

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	11.99%
APR for Balance Transfers	11.99%
APR for Cash Advances	21.00%
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 Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore .

Fees	
Annual Fee	\$120
Transaction Fees	
• Balance Transfer	0% Balance Transfer Fee for six months. After that, either \$10 or 1% of the amount of each transfer, which ever is greater.
• Cash Advance	Either \$10 or 4% of the amount of each cash advance, which ever is greater.
• Foreign Transaction	1.5% of each transaction in U.S. dollars.
Penalty Fees	
• Late Payment	None
• Returned Payment	Up to \$35
• Over-the-credit limit	None

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)."

Important Information About Procedures for Opening a New Account. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. **What this means for you:** When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Terms and Conditions: The words "you" and "your" mean each person (as an individual) and all persons (as a group) applying as a Primary Applicant or Co-Applicant. You are applying for a credit card account provided by Pinnacle Bank, Nashville, TN, doing business as Apex Cardmember Services ("we," "us," and "our"). By applying, you certify and agree that:

- You are at least 18 years old;
- You received, read, and agree to all terms and conditions provided with this application;
- All information and documents provided with your application is true, correct, and complete and we may rely on it;
- You are asking us to issue credit cards for account access to you and each Authorized User that any of you designate;
- You agree to be responsible, individually and together, for account use by any of you and any Authorized User;

- You will read the Consumer Cardmember Agreement and its Account Opening Disclosures carefully before you use or allow anyone else to use any credit card account;
- We are allowed to verify your employment, income, address, and all other information about you with financial institutions, credit reporting agencies, employers, government agencies, and other third parties;
- We are authorized to use and disclose information about you, this application and any account we provide for our everyday business purposes, to the extent permitted by applicable law and as described in our Privacy Policy, including information we share with our service providers and other financial institutions to maintain and provide your credit card account;
- The obligations incurred with this credit card account are being incurred in the interest of your marriage or family, if you are married and living in a community property state; and

You agree that we may obtain consumer credit reports about you to review this application, and, if we open a credit card account for you, that we may obtain consumer credit reports about you in the future to review, update, renew, collect, and service your credit card account and for other purposes permitted by law. We will, if you request, tell you whether we obtained a consumer credit report about you and tell you the name and address of any consumer reporting agency that provided the report.

If we open a credit card account for you, you understand and agree that you will be subject to all terms and conditions described in our Consumer Cardmember Agreement, as amended from time to time, including but not limited to its terms related to account payments, rates and fees, change in terms, and arbitration. This Consumer Cardmember Agreement becomes effective the first time you or any Authorized User activates a Card or uses the Account in any way. You understand and agree that we may change the Consumer Cardmember Agreement and the rates, fees, and terms of your credit card account as allowed by law, after we give any notice and wait any time period that the law requires.

Military Lending Act: Certain members of the Armed Forces and their dependents ("Covered Borrowers") are protected by the Military Lending Act, 10 USC §987 ("MLA"). To hear important MLA disclosures and payment information for our credit card agreements, please call 1-844-860-0112.

Consent for Communications: By applying and providing your telephone number(s) and email address(es), you expressly authorize us and our agents and service providers to use any available written, electronic, or verbal means of contacting you for any purpose related to the servicing and collection of your accounts with us, for surveys and research, and for any other informational purpose related to your accounts with us (each, a "Communication"). You agree this authorization for Communications includes, but is not limited to, our use of manual calling methods, prerecorded or artificial voice messages, text messages, e-mail messages, and/or automatic telephone dialing systems. You agree that we and our agents and service providers may contact you for these Communications using any e-mail address or telephone number you provide, including a number for a cellular telephone or other wireless device, regardless of any charges you may incur as a result. We will not charge you for making a Communication, but your service provider may. You agree that we and our agents and service providers may monitor and record telephone calls about your credit card account to assure service quality or for other legitimate business reasons. You understand and agree that we and our agents and service providers may always communicate with you in any manner permitted by law that does not require your prior consent.

Notice of Negative Information Furnishing: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Notice to California Residents: An applicant, if married, may apply for a separate account. After credit approval, the Primary Applicant and any Co-Applicant shall each have the right to use the account to the extent of any established credit limit and each may be liable for all credit extended under the account.

Notice to Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Notice to New York Residents: You may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods.
NY State Dept of Financial Services: 1-800-342-3736 <http://www.dfs.ny.gov>.

Notice to Married Wisconsin Residents: Wisconsin law provides that no agreement, unilateral statement or court decree relative to marital property shall adversely affect a creditor's interest, unless prior to the time credit is granted the creditor is furnished a copy of the agreement, statement or decree, or has actual knowledge of the adverse provision. If any or both of you are married Wisconsin residents, each of you agree to provide us with your spouse's name and address at the following address within five (5) days of your application, so we can provide your spouse(s) with any notice required by Wisconsin law: Apex Cardmember Services, P.O. Box 332509, Murfreesboro, TN 37133.

Consumer Cardmember Agreement

This Consumer Cardmember Agreement applies to your revolving credit card account with Pinnacle Bank, Nashville, Tennessee, doing business as Apex Cardmember Services (the "Account"). The words "we," "us," and "our" mean Apex Cardmember Services, its agents, authorized representatives, successors, and assigns. The words "you" and "your" mean each person (as an individual) and all persons (as a group) who apply for the Account, who are responsible for paying the Account, or on whose behalf we issue a credit card or any other device for Account access (each, a "Card"). An "Authorized User" is a person any of you authorize or allow to use the Account or a Card, but who did not apply for the Account and who is not directly responsible for paying the Account. Other capitalized terms that are not defined here are generally defined with their first use in the Agreement or in the Glossary in Section 29.

1. Your Account Agreement and When It Becomes Effective

Our complete Account agreement with you (the "Agreement") is contained in and governed by:

- (A) this document, called the Consumer Cardmember Agreement;
- (B) all Account disclosures and terms provided to you before we opened the Account for your use, including the terms we disclosed when you applied for or accepted the Account, the disclosures we made in our Account Opening Disclosures, and any terms we provided in written materials accompanying your Card;
- (C) all other documents, disclosures and terms that relate specifically to your Account and its related features and services, including:

- **all rewards disclosures, if your Account has rewards;**
- **the Card benefits brochure that describes benefits provided by any payment card network displayed on your Card (each, a "Payment Card Network");**
- **the terms shown on periodic billing statements for your Account (each, a "Statement"); and**

(D) any future changes we make to any of these documents, as permitted or required by law.

Please read all of these materials carefully and keep them for future reference. You understand and agree that this Agreement becomes effective the first time you or any Authorized User activates a Card or uses the Account in any way. When the Agreement says that we "may" take an action, this means we are authorized to take that action in our sole discretion, subject only to the limitations or requirements that are established by law or by the express terms of this Agreement. We may make new offers to you in the future or forward offers from others that may interest you. If these offers have new or different terms, those terms will be provided with the offer. If you accept the offer, the previously disclosed terms in the Agreement will still apply, except as modified by the offer.

2. Your Promises To Us

You promise to do everything the Agreement requires of you, so long as your Account has an unpaid balance, remains open to future transactions, or both. Each of you and all of you promise, individually and together, to pay us all amounts due on your Account, now and in the future. This promise applies any time the Account is used by any of you or by any Authorized User. This promise includes amounts where you or any Authorized User use the Account or a Card for a transaction with a merchant or financial institution, but are not required to sign the purchase slip or other sales transaction documents. If you or an Authorized User use your Card number without presenting the Card itself (such as for mail, telephone or Internet purchases), these transactions will be treated as if you or the Authorized User used the Card in person. The amounts you promise to pay in connection with your Account includes all Account transactions in each Balance Category that are made by any of you and any Authorized User, plus all Fees and all Interest Charges, as described in the Agreement.

3. Required Account Information

We must have complete, current and valid information about you to provide your Account (including names, addresses; telephone numbers; dates of birth; employment and income information, Social Security numbers, or other government identification numbers). We may also ask you for similar information about any Authorized Users on your account. You must tell us when this information changes. To do this, contact us in writing at the address shown on your most recent Statement, use the appropriate area of any Account web site we maintain for this purpose, or call us at the customer service telephone number shown on your most recent Statement or on the back of your Card. We may require that you provide additional documents that are acceptable to us so that we can verify this information and any changes. We may restrict or close your Account, if we are unable to verify your information or you do not provide the additional information we request.

4. Using Your Account and Card

You and your Authorized Users are allowed to use your Card and the Account to make Purchases and to obtain Cash Advances, Balance Transfers, and Promotional Offers, as permitted by this Agreement and applicable law. You agree to sign the Card immediately after you receive it. The Card is valid through the expiration date shown on the front. The Card is our property and you agree to return it to us or destroy it, if we ask. You agree to take reasonable steps to prevent unauthorized use of your Card and Account. If you allow someone else to use your Card, you are responsible for all Account transactions made by that person and all of the associated Fees and Interest Charges, except to the extent prohibited by law.

We may provide you with a personal identification number ("PIN") for use with certain types of Card transactions. The PIN may be required to obtain Cash Advances from certain automated teller machines, or to make Purchases from certain types of merchants at point of sale devices, if the Payment Card Network shown on your Card is the same as the one shown on these machines and devices. You should keep your PIN secure and not write it down, give it to anyone else, or keep it with your Card. You must contact us immediately if you lose your Card and believe someone has gained unauthorized access to your PIN.

We reserve the right to not allow specific Account transactions, to suspend Account use, or to close the Account, at any time, for any reason, and without advance notice, unless we are expressly required by law to notify you and wait any period of time before taking these actions. We may limit the combined dollar amount or the total number of certain Account transactions, such as Cash Advances, that are allowed during a single day or other time periods. We may restrict your Account transactions and the availability of your Account credit, to protect you and us against potential fraud, unauthorized transactions, Account misconduct or misuse, or for our risk management and business reasons. From time to time, Account services may be unavailable to you and your Authorized Users, due to circumstances beyond our control, such as system failures, fires, floods, natural disasters or other unpredictable events. If any of these events happens, we will not be responsible or liable to you.

You agree not to use, try to use, or permit use of a Card or the Account for any Internet gambling transactions or any other transactions that are illegal or not permitted by us. If this happens, you must still pay us for these transactions and they remain subject to all other terms of our Agreement. You must reimburse us and the Payment Card Network for all damages and expenses associated with these transactions. You may not use the Account to conduct transactions in any country or territory, or with any individual or entity, that is the subject of economic sanctions that are enforced and administered by the Office of Foreign Assets Control ("OFAC") in the U.S. Department of the Treasury. We may block use of the Card and Account in these countries and territories or with these individuals or entities.

5. Authorized Users

We may limit an Authorized User's ability to initiate certain Account transactions. If we do, we will tell you about these limitations before we add any new Authorized User on your Account. You are responsible for any use of a Card or the Account by each Authorized User, as well as anyone else you or they allow to use your Account or a Card. This will be true, even if you did not want or agree to the use. If you want to remove an Authorized User from the Account, you must contact us at the customer service telephone number or address shown on your most recent Statement and request their removal. You agree that we have a reasonable amount of time after your request to research your Account information and remove an Authorized User. You must immediately destroy all Cards in the Authorized User's possession and cancel all of their billing arrangements to the Account.

We will not do this for you. During this time, you are still responsible for paying all amounts they may charge to the Account, even if these amounts do not appear on the Account until later. An Authorized User may remove themselves from the Account at any time, upon request. We may close your existing Account, or issue a new Card with a new Account number, after an Authorized User is removed.

6. Statements and Billing Cycles

The documents or information your Statement includes after each Billing Cycle will disclose important information about your Account, including your Account transactions in each Balance Category, Account payments, Fees, Interest Charges, unpaid Account balances, and payment requirements. The amount of time between your regular Statements is generally equal (approximately 30 days), but may vary slightly in length from Billing Cycle to Billing Cycle. Your first Billing Cycle may be more or less than 30 days. You must pay any Minimum Interest Charge and any Fees due after your first Billing Cycle, even if it is for a period less than 30 days. Your Statements disclose the specific length of each Billing Cycle. Your Account will continue to have Billing Cycles, even if a Statement is not required after any Billing Cycle. We will send a single Statement to one of you for all Cards on your Account, except when the law does not require or permit us to send a Statement to any of you. You agree that we may send Statements to the first one of you named in our Account records, unless we agree or decide to change this after the Account is opened.

7. Disputed Transactions; Lost or Stolen Cards; Unauthorized Use

You must promptly inspect each Statement you receive and tell us about any errors or questions you have, as described in the "Billing Rights" section of your Statement and this Agreement. If you do not notify us as provided in these disclosures, you agree that we may assume that all information in the Statement is correct. You must take reasonable steps to prevent the unauthorized use of your Card and Account. If you notice the loss or theft of your Card, or a possible unauthorized use of your Card, you should write to us immediately at the address provided on your Statement or call us at the telephone number provided on your Statement. 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 (or any lesser amount required by law or as provided under the express terms of a benefit provided by a Payment Card Network). If we reimburse your Account for unauthorized charges made using your Card, you agree to help us investigate, pursue and obtain reimbursement from the wrongdoer. Your help includes giving us documents that we reasonably request, in a form that is acceptable to us.

8. Credit Limits

We will disclose information about the credit limits that apply to your Account when we open it. Your Statements will also disclose information about your Account credit limit. We may assign different credit limits for the different Balance Categories of your Account. For example, the credit limit we assign for Cash Advances, Balance Transfers, or Promotional Offers may be lower than your credit limit for Purchases or the overall credit limit of your Account. We may raise, lower, restrict, or cancel the credit limit that applies to any Balance Category or the Account itself at any time and for any reason, subject to any notices that are required by law. This will not affect your obligation to pay us. You must keep track of your Account balances and available credit. You agree not to allow your Account to go over any credit limit. We may honor transactions above your credit limits, but, if we do, this will not increase your credit limit and you must pay us the full amount of these transactions.

9. Balance Transfers

We may allow you to transfer balances to the Account that you owe to other creditors or financial institutions, subject to any minimum Balance Transfer amount we disclose and any credit limit amount we make available for Balance Transfers. You may not ask us to process a Balance Transfer for any amount you already owe to us, unless we give you our express permission to do so. All Balance Transfers are subject to our approval. We will not process a Balance Transfer request we consider incomplete or illegible. You may use only the devices and methods we have approved for Balance Transfers. If we do not approve the full amount of any Balance Transfer you request, we may process part of the amount you request as a Balance Transfer or decline the entire request. We are not liable to you if we do not process part or all of any Balance Transfer you request. We may make Balance Transfers in any order we choose.

You agree not to request a Balance Transfer for any amount that is or may be the subject of any dispute between you and any other creditor or financial institution. If you do, you understand this may prevent you from exercising your dispute rights against other creditors and financial institutions. We are not liable to you for disputes you may have with other creditors and financial institutions. If you request a Balance Transfer, you agree to monitor your other accounts and continue making the minimum payments due on these accounts, until your other creditor or financial institution provides an account statement that shows the balance of your other account has been paid in full. This may not happen until after the Balance Transfer appears on a Statement from us. You are liable for any late payments, finance charges or disputed amounts on your other accounts. If you want your other accounts closed following a balance transfer, you must instruct your other creditor or financial institution to do so. We will not do this for you.

10. Interest Charges

We will charge Interest Charges to your Account as described in the Agreement, including your Account Opening Disclosures and Statements.

The Account Opening Disclosures provide important information about the Interest Charges that apply to your Account. Your Account Opening Disclosures describe your Minimum Interest Charges, the Annual Percentage Rates ("APR") and corresponding Daily Periodic Rates for each Balance Category, and which APRs may vary from Billing Cycle to Billing Cycle based on changes to a published index rate. Your Account Opening Disclosures also identify the index rate, and the margins we add to that index rate, when we determine any variable APRs for your Account.

We calculate the Interest Charges on your Account by applying a Daily Periodic Rate to the "Average Daily Balance" of each Balance Category in your Account. We multiply the results for each Balance Category by the number of days in the Billing Cycle. This gives us the total Interest Charges for that Billing Cycle.

The "Daily Periodic Rate" is a daily interest rate. The Daily Periodic Rate for a given Balance Category is equal to the Annual Percentage Rate for that Balance Category divided by 365.

We calculate the "Average Daily Balance" for each Balance Category. We do this by starting with the beginning amount of that Balance Category for each day, including any billed and unpaid Account transactions, Interest Charges and Fees for that Balance Category. We add any new Account transactions, Fees, and debits for that day, and subtract any payments and credits. This gives us the "Daily Balance" for each Balance Category. We calculate the "Average Daily Balance" for each Balance Category by adding all the Daily Balances for each day in the Billing Cycle, and then dividing by the total number of days in the Billing Cycle. This gives us the Average Daily Balance for each Balance Category (including current transactions).

If you must pay a Fee for a specific type of Account transaction, we will add these Fees on the same day and to the same Daily Balance as the Account transaction. These types of Fees include Cash Advance Fees, Balance Transfer Fees, and Foreign Transaction Fees for Purchases and Cash Advances. If you must pay a Fee that is not for a specific type of Account transaction, we add these Fees to the Daily Balance of Purchases that are subject to the standard APR as of the day you incur the Fee or the last day of the Billing Cycle during which you incurred the Fee. These types of Fees include Late Payment Fees, Returned Payment Fees, Copy Fees, Card Replacement Fees, and Rush Card Fees.

If you pay the New Balance in full after each Billing Cycle by the due date shown on the Statement for that Billing Cycle, we will not make you pay Interest Charges on the Purchases made during the Billing Cycle shown on that

Statement. This is called a grace period. If you do not take advantage of the grace period, we will charge Interest Charges starting on the day you made the Purchase. If you do not pay the full New Balance after any Billing Cycle by the due date shown on the Statement for that Billing Cycle, you will lose your grace period until you pay your full New Balance on time for two months in a row. You must pay Interest Charges on Cash Advances and on Balance Transfers from the date you obtain them, because there is no grace period for Cash Advances or Balance Transfers. You must pay Interest Charges on Promotional Offers from the date we disclose when we make the Promotional Offer. We may describe these Promotional Offers in your Account Opening Disclosures and other written materials we provide when opening your Account. After opening your Account, we will describe these Promotional Offers in your Statement or other promotional materials we may provide from time to time. You must pay Interest Charges on each unpaid amount until it is paid in full. Interest Charges are added to the proper Balance Category of your Account.

11. Fees

You promise to pay the following Fees that we charge to your Account, in the amounts shown on your Account Opening Disclosures or this section of the Agreement.

Cash Advance Fee: Each time you obtain a Cash Advance, we will charge the Cash Advance Fee shown in your Account Opening Disclosures.

Balance Transfer Fee: Each time you obtain a Balance Transfer, we will charge the Balance Transfer Fee shown in your Account Opening Disclosures.

Foreign Transaction Fee: Each time you make a Purchase or obtain a Cash Advance in a currency other than U.S. dollars or in a country outside the United States, we will charge the Foreign Transaction Fee shown in your Account Opening Disclosures.

Late Payment Fee: If you do not pay at least the Minimum Payment by its due date, we will charge a Late Payment Fee of \$25 to your Account. If you are late more than once in a six month period, the amount of your Late Payment Fee will increase to \$35. If you make on-time payments for six months, the Late Payment Fee will return to \$25.

Returned Payment Fee: If any form of Account payment is not paid for any reason by your depository institution or financial services provider, we will charge a Returned Payment Fee of \$25 to your Account. We may charge this Returned Payment Fee if an Account payment is returned unpaid by your depository institution or financial services provider, even if that institution or provider later allows this payment. If an Account payment is returned unpaid more than once in a six month period, the amount of your Returned Payment Fee will increase to \$35. If none of your Account payments are returned unpaid for six months, the Returned Payment Fee will return to \$25.

Rush Card Fee: If you ask us to expedite our delivery of a Card when we open your Account or at any time after that, we will charge a Rush Card Fee of \$30 to your Account.

Card Replacement Fee: If you ask us to issue a Card as a replacement for a lost or stolen Card, we may charge a Card Replacement Fee of \$30 to your Account.

Copy Fee: We may charge you a Copy Fee of \$6.00 to your Account for each copy of a transaction document or a Statement you request, unless they are required to resolve a billing dispute.

12. Transactions Made in Foreign Currencies

If an Account transaction is in a foreign currency, the Payment Card Network (such as Visa U.S.A. Inc. or MasterCard International) will convert the transaction into U.S. dollars. The Payment Card Network will use its own currency conversion procedures that are in effect when the Payment Card Network processes the transaction. The exchange rate used by the Payment Card Network may be a government-mandated exchange rate or may be based on a range of rates available in the wholesale currency markets as of the processing date (which may be different from the rate the Payment Card Network receives). The conversion rate that is in effect on the processing date may be different than the rate that is in effect on the transaction or posting date.

13. Minimum Payments

As of the last day of each Billing Cycle, we will determine the Minimum Payment due for your Account and disclose it on your Statement for that Billing Cycle. The Minimum Payment you must pay by the due date after each Billing Cycle will include all past due and overlimit amounts for your Account, plus the greater of: (a) \$25.00 or any lesser amount that would pay the New Balance in full; (b) 2.0% of the New Balance; or (c) 1.0% of the New Balance, plus all Interest Charges and any Late Payment Fees due for the Billing Cycle shown on your Statement. We may round the Minimum Payment up to the nearest whole dollar amount. We may also require you to make immediate payment of your entire New Balance if an event of default occurs as described in the Agreement. To avoid a Late Payment Fee, you must pay us at least this Minimum Payment by the due date shown on the Statement. In addition to the Minimum Payment, you may pay all or part of the total balance of your Account at any time. You must still pay at least the Minimum Payment after each Billing Cycle, even if you paid more than the Minimum Payment due for any previous Billing Cycle.

14. Making Payments

Your payments to us must be in U.S. dollars from a U.S. deposit account and must otherwise be acceptable to us. We do not accept cash payments through the mail. You may not make Account payments with funds borrowed from your Account or any other credit account with us. You agree to follow the payment requirements we disclose on Statements from time to time. Any in-person payment that we accept from you at one of our branch offices before its closing time will be credited to your Account on the day we receive it. Any payment method that we promote, such as payments you authorize by electronic fund transfer, will be credited to your Account on the day we receive it. Mailed payments must

be mailed to us at the address for payments shown on your Statement, unless we expressly instruct you to make payments at a different address. A mailed payment will be credited to your Account on the day we receive it, if you send the payment coupon from your Statement in the same envelope with your payment or you include your Account number on your payment, and your payment arrives at the address we specify no later than the due date indicated on your Statement. If your due date falls on a day when we do not receive payments, any payment we receive the next day that conforms to these payment requirements will not be treated as late. Please allow at least five (5) days for postal delivery. Unless we or our agents specifically instruct you to make payment in a different manner, payments received at any other location or in any other form may not be credited for up to five (5) days. This may cause you to be charged Late Payment Fees and additional Interest Charges. We may refuse to accept any payment made by someone else for your Account. If we accept a payment made by someone else for your Account, you will be responsible for the payment made, even if that payment is rejected or not paid.

15. How We Apply Your Payments

We apply your payment of a Minimum Payment to the Balance Categories with lower Annual Percentage Rates before the Balance Categories with higher Annual Percentage Rates. We apply any portion of a payment that exceeds your Minimum Payment to the Balance Categories with higher Annual Percentage Rates before the Balance Categories with lower Annual Percentage Rates, except as otherwise required by law.

16. Payment Processing; Items with Restrictive Conditions or Instructions

We may accept and process payments without losing any of our rights. Even if we apply a payment to your Account, we may delay the availability of credit in your Account until we confirm your payment has cleared. We may resubmit and electronically collect returned payments. We may also adjust your Account as necessary to correct errors, to process returned and reversed payments, and to handle similar issues.

An "Item" means a check, draft, money order or other negotiable instrument you use to pay your Account. This includes any image of these instruments. When you provide an Item as payment, you authorize us either to use information from your Item to make a one time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your Item to make an electronic funds transfer, funds may be withdrawn from your deposit account as soon as the same day your payment is received and you will not receive your Item back from your financial institution. You may contact us and ask that we not process your future Items in this way. If we process the payment as a check transaction, you understand and agree that we may convert your Item into an electronic image that can be collected from your depository institution as a substitute check. We will not be responsible if an Item you provide has physical features that, when imaged, result in it not being processed as you intended.

Any Item that has restrictive words, conditions, limitations or special instructions (including Items marked with the words "Paid in Full" or similar language), and all accompanying communications, must be mailed to us at 214 West College Street, Murfreesboro TN 37130, attention: Cardmember Services. If you make your payment or send any accompanying communications to any other address, we may accept and process the payment, without losing any of our rights.

17. Credit Balances

We may reject and return to you any payment that creates a credit balance on your Account. Any credit balance we allow will not be available until we confirm that your payment has cleared. If we allow a credit balance after receiving a payment that exceeds the New Balance, this will not increase the credit limit of your Account and we will have no duty to authorize Account transactions that would exceed your Account's credit limit. We may, at our option, reduce the amount of any credit balance by any new amounts billed to your Account. You may contact us as provided on your Statement and request a refund of any available credit balance. If you contact us in writing, we will refund your credit balance within seven (7) business days from our receipt of your written request. A business day means any day in which our offices are open for the processing of Account payments and credits.

18. Account Default and Remedies

We may consider you in default of your Agreement with us if:

- (1) you do not make at least the Minimum Payment due after a Billing Cycle by its due date;
- (2) any payment you make or attempt is rejected, not paid or cannot be processed;
- (3) you exceed an assigned credit limit;
- (4) a bankruptcy or other insolvency proceeding is filed by or against you;
- (5) you die or are legally declared incompetent or incapacitated;
- (6) we determine that you made a false, incomplete or misleading statement on any of your Account documentation, or you otherwise tried to defraud us;
- (7) you do not comply with any term of this Agreement or any other agreement with us; or
- (8) you permanently reside outside the United States.

Paying the Interest Charges and Fees charged in connection with a default will not, by itself, cure the default. Unless the law requires us to notify you and wait before we may take action, you understand and agree that we may, after any

event of default and without advance notice to you, take any one or more of the following actions:

- (A) close or suspend your Account;
- (B) lower your credit limits;
- (C) increase your Minimum Payment;
- (D) demand that you immediately pay the entire balance owing on your Account;
- (E) continue to charge you Interest Charges and Fees as long as your balances remain outstanding; and/or
- (F) exercise any rights and remedies that the law allows to creditors following a default, which includes to filing of a lawsuit against you.

You agree to pay us all of our collection expenses to the extent permitted by applicable law, including but not limited to reasonable attorney's fees that we incur after referring your Account to an attorney who is not our salaried employee.

19. Communications

You expressly authorize us and our agents and service providers to use any available written, electronic, or verbal means of contacting you for any purpose related to the servicing and collection of your Account and for any other informational purpose related to your Account (each, a "Communication"). You agree this authorization for Communications includes, but is not limited to, our use of manual calling methods, prerecorded or artificial voice messages, text messages, email messages, and/or automatic telephone dialing systems. You agree that we and our agents and service providers may contact you for these Communications using any email address or telephone number you provide, including a number for a cellular telephone or other wireless device, regardless of any charges you may incur as a result. We will not charge you for making a Communication, but your service provider may. You agree that we and our agents and service providers may monitor and record telephone calls about your credit card account to assure service quality or for other legitimate business reasons. You understand and agree that we and our agents and service providers may always communicate with you in any manner permitted by law that does not require your prior consent.

20. Credit Reports

We may provide information about you and the Account to consumer credit reporting agencies. We may also provide information about you and the Account to others as described in our privacy notices. Information we provide about the Account may appear on credit reports about you and Authorized Users. This could include negative information, if you do not comply with the terms of this Agreement. We may obtain and use credit and income information about you from consumer credit reporting agencies and others, as the law allows.

If you believe we have reported inaccurate information about you to a credit reporting agency, notify us in writing at: Cardmember Services, P.O. Box 332509, Murfreesboro, TN 37133 In doing so, identify yourself, your Account, the information you believe is inaccurate, and tell us why you believe the information is incorrect. If you have supporting documents or information, such as a copy of a credit report that includes information you believe is inaccurate, please send us the supporting documents and information, too.

21. Closing or Suspending Your Account

You may ask us to close your Account by calling or writing us at the address for customer service as described on your Statement. If you do, we may provide you with additional details about this process and request certain information from you, including payment information. If a Card is used or charges post to your Account after you ask us to close it, we may keep your Account open or reopen it. We may close or suspend your Account and your right to obtain credit from us. We may do this at any time and for any reason, as permitted by law, even if you are not in default. A suspension of your Account might be permanent or temporary. If your Account is closed or suspended for any reason, you and all Authorized users must stop using your Card immediately. You must also cancel all recurring charges or similar billing arrangements connected with the Account. We will not do this for you. If we close or permanently suspend your Account, you must also destroy all Cards. You must still pay us all amounts you owe on the Account, even if these amounts are charged after your Account is closed or suspended.

22. Changes to Your Agreement

You may not change the Agreement, unless one of our authorized officers expressly agrees to do so in a signed writing. We may, at any time, add, delete or change any term of this Agreement, unless the law prohibits us from doing so. We will give you any notice and wait any time period that the law requires before changing the Agreement and Account terms. If we notify you of changes, we will send you a separate notice or inform you on your Statement. We may send this notice to you electronically, as permitted by law. Our notice will tell you when and how the changes will take effect and describe any rights you have in connection with the changes. You understand that any variable APRs associated with your Account can increase or decrease in each Billing Cycle, as the published index for these rates goes up or down. If we increase your Interest Charges for any other reason, we will notify you in advance and inform you of your options, including any right to reject these changes. If we increase your Fees or change other significant Account terms, we will also notify you in writing and inform you of your options, including any right to reject these changes. After the first year of the Account, we may increase your Fees and the Interest Charges for new Account transactions. We may change any other terms of your Account at any time, after we give you any notice and wait any time period required by law.

23. The Law that Applies to Your Agreement; Statute of Limitations

We make decisions to grant credit, open Accounts, and issue Cards from our offices in Tennessee. The interpretation and enforcement of this Agreement (including the exportation of interest) shall be governed by Tennessee law and, to the extent federal law applies, federal law, without regard to conflict of law principles. If any part of this Agreement is found to be unenforceable or invalid, the remaining parts will remain in effect. You waive any applicable statute of limitations, to the extent allowed by law. If the law does not allow the waiver of any applicable statute of limitations, you agree that the statute of limitations period for all purposes of this Agreement (including the right to collect debt) will be the longer of the limitation period provided under Tennessee law or the limitation period under the law of the jurisdiction where you live.

24. Waiver

We will not lose any of our rights if we delay taking any action for any reason or if we do not notify you. For example, we may waive your Interest Charges or Fees without notifying you and without losing our right to charge them in the future. We may always enforce our rights later and may take other actions not listed in this Agreement if the law allows them. You do not have to receive notice from us of any waiver, delay, demand or dishonor. We may proceed against you before proceeding against someone else.

25. Assignment

This Agreement will be binding on, and benefit, any of your and our successors and assigns. You may not transfer your Account or your Agreement to someone else without our written permission. We may transfer your Account, our rights and responsibilities under this Agreement, and/or the unpaid balances of your Account to another company or person at any time, without your permission and without advance notice to you. If this happens, any such company or person will take our place under this Agreement. You must pay them and perform all of your obligations to them and not us. If you pay us after you are informed or learn that we have transferred your Account or this Agreement, we can handle your payment in any way we think is reasonable. This includes returning the payment to you or forwarding the payment to the other company or person.

26. Warranties; Merchant Refunds

We make no warranties to you about any goods or services you may purchase from others using your Account or Card. Except as otherwise provided in the "Billing Rights" section below, we are not responsible to you for any claim you may have related to the goods or services you purchase with a Card. If you are entitled to a refund for goods and services you purchased with a Card, you agree that we may process these refunds as credits to the Balance Category for Purchases. You understand and agree that we have no control over when a merchant initiates a refund. You agree that we have a reasonable amount of time after we receive your refund to process it.

27. Military Lending Act

Certain members of the Armed Forces and their dependents ("Covered Borrowers") are protected by the Military Lending Act, 10 U.S.C. §987, and its implementing regulations, 32 C.F.R. Part 232 ("MLA"). This section applies to only to Covered Borrowers. If you want more information about whether this section applies to you, please contact us at (844) 860-0112.

Statement of MAPR: Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an Annual Percentage Rate of 36%. This rate must include, as applicable to the credit transaction or account: (1) the costs associated with credit insurance premiums; (2) fees for ancillary products sold in connection with the credit transaction; (3) any application fee charge (other than certain application fees for specified credit transactions or accounts); and (4) any participation fee charged (other than certain participation fees for a credit card account).

Oral Disclosures: To hear important MLA disclosures and payment information provided in this Agreement, please call (844) 860-0112.

Covered Borrower. If you are a Covered Borrower as defined by the MLA, any waiver of your right to legal recourse under any state or federal law, and any other provision in this Agreement that is unenforceable against you under the MLA, does not apply to you.

28. Arbitration

The following arbitration provision, including its jury trial waiver, does not apply to you if you are a Covered Borrower and your Account is subject to the MLA.

(A) Mandatory Arbitration of Disputes: The "Arbitration Contract" means the provisions of this Section 28. In the Arbitration Contract, a "Party" means you, any Authorized User, or us (individually) and the "Parties" includes you, all

Authorized Users, and us (as a group). Any "Dispute" must, at the election of either Party, be resolved by a neutral, binding arbitration and not by a court of law, unless the Agreement states otherwise. A "Dispute" means any action, dispute, claim or controversy of any kind that is in any way related to: (i) the marketing, origination, servicing, collecting, or reporting of the Account ; (ii) any part or all of the Agreement, including its Arbitration Contract and the arbitrability of any issue, except that only an appropriate court is allowed, if necessary, to determine whether you or we waived any right to bring or participate in a class action under sub-paragraph (E); or (iii) any other aspect of your or our past, present, or future relationship or conduct.

(B) Facts About Arbitration: Arbitration is a process in which a neutral arbitrator decides a dispute, instead of a judge or jury. Arbitration proceedings are private and less formal than court trials. Each side has an opportunity to present some evidence to the arbitrator. Your ability and our ability to discover details may be limited. Other rights that the Parties might have in court may not be available in arbitration. An arbitrator issues an award. A court may then enforce the arbitrator's award like a court judgment. A court rarely overturns an arbitrator's decision.

(C) Rules: A Party must give every other Party written notice of any Dispute. Notice of a Dispute must be sent to us by first class mail at the address we provided for billing errors on your most recent Statement. Notice of a Dispute must be sent to you by first class mail at the most recent mailing address we maintain for you in our business records. If a Party elects to have a Dispute resolved by arbitration, that Party's notice to the other Party must describe the nature and factual basis of the Dispute, the names and addresses of all other Parties, the amount involved, and the specific relief requested. The Party that responds to such a notice may answer and set forth any counterclaims. The arbitration will be conducted by one neutral and impartial arbitrator mutually agreed upon by the Parties. The arbitrator must be an attorney or a retired judge. If the Parties cannot agree on an arbitrator, the Parties agree that a court may appoint an arbitrator in accordance with the Federal Arbitration Act (9 U.S.C. §1 *et seq.*; the "FAA"). The arbitration must be conducted in the federal judicial district where you live at the time of the arbitration, unless the Parties agree to have the arbitration conducted in another location. The arbitrator may conduct all necessary preliminary proceedings, provide for the exchange of information and/or discovery, and set the time, date and place of any hearing, after reasonable notice to and consultation with the Parties. The award shall be issued without a written opinion no later than 30 days from the date any hearing is completed.

(D) Standards and Law: The Parties agree that the Agreement and the Account involve interstate commerce and that this Arbitration Contract is governed by the FAA. The arbitrator shall apply applicable substantive law, statutes of limitation, and honor claims of privilege that are recognized by law. Judgment based on any arbitrator's award may be entered by any court with competent jurisdiction.

(E) Class Action Waiver: The Parties agree to give up: (i) any right they may have to bring a class action lawsuit or class arbitration, or to participate in a class action lawsuit or class arbitration as a claimant; (ii) any right to consolidate or join any arbitration proceeding with the arbitration of others; and (iii) any right to serve as a private attorney general. If a court of competent jurisdiction determines that this sub-paragraph (D) is illegal, invalid, or unenforceable, the Parties agree that this Arbitration Contract shall be void in its entirety.

(F) Jury Trial Waiver: If either Party chooses to have a Dispute resolved by arbitration, the Parties agree that there will be no right have that Dispute tried in any court and there will be no right to have a jury trial of that Dispute.

(G) Fees and Costs: If you file for arbitration first, you will pay the first \$250 of the arbitrator's fees and expenses and we will pay any additional fees or expenses of the arbitrator. We will pay all of the arbitrator's fees and expenses if we file arbitration first. The Parties shall be responsible for paying their own attorneys' fees in connection with any arbitration, unless otherwise allowed for under applicable substantive law and awarded by the arbitrator.

(H) Survival of Arbitration Contract: This Arbitration Contract will survive and continue in full force and effect, notwithstanding any cancellation, termination, amendment, payment in full, discharge in bankruptcy, or other expiration or conclusion of the Agreement or any other contract or transaction between the Parties, unless otherwise agreed in writing. In addition, you understand and agree that the rights and responsibilities afforded to us under this Arbitration Contract survive any assignment of the Agreement by us and that we can enforce this Arbitration Contract in the event a Dispute arises after the assignment of the Agreement.

(I) Severability: If it is determined that any paragraph or provision in this Arbitration Contract is illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not affect the other paragraphs and provisions of this Arbitration Contract. The remainder of this Arbitration Contract shall continue in full force and effect as if the severed paragraph or provision had not been included. Notwithstanding this severability provision, if a court of competent jurisdiction determines sub-paragraph (E) to be illegal, invalid, or unenforceable, the Parties agree that such waiver shall not be severed and that this Arbitration Contract shall be void in its entirety.

Right to Reject Arbitration: If you do not want this Arbitration Contract to apply, you may reject it by mailing us a written notice to Cardmember Services, 214 West College Street, Murfreesboro, TN 37130, that describes the Agreement and your Account and states that you are rejecting the Arbitration Contract. A rejection notice is effective only if it is signed by each of you and the envelope containing any rejection notice is postmarked no more than thirty (30) calendar days after your Account is opened. Even if you reject this Arbitration Contract, paragraphs E and F of the Arbitration Contract shall remain valid and effective, and will be incorporated into the Agreement. If you reject this Arbitration Contract, it will not affect any other provisions of the Agreement or your obligations under the Agreement. If

you do not properly reject this Arbitration Contract, it will be effective as of the date of this transaction.

THE PARTIES HAVE AGREED TO WAIVE THEIR RIGHT TO A TRIAL BY JURY AND THEIR RIGHT TO PARTICIPATE IN CLASS ACTIONS. THE TERMS OF THIS ARBITRATION CONTRACT AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT UNDERSTAND ANY TERMS OF THIS PROVISION, SEEK INDEPENDENT ADVICE BEFORE SIGNING THIS AGREEMENT. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY EACH OF THE PROVISIONS, COVENANTS, STIPULATIONS AND CONTRACTS SET FORTH ABOVE.

29. Glossary

The "Account Opening Disclosures" are the tabular disclosures and other disclosures we provide before you are allowed to use the Account or a Card. These Account Opening Disclosures include information about certain Fees that apply to your Account and the Interest Charges that apply to the Balance Categories of your Account.

The "Balance Categories" are the different Account segments we may establish with unique pricing, grace periods or other terms. The Balance Categories of your Account may include Purchases, Cash Advances, Balance Transfers, and Promotional Offers. We reserve the right to decide which Balance Category applies for each Account transaction and our decision will be final.

A "Balance Transfer" means a balance we allow you to transfer to the Account from an account you owe to another financial institution or creditor, by using any written, electronic, or telephonic device or method we approve for this purpose.

A "Billing Cycle" is the period of time covered by each Statement we send you.

A "Cash Advance" means a loan you obtain from us by using the Card, convenience checks, or other forms or devices we approve for Account access, including transactions initiated through a bank teller or an Automated Teller Machine (ATM). A "Cash Advance" includes your use of the Card or Account to obtain something we consider a cash equivalent, such as wire transfers, travelers' checks, money orders, foreign currency, lottery tickets, gaming chips, and wagers.

"Fees" are the charges we add to your Account that are not based on the Annual Percentage Rates.

"Interest Charges" are the charges we add to your Account based on the Annual Percentage Rates and corresponding Daily Periodic Rates we apply to your Account balances.

The "New Balance" is the full unpaid balance of your Account as of the end of a Billing Cycle, which includes the billed and unpaid amounts due for all Account transactions made in each Balance Category, Interest Charges, and Fees.

A "Promotional Offer" means transactions and balances that post to your Account and are subject to unique pricing, grace periods, or other terms we disclose from time to time for promotional and other reasons. A "Purchase" means the property, rights, goods and services you purchase, rent, or otherwise obtain directly from merchants and vendors by using your Card or the Account.

30. 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 the address provided on your billing statement.

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 the address provided on your billing 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.