



## DISCLOSURES REQUIRED BY FEDERAL LAW

## 1. Interest Charges

a. Calculation Methods - Credit Purchases: \_\_\_G\_\_\_; Balance Transfer \_\_\_A\_\_\_; Cash Advance: \_\_\_A\_\_\_.

b. Periodic Rates used to compute Interest Charges - Credit Purchases: \_\_\_% per month; Balance Transfers: \_\_\_% per month; Cash Advances: \_\_\_% per month.

Corresponding ANNUAL PERCENTAGE RATES - Credit Purchases: \_\_\_%; Balance Transfer \_\_\_%; Cash Advance: \_\_\_%.

The Periodic Rates and corresponding Annual Percentage Rates will vary with the market based on the Prime Rate. The interest rates may increase or decrease if the highest rate of interest identified as the 'Prime Rate' in the 'Money Rates' column of the Wall Street Journal increases or decreases as of the 10th calendar day of the month. The Annual Percentage Rate will be equal to the Prime Rate plus a margin of: \_\_\_% for Credit Purchases; \_\_\_% for Balance Transfers; and \_\_\_% for Cash Advances, and then rounded to the nearest 0.010%.

The monthly Periodic Rate will be equal to the Annual Percentage Rate divided by twelve. The interest rate can change monthly on the 25th calendar day of any month in which the Prime Rate changes. For example, a new Prime Rate on March 10 means your rate will change on March 25. The Annual Percentage Rate will never be more than \_\_\_18.00\_\_\_%.

2. Transaction Fees - For Balance Transfers and Cash Advances a fee equal to the greater of \$5.00 or 2% of the Balance Transfer or Cash Advance will be imposed. A transaction fee may also be imposed by an ATM operator, not holding your account, or by any national, regional or local network used to complete a Cash Advance transaction.

3. OVERLIMIT CHARGES: Cardholder shall immediately pay the amount by which the total New Balance exceeds the maximum authorized credit. An Overlimit Charge equal to the greater of \$\_\_\_N/A\_\_\_, or \_\_\_N/A\_\_\_ % of the Amount overlimit, shall be imposed, not to exceed \$\_\_\_N/A\_\_\_ (For California accounts see, Sec. 9.)

## 4. ANNUAL FEE

a. A non-refundable Annual Fee of \$\_\_\_N/A\_\_\_ plus applicable taxes, shall be charged to your account, or

b. Using Plan \_\_\_N/A\_\_\_ (see Sec. 11) An Annual Fee/Interest Charge of \$\_\_\_N/A\_\_\_ plus applicable taxes shall be charged unless, for the time period analyzed, you charged more than \$\_\_\_N/A\_\_\_ or had more than \_\_\_N/A\_\_\_ transactions on your card

## 5. MINIMUM PAYMENT:

a. The minimum payment required is the New Balance shown on your statement if the amount is equal to or less than \$\_\_\_25.00\_\_\_

b. If the New Balance exceeds \$\_\_\_25.00\_\_\_ the minimum payment is \_\_\_2.00\_\_\_ % of that portion of the New Balance which does not exceed your credit limit (rounded up to the nearest dollar), or \$\_\_\_25.00\_\_\_, whichever is greater, plus the entire portion of the New Balance in excess of your credit limit, plus any amount past due.

6. LATE CHARGES: If the minimum required payment is not received within \_\_\_0\_\_\_ days after the Closing Date subsequent to the payment Due Date, a late charge of up to \$\_\_\_, or \_\_\_N/A\_\_\_ %, whichever is less, of the unpaid portion of the past due amount is imposed, but not to exceed \$\_\_\_.

7. The only Interest Charges assessed on your account other than those assessed by a periodic rate, will be transaction Interest Charges in connection with Cash Advances or Balance Transfers if part of your Plan. Transaction Interest Charges for each Cash Advance or Balance Transfer will be imposed on the date the Cash Advance or Balance Transfer was posted to your account. No grace period applies on any transaction Interest Charge imposed for Cash Advance or Balance Transfer.

8. Documentary stamp taxes as may be required by law shall be imposed on each Cash Advance at the time the loan is made.

9. The annual fee shall be treated as a Credit Purchase for purposes of calculating Interest Charges, unless prohibited by law.

10. In California a maximum of \$10 in Overlimit Fees may be imposed with respect to any charge that causes the outstanding balance to exceed the credit limit by \$500 or 120 percent, whichever is less. No more than one overlimit charge may be assessed within a single monthly billing cycle.

11. SECURITY: If you have other loans or credit extensions from Issuer, or take out other loans or credit extensions with Issuer in the future, collateral securing those loans or credit extensions will also secure your obligations under this agreement. However, unless you expressly agree otherwise, your household goods and dwelling will not secure your obligations under this agreement even if Issuer has, or later acquires, a security interest in the household goods or a mortgage on the dwelling. If you have executed a written agreement granting a security interest in any deposit accounts (checking, savings, or share accounts) or other funds held by Issuer to secure your obligations under this credit card plan, such accounts and/or funds are additional security for your obligations to Issuer arising from the use of your Card.

12. Annual Fee Plans: Your Annual Fee waiver analysis, under the Plan noted in Section 3.b. only includes the following transactions: Plan 1: Gross Sales; Plan 2: Gross Cash Advances; Plan 3: Net Sales; Plan 4: Net Cash Advance; Plan 5: Gross Sales plus Gross Cash Advance; Plan 6: Net Sales plus Net Cash Advance (Note: Time period analyzed shall be prior 12 month period; however, initial time period may be less than 12 months as it begins on the date you were notified of this program. Annual Fees shall not be waived for cardholders in default.)

## PERIODIC INTEREST CHARGE CALCULATIONS METHODS

You agree to pay interest at the rate(s) disclosed to you at the time you open your account and as may be changed from time to time in accordance with applicable law. The periodic Interest Charge Calculation Method applicable to your account for Cash Advances and Credit purchases of goods and services that you obtain through the use of your Card is specified in Section 1 on the Disclosure above and explained below:

Method A - Average Daily Balance (including current transactions). The Interest Charge on purchases begins from the date the transaction is posted to your account, and the Interest Charge on cash advances or balance transfers begins from the date you obtained the cash advance or balance transfer, or the first day of the billing cycle in which it is posted to your account, whichever is later. There is no grace period.

The Interest Charges for a billing cycle are computed by applying the monthly Periodic Rate to the "average daily balance" of your account. To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid Interest Charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Method E - Average Daily Balance (excluding current transactions). To avoid incurring an additional Interest Charge on the balance of purchases (and cash advances if Method E is specified as applicable to cash advances) reflected on your monthly statement, you must pay the New Balance shown on your monthly statement on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.

The Interest Charges for a billing cycle are computed by applying the monthly Periodic Rate to the "average daily balance" of purchases (and if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day and subtract any payments, credits, non-accruing fees, and unpaid Interest Charges. We do not add in new purchases or cash advances. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Method F - Average Daily Balance (including current transactions). To avoid incurring an additional Interest Charge on the beginning balance of cash advances (and purchases, if Method F is specified as applicable to purchases) reflected on your monthly statement, you must pay the Beginning Balance shown on your monthly statement on or before the Payment Due Date. No grace period is provided for current cycle transactions.

The Interest Charges for a billing cycle are computed by applying the monthly Periodic Rate to the "average daily balance" of cash advances (and if applicable, purchases). To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid Interest Charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Method G - Average Daily Balance (including current transactions). To avoid incurring an additional Interest Charge on the balance of purchases (and cash advances, if Method G is specified as applicable to cash advances) reflected on your monthly statement and, on any new purchases (and if applicable, cash advances) appearing on your next monthly statement you must pay the New Balance, shown on your monthly statement, on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.

The Interest Charges for a billing cycle are computed by applying the monthly Periodic Rate to the "average daily balance" of purchases (and if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid Interest Charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

## IMPORTANT NOTICES

\*SIGN SIGNATURE PANEL ON THE BACK OF CARD(S) IMMEDIATELY. CARD(S) MUST BE SIGNED TO BE VALID. \*DESTROY OLD CARD(S) NOW.

\*SAVE YOUR SALES SLIPS FOR COMPARISON WITH YOUR MONTHLY STATEMENT.

LOST OR STOLEN CARD CALL (866) 929-1901

## TERMS GOVERNING THE USE OF YOUR CARD

The person ("Cardholder") whose name is embossed on the face of the VISA ("Card") enclosed herewith, and each Cardholder, in the event more than one Card is enclosed herewith bearing the same account number, by signing or using said Card, receipt of which is acknowledged, agrees with the Issuer of the Card whose name is printed on the reverse ("Issuer") as follows:

A. Goods and services ("Credit Purchases") may be purchased or leased by means of such card by Cardholder from any retail business establishment ("Seller") who honors same upon the execution of a sales slip evidencing such Credit Purchases and bearing the account number of Cardholder embossed on the face of such Card. Additionally, VISA Cash Advances ("Loans") may be obtained through use of such Card (a) upon execution of a written request of Cardholder in a form furnished to Cardholder from any financial institution that is a member, alone or in association with others, of VISA U.S.A. Inc. and (b) upon execution of a written separate agreement with issuer for a VISA overdraft financing agreement, if offered by Issuer.

B. Cardholder shall be liable and agrees to pay Issuer for Credit Purchases made by, or for Loans extended to, Cardholder or anyone else using such Card unless the use of such Card is by a person other than the Cardholder (a) who does not have actual, implied or apparent authority for such use, and (b) from which Cardholder receives no benefit. Additionally, Cardholder shall be jointly and severally liable and agrees to pay for all Credit Purchases and Loans obtained through the use of any other Card bearing Cardholder's account number that has been issued to another person by reason of such person being a member of Cardholder's family, or otherwise issued upon Cardholder's request (all such Cards bearing the VISA account number hereinafter collectively called "Related Cards").

C. Cardholder agrees to pay to Issuer an annual membership fee (as stated in the Disclosures on the reverse) for participation in the Issuer's credit card plan. Such annual membership fee shall be imposed whether or not Cardholder uses the card to obtain credit purchases and loans. The membership fee shall be charged to Cardholder's account each year in the month of Issuer's choice. The membership fee is not refundable in the event of termination of the account by either Cardholder or Issuer unless otherwise provided for by law.

D. Each Card is the property of Issuer, is not transferable and must be surrendered upon demand. It can be canceled as well as repossessed by Issuer or its designee, and the privileges thereof revoked, at any time without prior notice.

E. Cardholder shall not use the card or permit the use of Related Cards to obtain Credit Purchases or Loans which will increase Cardholder's indebtedness to Issuer to an amount in excess of the limit established by Issuer.

F. All Credit Purchases and Loans are effected at the option of the Seller and Cash Advancing Financial Institution, respectively, and Issuer is not responsible for the refusal of any plan merchant or financial institution to honor the Card. Also, Issuer is not responsible for goods or services that Cardholder purchases with the Card unless: (a) the purchase was made in response to an advertisement Issuer sent or participated in sending Cardholder; or (b) the purchase cost more than \$50 and was made from a plan merchant in Cardholder's state or within 100 miles of Cardholder's home; and only if Cardholder has made a good faith attempt, but have been unable to obtain satisfaction from the plan merchant. Cardholder must resolve all other disputes directly with the plan merchant. Issuer does not warrant any merchandise or services purchased by Cardholder with the Card.

G. Issuer will send to Cardholder, at monthly intervals determined by Issuer, a statement reflecting for the prior monthly period all VISA Card and Related Card transactions. Such statement shall be deemed correct and accepted by Cardholder and all holders of Related Cards unless Issuer is notified to the contrary in writing within 60 days of mailing of such statement. Cardholder will pay such statement by remitting to Issuer within 25 days of the closing date reflected on the statement either the full amount billed or, at Cardholder's option, an installment equal to at least the required minimum payment stated in Section 4 on page 1 of this document.

H. Interest on Loans and Credit Purchases will be charged in accordance with the Interest Charge calculation method referred to in Section 1 of the Disclosures on page 1 of this document. The rate of interest shall be established by Issuer from time to time, but shall never exceed the maximum rate permitted by law. The current interest rate per annum is the Annual Percentage Rate set forth in Section 1 of the Disclosures on page 1 of this document.

I. If the card is canceled or surrendered is demanded by Issuer, or if Cardholder defaults in any payment due, or is deceased, bankrupt or insolvent, or any attachment or garnishment proceedings are initiated against Cardholder or his property, Issuer may elect to declare all amounts then owed to Issuer to be immediately due and payable without notice or demand of any kind. If Cardholder has other loans from Issuer, or takes out other loans with Issuer in the future, collateral securing those loans will also secure the Cardholder's obligations under this agreement. However, unless the Cardholder expressly agrees otherwise, the Cardholder's household goods and dwelling will not secure Cardholder's obligations under this agreement even if Issuer has or later acquires a security interest in the household goods or a mortgage on the dwelling. Cardholder agrees to pay all costs incurred by Issuer in collecting Cardholder's indebtedness or in enforcing this agreement, including reasonable attorney's fees and also those costs, expenses and attorney's fees incurred in appellate, bankruptcy and post-judgment proceedings, except to the extent such costs, fees or expenses are prohibited by law.

J. This agreement may be amended from time to time by Issuer by written notice mailed to Cardholder at Cardholder's last known address, subject to applicable law.

K. Except to the extent that Federal law is applicable, the validity, construction and enforcement of this agreement and all matters arising out of the issuance and use of the Card shall be governed by the laws of the state in which the principal office of Issuer is located.

L. Additional charges, plus applicable taxes, may also be assessed if you pay us with a check not honored by your financial institution, request a copy of a document, request a replacement card or use your card for a transaction at an automated teller machine, if such charges are not prohibited by law or regulation. No Interest Charge will be assessed on such additional charges.

M. Cardholder may be liable for the unauthorized use of the Card or Related Cards as provided in this paragraph. Unless Issuer can prove the Cardholder was negligent or committed fraud in the use or handling of the Card, the Cardholder will not be liable for any unauthorized use that occurs after the Issuer is notified, orally or in writing at: Credit Card Security Department, P.O. Box 2070, Fort Mill, SC 29716, Telephone Number (866) 929-1901.

If Cardholder has a consumer account or a business account, there is no limit to Cardholder's liability for any unauthorized use that occurs before Cardholder notifies Issuer as provided herein; the business or organization may only impose liability on its employees for unauthorized use of a card as authorized by federal law and regulation.

N. Cardholder agrees that Issuer, its agents or service companies may monitor and/or record any telephone communications with Cardholder.

O. Foreign Transactions; Currency Conversion. Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars. The conversion rate in dollars will be a rate selected by the card company from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the card company itself receives, or the government-mandated rate in effect for the applicable central processing date in each instance. All transactions processed outside of the United States (which may include internet transactions) will be charged a foreign transaction fee in the amount disclosed on Cardholder's Truth-in-Lending Statement or similar document (as amended from time to time).

P. Issuer shall have sole discretion in how payments are applied to Cardholder's account subject to applicable law. Issuer may accept checks marked "Payment in Full" or with words of similar effect without losing any of Issuer's rights to collect the full balance of Cardholder's account. Payments must be made to Issuer in US dollars drawn on a US financial institution.

Q. Issuer can reinvestigate and reevaluate any information Cardholder provided on Cardholder's credit application at any time, and in the course of doing so, Issuer may ask Cardholder for additional information, request credit bureau reports and/or otherwise verify Cardholder's current credit standing.

R. Cardholder agrees that Issuer may re-release information to others, such as credit bureaus, regarding the status and history of Cardholder's account. However, Issuer is not obligated to release any such information to anyone unless Issuer is required by law to do so.

S. Cardholder agrees that Cardholder's account shall be subject to all applicable rules and regulations of VISA U.S.A. Inc., as applicable, as well as all applicable laws. If there is any conflict between the provision of this Agreement and the rules and regulations of VISA U.S.A. Inc., the rules and regulations of VISA U.S.A. Inc. shall control. Your Visa Card may not be used for any illegal transaction(s).

T. Cardholder shall not use the Card or account to make or facilitate any illegal transactions as determined by applicable law; and that any such use will constitute an event of default under this Agreement. Issuer may decline any transaction that it believes to be illegal under applicable law, including but not limited to any transaction involving or relating to any gambling activity. Cardholder agrees that Issuer will have no liability or responsibility for any such use by Cardholder or any authorized user(s); or for declining any such transaction. Cardholder further agrees to indemnify and hold Issuer harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use. Cardholder promises to pay Issuer any and all amounts owing on the Card for any transactions made by Cardholder, even if the transaction is determined to be illegal.

U. Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by submitting a credit slip which will be posted to Cardholder's account. If the credits and payments exceed what Cardholder owes, the amount will be applied against future purchases and cash advances. If the credit balance amount is \$1 or more, it will be refunded upon Cardholder's written or verbal request.

V. From time to time the Issuer may offer a special rate applicable to certain transactions such as particular purchases (as defined by the Issuer), balance transfers, cash advances or purchases made by using Convenience Checks. Applicable terms and conditions will be disclosed at the time any such promotion is offered, and are incorporated into this agreement by reference. The promotional rate will apply only to the transactions and for the period of time set forth in any such offer from the Issuer. Existing balances and new purchases or advances not expressly subject to any such promotion will remain governed by the terms and conditions of this agreement. In addition, the terms and conditions of this agreement will govern Cardholder's obligations regarding any unpaid balance or transactions that are made subject to any such promotional offer, that are not fully paid within the time period set forth in such promotional offer.

W. The Issuer may offer Cardholder the opportunity to not make ("skip") a minimum payment during certain designated billing cycles ("skip payment period"). If Cardholder does not make minimum payments as provided in this agreement, during such designated billing cycles, Cardholder understands that Issuer will continue to apply finance charges to the account. Beginning with the billing cycle following an allowed skip payment period, all other provisions of this agreement will apply. The Issuer has no obligation to accept Cardholder's application for any skip payment period offered, and Cardholder authorizes Issuer to investigate Cardholder's creditworthiness including obtaining consumer credit reports. The Issuer may charge an application processing fee of up to \$50.00 for each skip payment period that issuer may offer to cover the costs of investigating Cardholder's qualifications for this extension including but not limited to the costs associated with researching Cardholder's creditworthiness.

X. If Cardholder elects debt protection, as set forth in the Cardholder's application, then the charges will be added to the account balance on each billing cycle, if the debt protection application is approved. Debt protection is voluntary and not required to obtain a credit card account with the Issuer. Cardholder has a right to terminate this debt protection at anytime by notifying the Issuer in writing.

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**YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE**

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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 the address(es) listed on your statement.

In your letter, give us the following information:

1. Your name and account number.
2. The dollar amount of the suspected error.
3. 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 the address(es) listed on your statement.

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.

