



**PUBLIC SAVINGS BANK VISA  
SECURED CREDIT CARDHOLDER AGREEMENT**

<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>0%</b> introductory APR for the first 6 months.  After that, your APR will be <b>11.24%</b> . This APR will vary with the market based on the Prime Rate but will not exceed <b>18%</b> .
<b>APR for Cash Advances</b>	<b>10.99%</b> introductory APR for the first 6 months.  After that, your APR will be a maximum of <b>18%</b>
<b>Penalty APR and When it Applies</b>	At this time, there is no penalty APR.
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 25 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 on the transaction date.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be not less than \$1.00.
<b>Minimum Monthly Payment</b>	<b>\$10</b> or <b>2%</b> of the total of the balance on the card, whichever is greater.
<b>For Credit Card Tips from the Federal Reserve Board</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at <a href="https://www.federalreserve.gov/creditcard">https://www.federalreserve.gov/creditcard</a> .

<b>Fees</b>	
<b>Set-up and Maintenance Fees</b> <ul style="list-style-type: none"> <li>• Annual Fee</li> <li>• Account Set-up Fee</li> <li>• Expedited Card Fee</li> <li>• Credit Limit Increase/Decrease</li> </ul>	NOTICE: Some of these set-up and maintenance fees will be assessed before you begin using your card.  No Annual Fee. <b>\$79</b> (one-time fee) <b>\$75</b> (Optional one-time fee) <b>\$25</b> (One-time fee, per increase/decrease)
<b>Transaction Fees</b> <ul style="list-style-type: none"> <li>• Cash Advance</li> <li>• Foreign Transaction</li> </ul>	Notice: These fees will reduce the amount of credit you have available.  Either <b>\$5</b> or <b>3.50%</b> of the amount of each cash advance, whichever is greater.  <b>2%</b> of each transaction in U.S. dollars.
<b>Penalty Fees</b> <ul style="list-style-type: none"> <li>• Late Payment</li> <li>• Over-the Credit Limit</li> <li>• Returned Payment/NSF</li> </ul>	Notice: Fees could reduce the available credit until they are paid. Please see section 22. <u>Fees</u> . for further details.  <b>\$20 or 10% of a payment, whichever is higher.</b> <b>\$20</b> <b>\$25.00</b>

**How We will Calculate Your Balance:** We use a method called “average daily balance (including new purchases).” Please see section 18. Daily Periodic Rate. for further details.

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

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided on page 8 of this agreement.

**Minimum Age Requirement:** You must be at least 21 years of age to apply.

**Credit Limit Amounts:** New card customers will be allowed a minimum of \$200 and a maximum deposit of up to \$1500; for balances up to \$4,999 the credit limit will be equal to the amount of your security deposit. A maximum deposit of up to \$10,000 will be allowed for the *lifetime* of the card. For balances between \$5000-\$10,000: your credit limit will be reduced by 10% of your security deposit (Example: If you have a security deposit of \$10,000, your credit limit will be \$9,000). Please see section 5. Credit Limit. for further details.

**State Disclosures**

**MARRIED WISCONSIN RESIDENTS:** No provisions of any marital property agreement, unilateral statement, or court decree under Wisconsin’s marital property act will 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 approved, you agree to advise Public Savings Bank if you have a spouse who needs to receive notification of this extension of credit. The creditor may give notice of the opening of any credit account to the applicant's spouse. IF YOU ARE A MARRIED WISCONSIN RESIDENT CREDIT EXTENDED UNDER THIS ACCOUNT WILL BE INCURRED IN THE INTEREST OF YOUR MARRIAGE OR FAMILY. Your signature confirms that this loan obligation is being incurred in the interest of your marriage or family.

**CALIFORNIA RESIDENTS:** If you are married, you may apply for a separate account. You have the right to prohibit the disclosure to marketers of good of marketing information concerning you which discloses your identity. The number to exercise this right is 1-888-883-9826. After the credit approval, each applicant shall have the right to use the Card Account up to a limit of the Card Account. If we take any adverse action as defined by Section 1785.3 of the California Civil Code and the adverse action is based, in whole or in part, on any information contained in a consumer credit report, you have the right to obtain within 60 days a free copy of your consumer credit report from the consumer reporting agency who furnished us your consumer credit report and from any other consumer credit reporting agency which compiles and maintains files on consumers on a nationwide basis. You have the right as described by Section 1785.16 of the California Civil Code to dispute the accuracy or completeness of any information in a consumer credit report furnished by the consumer credit reporting agency.

**CALIFORNIA AND UTAH RESIDENTS:** As required by California and Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**DELAWARE RESIDENTS:** Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month.

**ILLINOIS RESIDENTS:** (a) No applicant may be denied a credit card on account of race, color, religion, national origin, ancestry, age (between 40 and 70), sex, marital status, physical or mental handicap unrelated to the ability to pay or unfavorable discharge from military service; (b) the applicant may request the reason for rejection of his or her application for a credit card; (c) no person need reapply for a credit card solely because of a change in marital status unless the change in marital status caused a deterioration in the person's financial position; and (d) a person may hold a credit card in any name permitted by law that he or she regularly uses and is generally known by so long as no fraud is intended thereby.

**KENTUCKY RESIDENTS:** You may pay the unpaid balance of your Card Account in whole or in part at any time.

**MAINE RESIDENTS:** We may request a consumer report in connection with your application for credit. You may ask whether a consumer report was obtained by us and we will tell you the name and address of the consumer reporting agency, if a report was obtained.

**NEW YORK RESIDENTS:** Finance charges will be imposed on the outstanding balances from month to month in amounts or at rates not in excess of those permitted by law. Under Section 12-510 of the Maryland Commercial Law Code, you have the right to receive an answer to a written inquiry concerning the status of your account.

You may contact the New York State Banking Department at 1-877-226-5697 or by writing to the Research & Technical assistance Division, 1 State St., NY, NY 10004-1417 to obtain a comparative listing of all credit card rates, fees and grace periods.

**OHIO RESIDENTS:** The Ohio rules 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.

**Texas Residents:** To contact Public Savings Bank about this account, call 215-839-0100. This contract is subject in whole and in part to Texas law which is enforced by the Consumer Credit Commissioner, 2601 N. Lamar Blvd., Austin, TX 78705-4207; phone 512-936-7600 or 800-538-1579. Contact the Commissioner relative to any inquiries or complaints. Please note, however, that with respect to billing errors covered by Federal law, you must follow procedures described under the Fair Credit Billing Act in this agreement to preserve your rights under Federal law.

**VERMONT, RHODE ISLAND AND NEW YORK RESIDENTS:** A credit report may be requested in connection with your application. At your request, Public Savings Bank (PSB) will tell you whether or not a credit report was obtained and, if so, the name and address of the consumer reporting agency that furnished the report. PSB may also request credit reports from time to time in connection with any update, renewal or extension of the credit account, whenever PSB believes that such action is appropriate.

**BANKRUPTCY NOTIFICATION:** All bankruptcy notices and related correspondence to Public Savings Bank should be sent to the following address: Card Center Bankruptcy Department-P.O. Box 3038, Evansville, Indiana, 47730-3038

## **Terms and Conditions**

This credit card account ("account" or "Card Account") and the related credit card or cards now or hereafter issued by us on this account (each is called a "Card") are provided by Public Savings Bank (PSB), Huntingdon Valley, PA. Your contract with us is contained in this Secured Credit Cardholder Agreement and your application or solicitation response for the Card (together, the "Agreement"). In this Agreement, the words "you," "your" and "yours" mean the Cardholder(s). The words "we," "us," "our" and "Bank" mean Public Savings Bank and Fifth Third Bank. You agree to the terms and conditions of this Agreement when a Cardholder or a person who you authorize (an "Authorized User") accepts, signs or uses the Card.

This Agreement governs the terms and conditions of your Card with us. Customers are given this Agreement on request or when approved for a Card. By opening a Card and making Transactions ("Transactions" as defined below), you agree to use this Card only for personal, family or household purposes and to comply with, and be bound by, this entire Agreement. Unless otherwise specified, "you" and "your" means each person or persons named in an application (by Internet, orally or in writing) to the Bank for a Card, which application has been approved by the Bank, and each person(s) who uses the Card with your permission; "we," "our" and "us" mean the Bank and its successors and assigns; unless the context indicates otherwise. You should retain and carefully review this entire Agreement. You and we agree as follows:

1. **Accepting this Agreement.** This Agreement will be effective on the earlier of the date (a) you sign or otherwise submit an application for the Card that we approve; or (b) you use, or someone authorized by you uses, the Card. You acknowledge and agree that any use, signing of a Card application or other document, or other acceptance of the Card constitutes your acceptance of the terms and conditions of this Agreement.

2. **Promise to Pay.** By using your Card, you agree to pay us an amount equal to the sum of all Transactions made in connection with, and posted to, your Card Account plus any Finance Charges (as defined below), fees and other charges provided for in this Agreement, regardless of the medium by which the Transaction occurs. Activation of your Card constitutes authorization that Public Savings Bank may debit the security deposit from the account provided on your application.

3. **Your Responsibility.** You are responsible for all Transactions and other transactions arising from the authorized use of your Card by you by any means. If you have authorized another person to use your Card in any manner, that authorization will be deemed to include the authorization to make Transactions of any kind using your Card and to incur related fees and charges, and such authorization will be deemed to continue until you have taken all steps necessary to revoke it by preventing such use by that person. We are not responsible for controlling any person who you have asked us to add to your Account or someone you let use your Card. If you let someone use your Card, you are responsible for all Transactions made in connection with, and posted to, your Card plus all Finance Charges, fees and other charges. If you wish to remove such person's ability to use your Card, you must notify us in writing. No such notice will be effective until we receive the written notice and have had a reasonable opportunity to act on it.

4. **Secured Cards.** Before you can use the Card, you will be required to open a non-interest bearing deposit account at Public Savings which will act as security for your obligations relating to the Card and the Card Account and your other obligations under this Agreement (the "Pledged Deposit Account"). By applying for a Secured Card, you are pledging, assigning and granting a security interest in the Pledged Deposit Account and the funds in it from time to time, including any funds deposited following the effective date of this Agreement, in the Pledged Deposit Account you maintain with us and designate to secure repayment of your Card. You acknowledge that this security interest is an express condition for your Card and that all funds in your Pledged Deposit Account must remain on deposit during the term of this Agreement. You also acknowledge and agree that we have right of setoff against the Pledged Deposit Account for amounts due us from time to time on the Card or otherwise under this agreement, and we may exercise our setoff right at any time without prior notice to you. This is your money, but you pledge it to secure repayment of all credit extended through this program. These funds can not be used for any other purposes such as liens, collateral (for other borrowings), etc. You agree to sign all applications and documents that we may request from time to time to open and maintain the Pledged Deposit Account or to evidence this pledge, assignment and grant of security interest in the Pledged Deposit Account. If you do not pay your Card balance or you or we decide to close your Card for any reason, you authorize us to, and you agree that we may, apply all of the funds in the Pledged Deposit Account to your outstanding Card balance. You acknowledge that we will not, and you authorize us not to, discharge or release our security interest in the Pledged Deposit Account until all Transactions, Finance Charges and fees and other charges contemplated by this Agreement have been processed and paid and you have otherwise performed all of your obligations under this Agreement. We will then discharge or release our security interest in the Pledged Deposit Account, and when your Pledged Deposit Account is closed, make available to you any funds remaining in the Pledged Deposit Account. If the outstanding Card balance exceeds the amount of funds in your Pledged Deposit Account, you will remain liable for any outstanding Card balances, including all fees or charges that may subsequently accrue, until the Card balance is paid in full.

**PLEGGED DEPOSIT ACCOUNT AUTHORIZATION. You request that the Bank open the Card Account and YOU AGREE:**

**We are not obligated to pay you any interest on the Pledged Deposit Account.**

**The Pledged Deposit Account and Bank's practices are subject to the terms of the account agreement for the Pledged Deposit Account, to Federal and State laws and regulations, and to Bank policies.**

**To pay all charges and follow all practices set forth in the terms applicable to the Pledged Deposit Account from time to time.**

**To the terms of the arbitration program described in this Secured Credit Cardholder Agreement.**

**To abide by all future changes to the terms, conditions, fees and charges for the Pledged Deposit Account.**

**The Bank may disclose information about the Pledged Deposit Account and your credit card accounts (including but not limited to the Card Account) to credit reporting agencies and to other persons or agencies who, in its judgment, have legitimate business purpose for obtaining such information, subject to applicable law.**

We may setoff against any accounts you own in your name (including matured and unmatured time accounts) for any obligation you owe us, whether due or not, at any time and for any reason as allowed by law. This includes as permitted by law, both secured and unsecured debts and debts you owe individually or together with someone else. If there is more than one person on your Card Account or more than one owner of your Pledged Deposit Account, we may set off debts and liabilities owed by any or all of them against amounts in deposit accounts owned by any or all of them without regard to your relative contributions to the debts or liabilities or the funds then on deposit in the deposit accounts. We may consider this Agreement as your consent to our exercise of these rights of setoff or any other setoff or lien rights under applicable law to the extent that any law requires your consent.

5. **Credit Limit.** Your credit card will have a minimum credit limit of \$200. New card customers will only be allowed a maximum limit of \$1500. You determine your credit limit by the amount you deposit into your Pledged Deposit Account with Public Savings Bank. For balances between \$200 to \$4,999: your credit limit will be equal to the balance in your Pledged Deposit Account. Minimum deposit is \$200, with a lifetime maximum deposit of up to \$10,000 per card. For balances between \$5,000 to \$10,000: your credit limit will be less 10% of the balance in your Pledged Deposit Account. (Example: If you have a security deposit of \$10,000, your credit limit will be \$9,000). You agree that we may establish a credit limit and that the sum of all Transactions made in connection with, and posted to, your Card, plus any Finance Charges, fees and other charges provided for in this Agreement, will not exceed your credit limit as communicated to you from time to time. Your initial credit limit will be disclosed in the document that accompanies your Card. The difference between the balances you owe us and your credit limit is referred to as your "Available Credit Limit". We may refuse to authorize or accept any Transaction on your Card that would cause you to exceed your Available Credit Limit. If we in our sole discretion decide to authorize or accept a Transaction on your Card that would exceed your Available Credit Limit, we will not be liable to you if we do, and you agree that we may charge to and debit from your Account the amount of the Transaction and an over-limit charge and other related fees provided for in this Agreement, request that you immediately repay us the amount in excess of your Available Credit Limit, suspend your Card privileges and terminate this Agreement in a manner provided by this Agreement. We may from time to time and in our sole discretion change your credit limit, reduce your credit limit to \$0 and close your Card, or limit the number or amount of Transactions on your Card based on

an evaluation of various factors, like your ability to repay amounts owed in connection with the Card, etc. We will promptly notify you in writing in the event we decide to take such action on your Card.

We will not allow any credit line increases within the first 120 days of activating your card. After 120 days, to increase your credit limit, you must make a deposit into your Pledged Deposit Account in the form of a check, money order or wire transfer; we will not accept any ACH transactions. We also reserve the right to deny a credit limit increase for any reason. If we deny your increase request, we will notify you electronically or by mail of the reason within 10 business days.

6. Acceptable Forms of Deposit Funding and Processing Time. We accept all forms of deposits including, but not limited to: checks, money orders, wire, ACH, etc. For balances between \$200 to \$1500: we will accept all valid forms of payment. For balances between \$1501 to \$10,000: we will not accept any ACH transfer's, but will accept all other valid forms. We reserve the right to hold the issuance of your card for up to 7 days to ensure that your payment has cleared before we issue your Card or increase your Credit Limit. To avoid the 7 day hold, you may wire your deposit.

7. Multiple Cards. We will allow up to two cards per person. The aggregate balance must be equal to or less than the allowed credit limit (Please refer to section 5. Credit Limit for further details). Please refer to the **Lost Cards, Unauthorized Use of Account or Card and Other Concerns** section for card replacement details. At this time, we are not offering any co-applicant applications or additional signers to your card.

8. Verifications. We verify your age, social security number, residence and other identifying information as required by law. In some cases, we may verify your previous financial and credit history as a way to determine the risk to the bank. We verify this information through a third party source that will obtain this information from your credit report and other various agencies. We do not consider your credit score in connection with your application.

One of the processes PSB may institute to verify your account information will be depositing money into your account. The following will occur:

A. Within three business days after you confirm your application through the link provided in the confirmation email, PSB will send a series of small deposits to your personal checking account provided on the application. You will need to verify the number and individual amounts in order to validate account ownership. You will also be notified by email when PSB credits these test deposits to your bank account.

B. To verify the amounts of the deposits, you will need to review your transaction history at the bank listed on your application.

C. To notify us that you verified the deposits, you will need to confirm the amounts by either clicking on the link provided an email sent to you or by emailing [customer@publicbankcard.com](mailto:customer@publicbankcard.com) and entering the number and individual amount of the deposits.

By validating the number and individual amounts of the deposits, you authorize Public Savings Bank to initiate an electronic ACH debit to open your Pledged Deposit Account from the institution listed on your application. You certify that the information provided is correct and you are authorized to transfer funds from the account listed on the application. We have the right to verify that you are the account owner. If it is determined that you are not the account owner, this transaction will not be processed and your account will not be opened. Public Savings Bank is not liable for the fees incurred for electronic ACH transactions or if there are not sufficient funds at the institution listed on your application, and for each failed transaction we will charge you the returned payment fee that then applies.

#### **How to Use Your Card and Access Your Account**

9. Purchases and Cash Advances. You may use your Card to purchase or lease goods or services (each, a "Purchase") by presenting your Card to participating merchants and establishments where the Card is honored. From time to time we may offer to you to use your Card to transfer balances from other creditors, to make other transactions by means of balance transfer coupons or checks, or for any other transactions that we encourage you to make through an introductory or promotional offer, each in accordance with such additional terms and conditions as we may offer from time to time. You may also use your Card (a) by presenting it to any bank or other person that accepts the Card for the purpose of obtaining cash or cash-like equivalents (for example, money orders, traveler's checks or other payment instruments); (b) to make a withdrawal of cash from an automated teller machine ("ATM"); or (c) to make a person-to-person transfer conducted through the Internet or otherwise (each such transaction, a "Cash Advance"). The Bank shall not be liable to any Cardholder or Authorized User by reason of the rejection or non-acceptance of a credit card by any person or by reason of the inability of any person to process a credit card. We will also treat as a Cash Advance any transaction using a Convenience Check (except for Convenience Checks issued to you as part of a promotional offer which, unless we tell you otherwise, will be treated as Purchases). Purchases and Cash Advances are collectively referred to as "Transactions". You acknowledge and agree that any debt incurred using your Card is valid, regardless of the purpose of the Transaction and whether it is legal or illegal. We may, from time to time, limit the type, number and dollar amounts of any Transactions made using your Card, notwithstanding the amount of your Available Credit Limit, and terminate or suspend your use of your Card and the operation of any method of access to your Card without notice, unless required by law or regulation.

10. Convenience Checks. We may issue Convenience Checks to you that may be used to access your Card from time to time. Any Convenience Check that we pay will be posted to your Card as a Cash Advance (except for a Convenience Check issued to you as part of a promotional offer which, unless we tell you otherwise, will be treated as a Purchase) and will be deducted from your Available Credit Limit. Each Convenience Check must be denominated in United States (U.S.) dollars and completed and signed by you in the same manner as a personal check. **If we provide you with Convenience Checks for your Card, you may not use them to pay any amount you owe under this Agreement.** You may not request, and we will not honor, a stop payment on any Convenience Check. We reserve the right to return any Convenience Check unpaid if (a) the amount of the Convenience Check exceeds your Available Credit Limit; (b) your Card is not in good standing or you are otherwise in default of this Agreement; (c) your card or Convenience Checks have been reported lost or stolen; or (d) you use a Convenience Check to pay any amount you owe on your Card. We will not be liable if we choose to return any Convenience Check unpaid. In these cases we can assess you the returned payment fee that then applies.

11. Other Uses. We may make other methods of accessing your Card available to you from time to time. We will notify you of these other access methods as they become available.

12. Unlawful Internet Gambling. Restricted transactions are prohibited from being processed through your account with us as required by the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG. A restricted transaction is a

transaction or transmittal involving any credit, funds, instrument, or proceeds in connection with the participation of another person in unlawful internet gambling.

### **Lost Cards, Unauthorized Use of Account or Card and Other Concerns**

13. Unauthorized Use of Your Card. You agree to promptly notify us if you believe that your Card has been lost or stolen or that someone has used or may use your Card without your permission by calling the Card Center at 1-888-720-6836, or by writing to the Card Center, P.O. Box 3038, Evansville, Indiana 47730-3038. **YOU SHOULD NEVER WRITE YOUR PERSONAL IDENTIFICATION NUMBER (PIN) ON YOUR CARD OR KEEP ANY WRITTEN RECORD OF IT ON ANY MATERIAL THAT IS KEPT WITH YOUR CARD.**

You agree to assist us in determining the facts, circumstances and other pertinent information related to any loss, theft or possible unauthorized use of your Card and to comply with such procedures as we may require in connection with our investigation, including the filing of one or more reports with the appropriate law enforcement authorities. You acknowledge and agree that we will deem any such use as having been authorized by you and you will be liable for the amount of any Transactions plus Finance Charges and fees and other charges incurred with any such use, if you fail to provide us with any such assistance or to comply with such procedures.

You acknowledge and agree that unauthorized Card use does not include use of your Card by any person to whom you have given authority to use your Card. You further acknowledge and agree that you will be liable for all use by such a person, even if that person exceeds your authorization, until you have provided us with written notice that such person is no longer authorized to use your Card and we have had a reasonable opportunity to act upon such notice.

14. Third-Party Claims or Defenses. We are not responsible if a third party refuses to accept or honor your Card, even if you have sufficient available credit, and except as required by applicable law, we will not be responsible for any claim or defense you may have against any third party that arises out of or in connection with any Transaction with your Card or any services or goods or other property purchased or leased using your Card.

### **Paying Your Bills**

15. Periodic Account Statements. Except as otherwise stated in this Agreement, we will send you periodic Account Statements ("Account Statement"). Unless you make other arrangements with us, your Account Statement will be mailed to you by regular mail to your address as it appears in our records. We will send your Account Statement for each billing cycle at the end of which your Account has a debit or credit balance in excess of \$1.00 or on which a Finance Charge has been imposed. We will not send your Account Statement if (a) we deem your Account uncollectible, (b) delinquency collection proceedings have been instituted or (c) for any other reason specified under applicable law. Your Account Statement will show all Transactions that may have been posted to your Account since your last Account Statement, the payments and adjustments to your Account, the Finance Charges assessed for Transactions, any fees charged to your Account, the outstanding balances on your Account (the "New Balance"), your Account credit limit and Available Credit Limit, the Minimum Amount Due and the Payment Due Date.

16. Payments. Your payment is due on or before the Payment Due Date shown on your Account Statement. You must pay at least the Minimum Amount Due shown on your Account Statement on a monthly basis, which, except as stated below under the section entitled Prepayment, will be the greater of (a) total billed Finance Charges and any fees assessed on your monthly billing statement (rounded to the nearest dollar), (b) 2% of the outstanding balances or (c) \$10.00. Any New Balance under \$10.00 is payable in full. We can change the minimum payment required for this Card Account at any time by written notice to you in accordance with applicable law. The minimum payment also will include any amount past due and any amount by which an account exceeds its Account Credit Limit.

You agree to make all payments by check or other negotiable instrument drawn on a U.S. financial institution located in the U.S. or by money order. Payments must be denominated in U.S. dollars. All payments, except disputed payments, must be mailed or delivered to us at the remittance address indicated on the front of your Account Statement (Payment Address). Any payments received after 3:00 p.m., Central Time on any business day, will be credited on the next business day. Credit to your Card may be delayed for up to 7 days if the payment is (a) not received at the Payment Address indicated on your Account Statement, (b) not made in U.S. dollars drawn on a U.S. financial institution located in the U.S. or by money order, or (c) not accompanied by the top portion of your Account Statement. Delayed crediting may cause you to incur additional fees and Finance Charges. (You understand that payments may not be made, and may not be deemed received by us, at any location other than the Payment Address.) We reserve the right to apply payments and other credits to your Card in any manner that we may choose by our sole discretion. All credits for payments to your Card are subject to final payment by the institution on which the item of payment was drawn. Although we may post payments as of the date we receive them, your Available Credit Limit may not be restored for up to 20 days after we receive your payment. Restoration of your Available Credit Limit may not occur immediately upon receipt of your payment.

17. Prepayment. You may pay without penalty all or a portion of the entire New Balance or more than your Minimum Amount Due before the Payment Due Date shown on your Account Statement. You understand that by making a prepayment, the total amount you owe us will be reduced but that you will not be relieved of your obligation to continue to pay the Minimum Payment Due in each billing cycle as reflected in your Account Statement.

### **Determination of Finance Charges**

18. Daily Periodic Rate. The Daily Periodic Rate is 1/365th of the corresponding Annual Percentage Rate ("APR") rounded to the nearest 1/100,000th of 1%, not to exceed the maximum allowed by applicable law. If the daily periodic rates and corresponding Annual Percentage Rates increase, the FINANCE CHARGE will increase and your minimum payment due may be greater. If the Finance Charge is less than \$1.00 in any billing cycle, we assess a minimum Finance Charge of \$1.00.

### **19. Annual Percentage Rate (APR)**

a) The following information applies to your Card:

APR for Purchases. Your current APR and corresponding Daily Periodic Rate for Purchases will be disclosed in the document that accompanies your Card. The APR on your Card is based on the Wall Street Journal (WSJ) Prime Rate (as defined below) plus a margin. Please see the section entitled Variable APR for Purchases and Cash Advances for details regarding how this rate may change. The WSJ Prime Rate means the highest prime rate published in The Wall Street Journal on the day the rate is determined (or the previous day on which the prime rate was published in The Wall Street Journal if the paper is not published on that day or if it does not publish a prime rate on the determination date). The date

the rate is determined is the third Friday of each month. We may change the index and margin on which your APR is calculated by notice to you in accordance with applicable law.

APR for Cash Advances. Your current APR for Cash Advances and corresponding Daily Periodic Rate will be disclosed in the document that accompanies your Card. Your **ANNUAL PERCENTAGE RATE** for Cash Advances will be equal to the greater of **18%** (corresponding Daily Periodic Rate of 0.04932%) or the WSJ Prime Rate plus a margin but will not exceed **18%**. Please see the section entitled Variable APR for Purchases and Cash Advances for details regarding how this rate may change.

Variable APR for Purchases and Cash Advances. The APR for Purchases and Cash Advances is based on the WSJ Prime Rate plus a margin. We will calculate the rate monthly by adding the margin applicable to your Card to the WSJ Prime Rate. This APR may vary (increase and decrease). Any increase or decrease in the WSJ Prime Rate will result in an increase or decrease in your Daily Periodic Rate and the APR, and as a result, the Finance Charge and the Minimum Amount Due will change and may result in a smaller part of your payment being applied to reduce principal. Changes to the Daily Periodic Rate and corresponding APR for Purchases and Cash Advances will be applied, as applicable, to your existing Card balance and to subsequent Transactions effective as of the first day of the billing cycle immediately following the month in which we calculate the rate. Subject to applicable law, we may change the Daily Periodic Rate and corresponding APR for Purchases and Cash Advances if you are in default of this Agreement, or if we in our sole discretion and from time to time decide to take such action. (Please see the sections of this Agreement entitled Changes to this Agreement and Default.)

b) Introductory Purchase, Balance Transfer and Promotional APR Offers.

At our discretion, we may offer you an introductory or promotional APR for all or a part of your Transactions. For example, we may offer you a promotional APR to encourage specific transactions, such as transferring balances from accounts you have with others, or an introductory purchase APR to open a Card and to make Purchases. The period of time for which the introductory or promotional APR applies may be limited. Any introductory or promotional APR offer will be subject to the terms of the offer and this Agreement. If applicable, information regarding any introductory or promotional APR, the corresponding Daily Periodic Rate, and the period of time during which they are in effect will be disclosed in the document that accompanies your Card or in materials we send you about the offer after you obtain your Card. Unpaid balances on your account that relate to promotional offers for which we offer you a rate different from the APR applicable to purchases are sometimes referred to in this agreement as "promotional balances."

## 20. Finance Charges

a) Purchases. No Finance Charge will be imposed on Purchases if the New Balance shown on your Account Statement is paid in full within 25 days from the billing date (provided you have paid your previous Card balance in full by its Payment Due Date). If not paid in full, a Finance Charge will be imposed from the transaction date on the average daily balance for Purchases (as defined below) at the APR for Purchases until the date payment in full is posted to your Card.

b) Cash Advances. A Finance Charge will be imposed on Cash Advances from the date the Cash Advance is included in the average daily balance for Cash Advances (as defined below) at the APR for Cash Advances until the date payment in full is posted to your Card. There is no grace period or time period within which to pay to avoid a Finance Charge on Cash Advances.

21. Balance Subject to Finance Charge (Average Daily Balance). The total Finance Charge for your Card for a billing cycle is the sum of the Finance Charge for Purchases and the Finance Charge for Cash Advances. We calculate the Finance Charge as follows: We maintain and calculate separate daily balances for your Purchases, Cash Advances and promotional balances (each a "Balance Type") and calculate a daily balance for each. To get the daily balances, we take the beginning balance for each Balance Type every day (unless, as to Purchases, your previous Card balance was paid in full by the Payment Due Date), which may include unpaid Finance Charges from previous billing periods, add any new transactions, any new fees, and any Finance Charge on the previous day's balance, subtract any credits or payments credited as of that day, and make other adjustments. A credit balance is treated as a balance of zero.

The balances subject to Finance Charges for the billing period are the average daily balances for each Balance Type. If you multiply the average daily balance by the number of days in the billing period and the applicable Daily Periodic Rate, the result is the periodic Finance Charge, except for minor variations caused by rounding.

You can verify your Periodic Finance Charges for each Balance Type by multiplying the Average Daily Balance shown on the billing statement times the applicable Daily Periodic Rate, times the number of days in the billing period. The balances subject to Finance Charges on the billing statement are the averages of the respective average daily balances during the billing period except for minor variations caused by rounding.

## Fees and Currency Conversion Rates.

22. Fees we charge.

### One Time Fees

Subject to applicable law, you agree that we may, and you authorize us to, charge the following upfront fees in connection with the use of the Card (these fees are non-refundable and due at the time of account opening. They cannot be applied to your credit card balance and paid at a later date):

a) Application - We will impose a one-time, non-refundable Application Fee of \$79.00 as a condition of extending credit to you. This fee must be paid before we will complete the application process and cannot be charged to your credit card.

b) Expedited Shipping of Card – This is a one time optional fee that you may choose if you would like to have the shipping of your card expedited. We will only accept check, money order, or wire transfer for this fee; we will not accept any ACH payments. The expedited card process will occur once we have verified that your personal information is correct and the deposit funds are "good." Once we have determined your funds are "good," the card will take 4 business days to ship to your address. This fee must be paid before we will complete the application process and cannot be charged to your credit card.

c) Credit Limit Increase - We will impose a one-time, non-refundable Credit Limit Increase Fee of \$25.00 as a condition of increasing your credit limit. We will only accept check, money order, or wire transfer for this fee; we will not accept any ACH payments. This fee must be paid before we will complete the application process and cannot be charged to your credit card. Please note, if we exercise our right to not increase your credit limit, you will not be charged this fee.

### Fees Charged Against Your Card

Subject to applicable law, you agree that we may, and you authorize us to, charge against your Card the following fees in connection with the use of the Card:

a) Annual Fee – This card does not have an annual fee.

- b) Cash Advance Fee - There is a Cash Advance fee equal to the greater of \$5.00 or 3.5% of the total dollar amount advanced for each Cash Advance on your Card.
- c) Late Payment Fee - If we do not receive the Minimum Amount Due by the Payment Due Date, there is a late payment fee of **\$20 or 10% of a payment, whichever is higher** and at monthly intervals thereafter as long as your Minimum Payment Due remains past due.
- d) Over-limit Charge - There is an over-limit charge of \$25.00 if you exceed your Available Credit Limit during any billing cycle.
- e) Returned Payment Fee - There is a returned payment fee of \$25.00 each time (i) a check or other instrument you have used for payment on your Card has been returned to us unpaid for any reason, (ii) we must return any such check or instrument because it is not signed or is otherwise incomplete, or (iii) a Convenience Check used to access your Card is not honored for any reason.
- f) Foreign Currency Transaction Fee - There is a foreign currency transaction fee of an additional two percent (2%) of the gross amount provided to us by the Card association (or its affiliate).
- g) Document Retrieval Fee - We will provide copies of billing statements, sales drafts and payment instruments ("Items") to you upon request. We will impose a fee of \$5 for each copy of an Item unless prohibited by applicable law. This fee will be added to the Purchase balance in the Card. We will not impose any fee if your request is made in connection with written notice of a billing error.
- h) Miscellaneous Fees - We reserve the right to institute a standard charge or charges for the issuance, reissue or use of the Card or for the reinstatement of any Card privileges which have been suspended, as well as an annual fee and per item fee for each Transaction, and you agree to pay us such charges and fees.

23. Foreign Currency Transactions. If a transaction is made in a foreign currency, we and Visa International ("Visa") will convert the transaction into a U.S. dollar amount. Visa will act in accordance with their operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, their regulations and procedures provide that the currency conversion rate they use is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date. Visa increases this conversion rate by one percent and keep this increase. We increase the conversion rate provided to us by Visa by two percent and keep this increase. The currency conversion rate calculated in this manner that is in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

24. Effect of Fees. Fees could reduce the available credit until they are paid.

#### **Our Rights and How They Affect You**

25. Delay in Enforcement. We may at any time and in our sole discretion delay or waive enforcing any of our rights or remedies under this Agreement or under applicable law without losing any of those or any other rights or remedies. Even if we do not enforce our rights or remedies at any one time, we may enforce them at a later date. For example, we may accept late payments or payments that are marked "payment in full" or with other restrictive endorsements without losing any of our rights under this Agreement.

26. Termination. Subject to applicable law, we may terminate this Agreement or revoke your right to use your Card, along with your right to make future Transactions, at any time and for any reason without notice to you. You or anyone authorized by you to use the Card may terminate your Card and use of your Card at any time by calling the Card Center at 1-888-720-6836, or writing to the Card Center, P.O. Box 3038, Evansville, Indiana, 47730-3038. Any request to terminate your Card will be effective only after we have had a reasonable opportunity to act on such request. Note, it could take up to 10 weeks before you receive your refund. If it has been determined that a refund of your security deposit is owed to you, we will refund you in the form of an ACH deposit into the bank account provided at the time of your application (Please refer 4. Secured Cards. for more details about refunding your deposit). The termination of this Agreement, whether initiated by us or you, will not affect any of your or our rights and obligations under this Agreement, including without limitation, your obligation to repay any amounts you owe us according to the terms of this Agreement, and any amendments made to this Agreement, which have arisen before the effective date of the termination of this Agreement, even if we allow a Transaction to be completed with your Card after this Agreement has been terminated. You agree to surrender to us or to destroy all of the Cards issued on our demand or on termination of this Agreement. If this Agreement is terminated and someone thereafter attempts to use a Card, the Card may be retained. A Card may not be returned or may be retained when you try to use it upon the occurrence of certain other events.

27. Default. Subject to applicable law, your Card will be in default under this Agreement if any one of the following occurs:

- a) you fail to pay the Minimum Amount Due on or before your Payment Due Date,
- b) you exceed your credit limit,
- c) you use a check or instrument for payment which is dishonored,
- d) you die or are declared legally incompetent,
- e) any other creditor tries by legal process to take money of yours in our possession,
- f) a petition is filed or other proceeding is commenced by or against you under the federal bankruptcy act or any other applicable federal or state insolvency laws,
- g) you provide us with any false or misleading information,
- h) you breach any of your other obligations under this Agreement,
- i) you are in default of any other credit agreement you have with any of our affiliates,
- j) fail to make a payment to any other creditor when due,
- k) we believe in good faith that the chances of your paying or performing your obligations under this Agreement have been impaired. The payment of any fee charged by us will not cure the default, which caused the fee, or you become generally unable to pay your debts..

28. Remedies. In addition, if your Card Account is in default under this Agreement, we may, subject to applicable law,

- a) collect the amount of such default by exercising a set off against Cardholder's Pledged Deposit Account,
- b) declare all or any portion of your outstanding Card balance to be immediately due and payable,
- c) allow you to repay your Card subject to the terms and conditions of this Agreement,
- d) immediately terminate your Account and cancel all Cards issued on it,
- e) reduce your credit limit or otherwise limit your ability to make Transactions as discussed in this Agreement, or
- f) commence an action against you to collect all amounts owed in connection with this Agreement.

We also may charge you court costs and reasonable attorney's fees that we actually incur as permitted by applicable law, if your Card is sent for collection to an attorney who is not our salaried employee. We will not be obligated to honor any attempted use of your Card if your Card is in default, or we have determined to terminate your Card or limit your ability to make Transactions as discussed in this Agreement. Except as otherwise provided for in this Agreement, Finance Charges will continue to accrue at the APR in effect at the time of default until your total Card balance, including such accrued Finance Charges, is paid in full. You agree that, subject to applicable law, if your Card is in default under this Agreement, you will accept calls from us at your home and your place of business regarding collection of your Card. You understand and agree that the calls to your home may be automatically dialed and a recorded message may be played. You agree such calls will not be considered "unsolicited" calls or telemarketing calls for purposes of state or federal law.

29. Re-evaluation of Financial Condition and Credit History. We may re-evaluate your financial condition and investigate any information you provided on your Card application at any time, and in the course of doing so, we may obtain a current credit report and ask you for any additional information about your financial condition by completing a Personal Financial Statement or such other form that we request from time to time. You authorize us and give us your permission to obtain any information about you that we believe would be beneficial to facilitate our determination of your eligibility for the Account and the Card, including credit reports from consumer reporting agencies. We may, as a result of any such re-evaluation, deem your Account to be in default.

30. Telephone Monitoring and Recording. You acknowledge that your telephone calls and other communications with us may be monitored and recorded for training and quality control purposes. You agree that we may, and you authorize us to, monitor, record, retain and reproduce your telephone calls and any other communications you provide to us, regardless of how transmitted to us, as evidence of your authorization to act in connection with any transaction with your Card or other service contemplated by this Agreement and will not be liable for any losses or damages that are incurred as a result of these actions. We are not, however, under any obligation to monitor, record, retain or reproduce such items, unless required to do so by applicable law.

31. Arbitration. You and we each agree that any Claim (as defined below) will be arbitrated instead of litigated in court under the circumstances and procedures set forth below. The term Claim (a) means any claim, dispute or controversy between you and us arising from or relating to this Agreement, any prior agreement that you may have had with us or the relationships resulting from the Agreement or any prior agreement, including the validity, enforceability or scope of this provision, the Agreement or any prior agreement and (b) includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statute, common law and equity. The term Claim is to be given the broadest possible meaning and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (i) the Account created by the Agreement or any prior agreement or any balances on the Account, (ii) advertisements, promotions or oral or written statements related to the Account or the terms of financing and (iii) your use of the Account. Any Claim will be resolved upon the election of you or us by arbitration pursuant to this provision and the Code of Procedure ("Code") of the National Arbitration Forum ("NAF") in effect at the time the Claim is filed. (If for any reason the NAF is unable or unwilling or ceases to serve as arbitration administrator, another nationally recognized arbitration organization utilizing similar rules and procedures will be substituted by us.) With respect to Claims covered by this provision, a party who has asserted a Claim in a lawsuit in court may elect arbitration with respect to any Claim subsequently asserted in that lawsuit by any other party or parties. IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE NAF CODE. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. The Code, rules and forms of the NAF may be obtained by calling 1-800-474-2371 or by visiting NAF's website at <http://www.arb-forum.com>. All Claims must be filed at any NAF office or at Post Office Box 50191, Minneapolis, Minnesota 55405. There will be no authority for any Claims to be arbitrated on a class action basis. Any arbitration hearing that you attend will take place in the federal judicial district in which you reside. At your written request, we will temporarily advance up to \$500 towards the filing, administrative and/or hearing fees for any Claim that you may file against us after you have paid an amount equivalent to the fee, if any, for filing such a Claim in state or federal court (whichever is less) in the judicial district in which you reside. At the conclusion of the arbitration, the arbitrator will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration. Unless inconsistent with applicable law, each party will bear the expense of that party's attorneys', experts' and witness fees, regardless of which party prevails in the arbitration. This provision is made pursuant to a transaction involving interstate commerce and will be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1 et seq., as amended. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA and except that, if the amount in controversy exceeds \$100,000, any party can appeal the award to a three-arbitrator panel administered by the NAF, which will reconsider de novo any aspect of the initial award requested by the appealing party. The decision of the panel will be by majority vote. The costs of such an appeal will be borne by the appealing party regardless of the outcome of the appeal. As solely used in this provision, the terms "we" and "us" will for all purposes mean Fifth Third Bank, all of its parents, wholly- or majority-owned subsidiaries, affiliates, predecessors, successors and assigns, and all of their independent contractors, agents, employees, directors and representatives. This provision will survive termination of your Account, as well as the repayment of all outstanding amounts incurred in connection with this Agreement. If any portion of this provision is deemed invalid or unenforceable under any law or statute consistent with the FAA, it will not invalidate the remaining portions of this arbitration provision or the Agreement. In the event of a conflict or inconsistency between the NAF Code and this arbitration provision, this provision will govern.

32. Changes to this Agreement. You agree that we may, in our sole discretion, from time to time and subject to applicable law, change any of the terms and conditions of, or add new terms to, this Agreement relating to your Account (including increasing any rate of Finance Charge, increasing or adding fees or charges (including annual fees), changing the method of computing balances subject to Finance Charge, changing your Account credit limit or changing the date upon which

Finance Charges begin to accrue). Any such changes will generally be effective immediately unless we are required by applicable law to provide you with advance written notice of the proposed changes. In such instances, those changes will be effective immediately following the effective date stated in such notice. Subject to applicable law, any such changes will apply to your outstanding Account balance on the effective date of the change and to any future balances created after that date. You will be deemed to accept all such changes accompanying the notice if you do not send us a notice to the contrary in a timely manner, or a Transaction is made using your Account or Card after the conclusion of the time period specified in the notice. No change to any term of this Agreement will affect your obligation to pay all amounts owing under this Agreement.

33. Waiver of Rights. Except as may be prohibited by law or regulation, you agree to waive any right you may have for us to act promptly in bringing any action(s) against you (known as diligence); to demand payments of amounts due (known as presentment); to obtain an official certification of non-payment (known as protest); and to give notice that amounts due will not be paid (known as notice of dishonor or notice of default and non-payment).

34. Change of Address. We will rely on your address as it appears on our records for any and all Account communications we send to you unless and until either you or the U.S. Postal Service notify us of a change of address and we have had a reasonable opportunity to act on such notice. If your Account is a joint Account, each of you appoints the other as your agent to designate the address to which any and all Account communications, including the Account Statement, may be sent to you by us.

35. Correspondence. To the extent permitted under applicable law, any written correspondence you send to us will not be effective until we receive and have had a reasonable opportunity to act on such correspondence. Any written correspondence we send to you will, however, be effective and deemed delivered when mailed to you at your address as it appears on our records.

36. Assignment. You may not sell, assign or transfer your Account or Card or any of your rights and obligations under this Agreement. We may, however, sell, assign or transfer your Account, or any balance due thereunder, and our rights and obligations under this Agreement to another bank or company without prior notice to, or consent by, you, which notice or consent is hereby waived. That bank or company will take our place in this Agreement.

37. Severability. If any provision of this Agreement is deemed to be void or unenforceable by a court of competent jurisdiction, or any governmental agency, that provision will continue to be enforceable to the extent permitted by that court or agency, and the remainder of that provision will no longer be considered as part of this Agreement. All other provisions of this Agreement will, however, remain in full force and effect.

38. Governing Law. This Agreement is entered into between you and us in the State of Pennsylvania, and your Account and this Agreement, and any claim, dispute or controversy arising from or relating to your Account or this Agreement, whether based in contract, tort, fraud or otherwise and regardless of the place of your residence, is governed by, and construed in accordance with, the laws of the State of Pennsylvania, without regard to Pennsylvania's conflict of laws principles, and applicable federal laws and regulations. The legality, enforceability and interpretation of this Agreement and the amounts contracted for under the Agreement also are governed by Pennsylvania law and all amounts granted under this Agreement are extended from the State of Pennsylvania.

39. Entire Agreement. You acknowledge that this Agreement, your use of the Card and any application and sales slip that you signed or otherwise submitted in connection with the Card or the Account (which is hereby incorporated by reference in this Agreement), and any indebtedness incurred using the Card or the Account, constitutes acceptance of the terms of this Agreement, as amended from time to time, and that this Agreement, as amended from time to time, and the documents accompanying your Card, including the document that accompanies your Card and discloses the APR and Daily Periodic Rate (and in some cases, how long they will apply to your Account) that apply to your Account, is the entire agreement between you and us and supersedes and may not be contradicted by evidence of any prior or contemporaneous written or oral communications and understandings between you and us concerning the Account and the Card.

40. Interest Rate Limitations –Savings Clause. It is not the intention of the parties that anything in this Agreement should result in the assessment of fees or charges in excess of those permitted by applicable law. If any fee or charge assessed under this Agreement is finally determined to be in excess of that permitted by applicable law, the excess amount will be applied to reduce the outstanding balance in your Account or, if there is no outstanding balance, will be refunded to you. You acknowledge and agree that any documentation provided to you which indicates that a Transaction or other transfer was made shall be admissible as evidence of such transaction or transfer and shall constitute prima facie proof that such transaction or transfer was made.

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

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act. Notify Us In Case of Errors or Questions About Your Bill. If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address for billing inquiries shown on your Account statement, not the Payment Address. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and Account number
- The dollar amount of the suspected error

Describe the error and explain if you can why you believe there is an error. If you need more information, describe the item you are not sure about. If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice.

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including Finance Charges, and we can apply any unpaid amount against your Account credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any Finance Charges related to any questioned amount. If we did not make a mistake, you may have to pay Finance Charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we do not follow these rules, we cannot collect the first \$50 of the questioned amount, even if your bill was correct.

41. **Special Rule for Credit Card Purchases.** If you have any problem with the quality of property or services that you purchased with a Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay this remaining amount due on the property or services. There are two limitations on this right: (a) You must have made the purchase in your home state or, if not in your home state within 100 miles of your current mailing address; and (b) The purchase price must have been more than \$50. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

42. **Questions.** If you have any questions about this Agreement or your Card, please contact us at 1-888-720-6836.

43. **Section Headings.** The Section headings used in this Agreement are only meant to organize this Agreement, and do not in any way limit or define your or our rights or obligations hereunder.

## **PRIVACY STATEMENT FOR AGENT CARD PROGRAM**

### **Protecting Your Privacy**

We understand how important it is for private customer information to be kept confidential. We are committed to protecting and managing your information and would like to take this opportunity to describe how we gather, retain and protect the security of your information.

### **Keeping You Informed**

We provide our Privacy Policy to all new customers and to current customers on an annual basis. Changes may be made to our Policy. Our current policy is always available at [www.mycompletecardsolution.com](http://www.mycompletecardsolution.com) and [www.publicbankcard.com](http://www.publicbankcard.com)

#### **Gathering and Maintaining Your Information**

In order to assist you with your financial needs and provide you with more efficient service, it is necessary to collect and maintain certain types of customer information. We may gather and retain nonpublic personal information about you from the following sources:

- Applications or other forms that you provide to us that include information such as your name, address, social security number, assets and income;
- Financial account activity and transactions, such as payment history, Account balances and usage;
- Reporting agencies, to verify your name, address, social security number and other identifying information.

Maintaining accurate information is essential to protecting the integrity of our customers' records. We take all precautions, in accordance with reasonable industry standards, to ensure information is current and complete. If you become aware of any inaccurate information, please help us correct it by contacting a Customer Service Professional at 1-888-720-6836.

### **Security Practices to Protect Your Information**

Your information is used strictly for legitimate business purposes. Our employees are trained to respect your privacy concerns and to safeguard your personal information. Furthermore, as technology becomes more advanced, we are continuously modifying our physical, electronic, and procedural safeguards to ensure compliance with federal and state standards and to protect your nonpublic personal information.

We encourage you to learn about identity theft, fraud, and online threats such as email scams. Information on these topics, proactive steps that you can take to protect yourself, as well as instructions on what to do if you become a victim of identity theft or fraud are available at our Web site [www.mycompletecardsolution.com](http://www.mycompletecardsolution.com).

### **Online Privacy**

We are committed to protecting customers and visitors to our Web site at [www.mycompletecardsolution.com](http://www.mycompletecardsolution.com). Accordingly, our Web site uses a variety of advanced Internet security technology, including the encryption of information that is transmitted while accessing account information over the Internet or submitting online applications by using Secure Sockets Layer (SSL) Technology. We also use digital certification, a unique identifier to substantiate our identity to your browser. Additionally, authentication is required when using online services to validate your identity using your Card Number along with a combination of the last four (4) digits of your Social Security Number, Mother's Maiden Name, three (3) digit security code, and the Card expiration date.

### **Managing Financial Information**

#### **Outside of Public Savings Bank and Fifth Third**

Public Savings Bank and Fifth Third does not disclose nonpublic personal information about our customers or former customers to non-affiliated third parties, except as permitted by law for routine business reasons that include, but are not limited to the following:

- Providing information to assist us in processing your applications or managing your accounts.
- Protecting the integrity and security of your records including prevention of fraud and unauthorized transactions (such as credit card companies).
- Reporting to consumer agencies.
- Complying with federal, state, or local laws, rules and other applicable legal requirements (such as a subpoena, garnishment or court order).
- Marketing of bank products or services by companies with which we have joint marketing agreements (account numbers are not shared under such agreements).

In instances in which customer information is shared, we require that third parties treat and maintain the privacy of your customer information with the same degree of diligence and careful attention as is required by Fifth Third.

### **Within Public Savings Bank and Fifth Third**

In order to best serve our customers, it may be necessary for certain types of information to be accessible across our companies. Having information available enables us to provide you with quality assistance and convenience for a variety of products and services. The type of information that may be shared includes, but is not limited to:

- Application Information (such as your name and address)
- Employment History (such as income or credit references)
- Account Balances
- Payment History (such as timeliness of payments)
- Credit Card Activity

### **Privacy Options**

You have choices as to how we contact you for marketing purposes as well as how we use your credit and personal financial information among Fifth Third companies.

If you are comfortable with the methods in which we use your information currently, there is no need to indicate your preference. We recognize, however, that you may wish to limit the ways in which we use your information for marketing, and we offer the following opt-out choices:

- You may request that we not call you.
- You may ask that we not send you information by mail.
- You may direct us not to contact you by email.
- You may also tell us not to share your credit and personal financial information with other Fifth Third companies.

To specify your preference or discuss your options, write to Card Center, Customer Service, Privacy Administration, P.O. Box 3038, Evansville, Indiana, 47730-3038 or call a Customer Service Professional at 1-888-720-6836. Preferences must include your name, address, telephone number, and Social Security Number. Incomplete information will delay or prevent our ability to honor your request. If you have a joint account, a request by one owner will apply to the joint account. The opt-out designation, if elected, applies to your current portfolio of accounts. Our systems will be updated to reflect your privacy preferences within 30 days following receipt of the request.

### **Customer Identification Program**

In accordance with the USA PATRIOT Act, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or entity opening an account. This includes all personal and commercial accounts.

#### **What This Means To Our Customers**

When you open an account, you will be asked for your name, address, social security or tax identification number, date of birth (if applicable) and other information that will allow us to identify you. You will also be asked to furnish your driver's license or other identifying documents. We are required to follow this procedure each time an account is opened, even if you are a current customer. Thank you for helping us to follow this Federally-mandated procedure.

### **Companies Covered By This Policy**

Gelt Holdings, Inc.  
Gelt Financial Corporation  
Public Savings Bank

Third party vendors used by above companies

This policy applies to all companies that are listed above as well as any third-party vendors used by these companies.

### **IMPORTANT INFORMATION ABOUT CREDIT REPORTING**

We may report information about your accounts to credit bureaus. Late payments, or defaults on your account may be reflected in your credit report.



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