

Your rights if you are dissatisfied with your credit card purchases

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

To use this right, all of the following must be true:
1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card Account do not qualify.
3. You must not yet have fully paid for the purchase.

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

UBS Bank USA - Disputes
P.O. Box 84040
Columbus, GA 31993-9982

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.