

MASTERCARD®

CARDHOLDER AGREEMENT – General Public

Please read this agreement carefully and save it for future reference. It contains important state and federal disclosures, including Regulation Z disclosures and disclosures regarding your rights in case of errors or inquiries about your bill.

This is the Agreement that covers your MasterCard Cardholder Account with First Bank of Delaware (“Account”). In this Agreement, “we”, “us”, and “our” refer to First Bank of Delaware, Member FDIC, Wilmington, Delaware, pursuant to a license from MasterCard International Incorporated. The words “you” and “your” refer to the person who applied for the Account and each person to whom we issue a Card at your request or who uses a Card with your consent (an “Authorized User”). The word “Card” means your MasterCard Credit Card.

This Agreement becomes effective upon receipt of the Agreement.

To avoid unauthorized use of your Card, please sign the back of your Card immediately.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	See Pricing Information Addendum
APR for Cash Advances	See Pricing Information Addendum
Penalty APR and When it Applies	None
Paying Interest	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.
Minimum Interest Charge	None
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at http://www.federalreserve.gov/creditcard .

Fees	
Set-up and Maintenance Fees <ul style="list-style-type: none"> • Account Processing Fee • Annual Fee • Account Maintenance Fee 	<p>NOTICE: Some of these set-up and maintenance fees will be assessed before you begin using your card and will reduce the amount of credit you initially have available. Based on your initial credit limit of \$300, your initial available credit will vary. (See Pricing Information Addendum)</p> <p>You may still reject this plan, provided that you have not yet used the account or paid a fee after receiving a billing statement. If you do reject the plan, you are not responsible for any fees or charges.</p> <p>See Pricing Information Addendum</p> <p>See Pricing Information Addendum</p> <p>See Pricing Information Addendum</p>
Transaction Fees	
<ul style="list-style-type: none"> • Cash Advance • Foreign Transaction 	<p>See Pricing Information Addendum</p> <p>See Pricing Information Addendum</p>
Penalty Fees	
<ul style="list-style-type: none"> • Late Payment • Returned Payment 	<p>See Pricing Information Addendum</p> <p>See Pricing Information Addendum</p>

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)." See Section 10 below for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

- 1. Using Your Card.** You may use your Card and your Account to make Purchases if your Account is in good standing and you have available credit. You may also use your Card and a PIN to obtain Cash Advances at an automated teller machine ("ATM"). No Cash Advances are permitted within the first ninety (90) days after the Effective Date of this Agreement. After ninety (90) days have elapsed from the Effective Date of this Agreement, you may obtain Cash Advances, as long as the Cash Advance amount does not increase your Account balance to an amount greater than your Credit Limit. You may not use the Card or your Account for any illegal transaction or any gambling transaction. We will decline identifiable gambling transactions. We may impose restrictions on your Account at any time, including restrictions on (a) the number of transactions allowed per day; (b) the dollar amount of transactions approved; (c) your ability to obtain Cash Advances; and (d) your ability to use your Card at an ATM.

If you give your Account number to make a Purchase or obtain a Cash Advance without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if the Card itself was used by you. Your Account may be used only for valid and lawful purposes.

If we, at our option, give you a Personal Identification Number (PIN), you may use your Card to obtain a Cash Advance from any ATM that bears the MasterCard logo. All ATM transactions are treated under terms of this Agreement the same as Cash Advances. We have the right to restrict your access to any qualified ATM at any time. You should not keep your PIN with your Card. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately, following the procedures under the heading "Lost or Stolen Card."

- 2. Credit Limit.** Your initial Credit Limit will be \$300.00.
- 3. Initial Statement, First Payment and Credit Availability. - See Pricing Information Addendum**
- 4. Payments.** You promise to pay to us all amounts advanced to you as a Purchase or a Cash Advance (including amounts advanced to any Authorized User) under this Agreement, plus all **FINANCE CHARGES** assessed on those amounts, and all Other Charges, costs, and fees which are applied to your Account. All payments must be made in U.S. dollars, and all checks or other items tendered in payment must be drawn on U.S. financial institutions. Payments must be made to **Continental Finance** at the address shown on the Billing Statement ("Payment Address") and must be received by

Continental Finance no later than 5:00 p.m. prevailing Eastern time on the date on which they are due. You may pay any or all of the amounts you owe at any time without penalty, but you must pay at least the Minimum Payment Due each month on or before the Payment Due Date and in accordance with any hour of receipt or other payment instructions shown on the Billing Statement. The Payment Due Date will be at least twenty-five (25) days after the Billing Cycle Closing Date.

- If the New Balance shown on your Monthly Billing Statement is less than or equal to \$35.00, the Minimum Payment Due equals the New Balance.
- If your New Balance exceeds \$35.00, the Minimum Payment Due equals the greater of 4.00% of the New Balance or \$35.00, plus any Late Payment Fee assessed in the current Billing Cycle.

The Total Payment Due is the Minimum Payment Due, plus any past due amounts.

Payments will be applied in a manner we determine to be in accordance with applicable law and will ordinarily be applied to **FINANCE CHARGES**, Other Charges and fees before principal balances, and may change from time to time. Credit to your Account may be delayed up to five (5) days if payment is (a) not received at the Payment Address or (b) not accompanied by the payment coupon portion of your Billing Statement. Delayed crediting may cause you to incur but will not be limited to a Late Fee and additional **INTEREST CHARGES**.

You may choose, subject to our approval, to make a payment by means of a direct debit or charge to any deposit, savings, or credit account of yours ("Payment Account"). By requesting that we process a payment by direct debit or charge to your Payment Account, you hereby authorize us, at our option, to debit your Payment Account by means of an electronic transaction or to submit a paper check or draft to your bank.

If you pay by check, you are authorizing us to use information on your check to make a one-time electronic debit from your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check; no additional amount will be added to the electronic debit. [We will process your payment using the Automated Clearing House \(ACH\) system. Electronically processed checks \(and checks presented electronically\) are not returned to you by your bank. We will retain an image of your electronically processed check as required by law.](#) In the ordinary course of business, your check will not be provided to you with your bank statement, but a copy can be retrieved by contacting your financial institution. Please contact the Customer Service Department at the telephone number on your Billing Statement to learn about other payment options if you prefer not to have your check used in this way.

- 5. Credit Availability/Payment Hold.** Payments made by guaranteed funds (for example, money orders, debit cards, credit cards, cashier's checks, MoneyGram and Western Union Quick Collect) will increase your credit availability on the day your payment is posted. For all other payments (for example payments made via a checking account or payments made via the WesternUnion Speedpay system or another third party payment system, which may utilize a checking account), depending on the payment amount and/or how long your Account has been opened, and if you have previously made a payment that was not honored for any reason, such payment will not increase your credit availability until we are assured that the payment has not been dishonored. This payment hold will take up to seven (7) days. If you use a payment service provided by a third party to deliver your payment to us, that third party may charge you a fee for such service; such third party fees are not paid to us, and will not be billed to your Account.
- 6. Irregular Payments and Delay in Enforcement, Waivers and Releases.** We can accept late payments, partial payments, checks, and money orders marked "paid in full" or language having the same effect without losing any of our rights under this Agreement. All written communications concerning disputed amounts, including a check or other payment instrument that (a) indicates that the payment constitutes "payment in full" or is otherwise tendered as full satisfaction of a disputed amount, or (b) is tendered with other conditions or limitations, must be marked or delivered to us at the address for billing inquiries shown on your Billing Statement, not the Payment Address. You waive presentment for payment, notice of non-payment, and of protest, and you agree to any extensions of time of payment and partial payment before, at, or after maturity.
- 7. Billing Statements.** We will promptly send a Billing Statement at the end of each monthly Billing Cycle if your Account has a debit or credit balance greater than \$1.00 or if a **FINANCE CHARGE** has been imposed. The Billing Statement will show the Previous Balance, Purchases and Cash Advances posted during the Billing Cycle, any **FINANCE CHARGES**, Other Charges and fees, and all payments, debits, and credits to your Account through the Billing Cycle Closing Date. It will also show, among other things, your New Balance, the Minimum Payment Due, and the Payment Due Date (which will be at least twenty-five (25) days after the Billing Cycle Closing Date).
- 8. Credit Limit Increases.** Your Account will be reviewed periodically for a Credit Limit increase. Unless you opt out of automatic Credit Limit increases as provided below, you can qualify for Credit Limit increases, beginning with the sixth month your Account is open by satisfying our credit criteria at that time which may include criteria such as your record of timely payments and staying within your Credit Limit. After the first Credit Limit increase, you can

receive additional increases as often as every one hundred eighty (180) days. Each Credit Limit increase will range from \$75.00 to \$100.00, subject to a maximum Credit Limit of \$2,000.00. Each increase will appear on your Account no later than one (1) month after you have qualified for such increase. At the time of each Credit Limit increase, a \$25.00 to \$30.00 Credit Limit Increase Fee, which is a **FINANCE CHARGE**, will be charged to your Account. If you do not want to be eligible for automatic Credit Limit increases, you must notify us in writing at **Continental Finance, P.O. Box 8099, Newark, DE 19714-8099** or call us toll free at **1-800-518-6141**. In addition, you may decline a Credit Limit increase, and avoid the \$25.00 to \$30.00 Credit Limit Increase Fee, by notifying us in writing at the address shown above, or by calling us toll free at **1-800-518-6141**, within thirty (30) days of the date of the Billing Statement on which the Credit Limit increase appears on your Account, as long as you have not used any part of the increase for any Purchases or Cash Advances. We may change the criteria applied to determine your eligibility for a Credit Limit increase at any time in our sole discretion. In addition, we may elect, in our sole discretion, to modify or discontinue the practice of granting Credit Limit increases.

9. **Lost or Stolen Card.** You agree to notify us immediately if any Card is lost or stolen, or if you suspect that your Account has been used, or may be used, without your permission. You can be liable for the unauthorized use of your Card. In New York, you will not be liable for unauthorized use of the Card that occurs prior to the Effective Date. You will not be liable for unauthorized use that occurs after you notify us in writing at **Card Services, P.O. Box 30034, Tampa, FL 33630-3034** or toll free by phone at **1-866-839-3485**, of the loss, theft or possible unauthorized use. In any case, your liability will not exceed \$50.00.

10. FINANCE CHARGES. - See Pricing Information Addendum

11. Other Charges. - See Pricing Information Addendum

12. **Default/Collection Costs.** Your Account will be in default, and we may demand immediate payment of the entire amount you owe us without giving you prior notice, if: (a) your Minimum Payment Due is not received by the Payment Due Date; (b) you make Purchases or obtain Cash Advances in excess of your Credit Limit; (c) you become insolvent or are a party to a bankruptcy proceeding; (d) you die; (e) you provide false information to us, misuse the Account or Card, or violate any term of this Agreement; (f) any judgment or lien is filed against you; or (g) we reasonably believe that your ability to repay your obligations to us has been materially impaired. We shall also have the right to all remedies provided by law including, without limitation, closing or refusing to renew your Account and demanding return of your Card(s). Our failure to declare your Account in default does not excuse you from performing all of your obligations under this Agreement, and such

failure shall not constitute a waiver of our rights to declare the Account in default and terminate your ability to use the Account and the Card at a later time or upon the occurrence of the same or a different event of default.

If we refer your Account for collection to an attorney who is not our regularly salaried employee, you agree to pay the reasonable fees of such attorney and, whether or not an attorney is retained, all court and other collection costs, including any amounts actually incurred by us in recovering your Card(s).

13. Refusals to Honor Card. We are not responsible if any bank, merchant, or other person refuses to honor your Card. Except as otherwise required by law or regulations, we will not be responsible for merchandise or services purchased through use of your Card.

14. Account Closing and Fee Refund. If you elect to close your Account and notify us in writing within sixty (60) days of receiving this Agreement and before you make any charges for Purchases or Cash Advances to your Account, the Annual Fee, Account Processing Fee, Express Handling Fee and Account Maintenance Fee, if applicable, will be refunded to you or credited to your Account, as the case may be. In addition, any Credit Limit Increase Fee is refundable in accordance with Section 8, "Credit Limit Increases."

15. Termination. You or we may terminate your privileges under this Agreement or cancel or limit your privileges to make Purchases or obtain Cash Advances at any time, with or without cause, subject to applicable notice requirements. **If you or we terminate your credit privileges, you promise that any amounts that you owe us at the time of termination, plus any new Purchases or Cash Advances, plus any FINANCE CHARGES, Other Charges and fees that will continue to be imposed at the rates specified in this Agreement, will be repaid according to this Agreement.** You agree that you will not try to make any Purchases or obtain Cash Advances after you have been notified that your privileges to use your Account have been canceled. You may terminate this Account at any time. In order to terminate your Account, you must give us written notice of your intent to terminate your Account at the address for inquiries shown on your Billing Statement, and pay your outstanding balance in full. Your notice of termination will become effective as soon as we can reasonably act on it. If you request that we terminate your Account, but do not pay your outstanding balance in full, your credit privileges will be terminated.

16. Notices. We will send Billing Statements and any other notices to you at the address shown in our files. You promise to inform us promptly in writing of any change in your address. Any written notice from you to us must be sent to us at **Continental Finance, P.O. Box 8099, Newark, DE 19714-8099** or to

such other address as we may give you, and shall be effective when received by us at such address. In determining your last known address, we can accept address corrections received from the U.S. Postal Service.

17. Changes in Agreement Terms. We can change any term of this Agreement, including the rate at which or manner in which **FINANCE CHARGES** are calculated, in our sole discretion, upon such notice to you as is required by law. At our option, any change will apply both to your new activity and to your outstanding balance when the change is effective.

18. Arbitration. PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. UNLESS YOU EXERCISE YOUR RIGHT TO OPT-OUT OF ARBITRATION IN THE MANNER DESCRIBED BELOW, YOU AGREE THAT ANY DISPUTE WILL BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO HAVE A JURY TRIAL, TO ENGAGE IN DISCOVERY (EXCEPT AS MAY BE PROVIDED FOR IN THE ARBITRATION RULES), AND TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS OR IN ANY CONSOLIDATED ARBITRATION PROCEEDING OR AS A PRIVATE ATTORNEY GENERAL. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE IN ARBITRATION.

Agreement to Arbitrate. You and we agree that any Dispute (defined below) will be resolved by Arbitration. This agreement to arbitrate is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and the substantive law of the State of Delaware (without applying its choice-of-law rules).

What Arbitration Is. “Arbitration” is a means of having an independent third party resolve a Dispute. A “Dispute” is any claim or controversy of any kind between you and us. The term Dispute is to be given its broadest possible meaning and includes, without limitation, all claims or demands (whether past, present, or future, including events that occurred prior to the opening of this Account and whether or not a credit card is issued), based on any legal or equitable theory (contract, tort, or otherwise) and regardless of the type of relief sought (i.e., money, injunctive relief, or declaratory relief). A Dispute includes, by way of example and without limitation, any claim based upon a federal or state constitution, statute, ordinance, regulation, or common law, and any issue concerning the validity, enforceability, or scope of this arbitration agreement.

For purposes of this arbitration agreement, the terms “you” and “your” include any co-signer, co-obligor, guarantor, or Authorized User and also your heirs, guardian, personal representative, or trustee in bankruptcy. The terms “we,” “our,” and “us” include our employees, officers, directors, members, managers, attorneys, affiliated companies, predecessors, and assigns, as

well as our marketing, servicing, and collection representatives and agents, including, without limitation, Continental Finance Company, LLC.

How Arbitration Works. If a Dispute arises, the party asserting the claim or demand must initiate arbitration, provided you or we may first try to resolve the matter informally or through customary business methods, including collection activity. The party filing for arbitration must choose either of the following arbitration firms for initiating and pursuing for arbitration: the American Arbitration Association (“AAA”) or JAMS. If the parties mutually agree, a private party, such as a retired judge, may serve as the arbitrator. If you claim you have a Dispute with us, but do not initiate for arbitration or select an arbitrator, we may do so. You may obtain copies of the current rules of each of the arbitration firms and forms and instructions for initiating for arbitration by contacting them as follows:

American Arbitration Association
335 Madison Avenue, Floor 10
New York, NY 10017-4605
Web site: www.adr.org

JAMS
1920 Main Street
Suite 300
Irvine, CA 92614
Web site: www.jamsadr.com

The policies and procedures of the selected arbitration firm will apply provided such policies and procedures are consistent with this arbitration agreement. To the extent the arbitration firm’s rules or procedures are different than the terms of this arbitration agreement, the terms of this arbitration agreement will apply.

What Arbitration Costs. If you initiate the arbitration, you will be responsible for the first \$50.00 of filing fees and other costs or fees, and we will pay the balance of the filing fee and any costs or fees charged by the arbitrator above the first \$50.00. If you cannot afford to pay the first \$50.00, we may pay this in our discretion. If we initiate the arbitration, we will pay the filing fee and any costs or fees charged by the arbitrator. Unless prohibited by law, the arbitrator may award fees, costs, and reasonable attorneys’ fees to the party who substantially prevails in the arbitration.

Location of Arbitration. Unless you and we agree to a different location, the arbitration will be conducted in the same city as the United States District Court closest to your then current mailing address.

Waiver of Jury Trial and Class Action Waiver. You are waiving your right to a jury trial, to have a court decide your Dispute, to participate in a class action lawsuit, and to certain discovery and other procedures that are available in a lawsuit. You and we agree that the arbitrator has no authority to conduct class-wide proceedings and is only authorized to resolve the individual Disputes between you and us. The validity, effect, and enforceability of this waiver of class action lawsuit and class-wide arbitration, if challenged, are to be determined solely by a court of competent jurisdiction and not by the AAA, JAMS, or the arbitrator. If such court refuses to enforce the waiver of class-wide arbitration, the Dispute will proceed in court. The arbitrator has the ability to award all remedies available by statute, at law, or in equity to the prevailing party.

Applicable Law and Review of Arbitrator's Award. The arbitrator shall apply applicable federal and Delaware substantive law and the terms of this Agreement. The arbitrator must apply the terms of this arbitration agreement, including without limitation the waiver of class-wide arbitration. The arbitrator shall make written findings and the arbitrator's award may be filed with any court having jurisdiction. The arbitration award shall be supported by substantial evidence and must be consistent with this Agreement and with applicable law, and if it is not, it may be set aside by a court. The parties shall have, in addition to the grounds referred to in the Federal Arbitration Act for vacating, modifying, or correcting an award, the right to judicial review of (a) whether the findings of fact rendered by the arbitrator are supported by substantial evidence, and (b) whether the conclusions of law are erroneous under the substantive law of the State of Delaware and applicable federal law. Judgment confirming an award in such a proceeding may be entered only if a court determines that the award is supported by substantial evidence and is not based on legal error under the substantive law of the State of Delaware and applicable federal law.

Survival. This arbitration provision shall survive: (1) termination or changes to this Agreements, the Account, or the relationship between you and us concerning the Account; (2) the bankruptcy of any party; and (3) any transfer, sale, or assignment of your Account, or any amounts owed on your Account, to any other person or entity.

Right to Opt-Out. *If you do not wish to agree to arbitrate all Disputes in accordance with the terms and conditions of this Section 18, you must advise us in writing at the following address within sixty (60) days of the later of when you submit a completed application or when we mail this Agreement to you: Continental Finance, P.O. Box 8099, Newark, DE 19714-8099. You may opt-out without affecting your application or status as a cardholder.*

- 19. Applicable Law.** This Agreement and your Account, and any claim, Dispute, or controversy arising from or relating to this Agreement or your Account, are governed by and interpreted under federal law and construed in accordance with the laws of the State of Delaware (without applying its choice-of-law rules). The formation, legality, enforceability, and interpretation of this Agreement, and any amounts contracted for, charged and received under this Agreement, will be governed by such laws. This Agreement is entered into between you and us in Delaware, and our decisions regarding the extension of credit to you are made in Delaware. Federal and Delaware law will also apply to any controversy, claim, or Dispute arising from or relating in any way to the subject matter of this Agreement and your Account, including, without limitation, statutory, equitable, and tort claims.
- 20. Binding Effect.** This Agreement is binding upon and enforceable against your heirs, legal representatives, and successors.
- 21. Severability.** If any provision of this Agreement, including any portion of the arbitration agreement set forth above in Section 18, is determined to be invalid or unenforceable under any rule, law, or regulation, the validity or enforceability of any other provision of this Agreement shall not be affected, and in lieu of such invalid or unenforceable provision there shall be added automatically, as part of this Agreement, a provision as similar in terms as may be valid and enforceable, if possible. Notwithstanding the foregoing, if a class action litigation or a class-wide arbitration is permitted for any reason, either party may require that the entire Dispute, as defined in Section 18 above, be heard by a judge, sitting without a jury, under applicable court rules and procedures.
- 22. Foreign Currency Conversion Rate.** If you effect a transaction at a merchant that settles in a currency other than U.S. dollars, MasterCard will convert the charge into a U.S. dollar amount. MasterCard's currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by MasterCard, and that the government-mandated exchange rate or wholesale exchange rate MasterCard uses for a particular transaction is the rate MasterCard selects for the applicable currency on the day the transaction is processed, which may differ from that applicable to the date the transaction occurred or when it is posted to the cardholder's Account. In addition to the exchange rate, we impose a Foreign Currency Transaction Fee of 2.0% of the transaction amount. This 2.0% Foreign Currency Transaction Fee will be applied to all transactions posted to your Account in a foreign currency, including all Purchases, Cash Advances, and returns and adjustments (e.g., for returned merchandise). A portion of the foreign currency transaction fee is paid by us to MasterCard in connection with the foreign currency transaction. The Foreign Currency Transaction Fee is a **FINANCE CHARGE**.

- 23. Illegal Transactions.** Your Card and Account may be used only for valid and lawful purposes. If you use, or allow someone else to use, your Card and Account for any other purpose, you will be responsible for such use and may be required to reimburse us for all amounts or expenses we pay as a result of such use.
- 24. Credit Reporting Information.** Because you have requested a Card, we are entitled under applicable law, including the Fair Credit Reporting Act, to obtain information about you from a credit reporting agency. We may also verify your credit references and other information that you provide to us. We may obtain updated or additional information about you, including consumer reports, from time to time for any legitimate purpose including, but not limited to, the extension of credit to you or the review or collection of your Account. We will report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account will be reflected in your credit report.
- 25. Call Monitoring/Recording.** You authorize us and any third party servicing your Account to listen to and record telephone calls between you and us and telephone calls between you and any third party service provider, in order to evaluate the quality of service or for any other lawful purpose.
- 26. Mobile and Cellular Telephones.** If you provide a mobile or cellular phone number to us, or if you call us from a mobile or cellular phone, you consent to accept telephone calls, including collection calls, from us to your mobile or cellular phone.
- 27. Sale/Assignment/Transfer.** We may sell, assign, or transfer all or any portion of your Account or any balances due under your Account without prior notice to you. You may not sell, assign, or transfer your Card or your Account or any of your obligations under this Agreement.
- 28. Entire Agreement.** This Agreement, together with your Application, constitutes the final and complete expression of the credit agreement between you and us relating to your Account and supersedes and may not be contradicted by evidence of any prior, contemporaneous, or subsequent oral credit agreement between you and us relating to your Account.
- 29. How to Contact Us.** For general inquiries we can be reached in writing at: **Continental Finance, P.O. Box 8099, Newark, DE 19714-8099.** Or, you can call our Customer Service Department at **1-800-518-6141.** Automated Account information is available 24 hours a day, 7 days a week with representatives available Monday – Friday between the hours of 8:00 a.m. to 9:00 p.m. and Saturday between the hours of 9:00a.m. to 1:00p.m., Eastern Standard Time. Payments should be mailed to the address listed on your Billing Statement.

**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 Billing Statement is wrong, or if you need more information about a transaction on your Billing Statement, write us on a separate sheet at the address listed on your Billing Statement. Write to us as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first Billing Statement 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 (3) 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 thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the Billing Statement 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 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 Billing Statement, you will not have to pay any **INTEREST CHARGES** related to any questioned amount. If we did not

make a mistake, you will have to pay **INTEREST CHARGES**, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a Billing Statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we will 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 Billing Statement. 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 is final.

If we don't follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your Billing Statement was correct.

Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with your 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 property or services. There are two limitations on this right:

- (a) You must have made the Purchase in your home state or, if not within your home state, within one hundred (100) miles of your current mailing address;
and
- (b) The purchase price must have been more than \$50.00.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

Pricing Information Addendum

3. Initial Statement, First Payment and Credit Availability. You agree to pay the **Annual Fee** which ranges from \$25.00 to \$75.00 and an **Account Processing Fee FINANCE CHARGE** which ranges from \$75.00 to \$200.00, which will be billed to your Account at Card issuance and will appear on your Initial Billing Statement. Fees will begin to accrue **INTEREST CHARGES** on the date that they are posted to your Account. **Your available credit after these charges will range from \$50.00 to \$150.00 at Card issuance. If at your option you choose the Express Handling Service, the \$25.00 fee associated with this service will reduce your available credit at Card issuance by \$25.00.** You also agree to pay the monthly Account Maintenance Fee which ranges from \$10.00 to \$18.00, which will start being billed on your first Monthly Billing Statement. The Initial Billing Statement will be mailed to you on or about the same date as your Continental Finance Credit Card. The Minimum Amount Due on your Initial Billing Statement will equal \$35.00 and will be due and payable within approximately twenty five (25) days from the date of your Account opening. Your current Credit Limit will appear on your Initial Billing Statement and each subsequent Monthly Billing Statement, hereinafter collectively referred to as "Billing Statement". The maximum Credit Limit you can obtain over time is \$2,000.00. You agree that, in accordance with and subject to applicable law, we can change or cancel your Credit Limit at any time, with written advance notice if necessary without affecting your obligation to pay the amounts that you owe under this Agreement. You agree not to make any Purchase or obtain any Cash Advance that would cause the unpaid balance of your Account to exceed your Credit Limit. We are not required to allow you to make Purchases or Cash Advances that cause your Account to exceed the Credit Limit, but if we do you will be liable for such amount.

10. FINANCE CHARGES. Your Account is subject to the following **FINANCE CHARGES**, each of which will be charged to your Account as a Purchase for the purpose of calculating **INTEREST CHARGES**:

INTEREST CHARGES. Your due date is at least 25 days after the close of each Billing Cycle. To avoid incurring additional **INTEREST CHARGES** on the balance of Purchases reflected on your monthly Billing Statement and, on any new Purchases appearing on your next monthly Billing Statement, you must pay the New Balance, shown on your monthly Billing Statement, on or before the Payment Due Date. The grace period for the New Balance of Purchases extends to the Payment Due Date. There is no grace period for Cash Advances.

INTEREST CHARGES for Purchases and Cash Advances are calculated at a daily periodic rate ranging from 0.0267% to 0.0546%, which is equivalent to an **ANNUAL PERCENTAGE RATE ranging from** of 9.75% to 19.92%.

INTEREST CHARGES for a Billing Cycle are calculated separately for each balance (for example, Purchases and Cash Advances). For each balance, we multiply the Daily Periodic Rate by the Average Daily Balance by the number of days in the **INTEREST CHARGE** calculation period. The **INTEREST CHARGE** calculation period begins on the first day of the Billing Cycle and ends on the last day of the Billing Cycle. You authorize us to round the **INTEREST CHARGES** for each balance to the nearest cent. To calculate the Average Daily Balance for each balance, we take the beginning balance subtract any payments, and credits posted to your Account from the transaction date. Any fees and purchases are added to the daily balances from the posting date. Sum the daily balances (daily balance for every day in the **INTEREST CHARGE** calculation period) which will be the total aggregate. Divide the total aggregate by the number of days in the current Billing Cycle for the Average Daily Balance amount. Any resulting credit balance is treated as zero (\$0.00) balance. There is no minimum **INTEREST CHARGE**. The **INTEREST CHARGE** calculation begins on the date the transaction is posted to your Account.

Cash Advance Fee. In addition to the **INTEREST CHARGE** on Cash Advances, there is a **FINANCE CHARGE** of 3% or \$5.00, whichever is greater, for each Cash Advance posted to your Account that month.

Account Processing Fee. There is a one-time Account Processing Fee which ranges from \$75.00 to \$200.00 as a condition of extending credit to you. This fee is a **FINANCE CHARGE**.

Credit Limit Increase Fee. Your Account will be assessed a Credit Limit Increase Fee ranging from \$25.00 to \$30.00 each time that you receive a Credit Limit increase. This fee is a **FINANCE CHARGE**.

Foreign Currency Transaction Fee. We will assess a Foreign Currency Transaction Fee equal to 2% of any transaction made in a foreign currency that is converted to U.S. Dollars by MasterCard. This fee is a **FINANCE CHARGE**.

11.Other Charges. Your Account is subject to the following fees, each of which will be charged to your Account as a Purchase for the purpose of calculating **INTEREST CHARGES**:

Annual Fee: Your Account will be assessed an Annual Fee which ranges from \$25.00 to \$75.00 when your Account is opened and annually thereafter on approximately the anniversary date of your Account. The Annual Fee is non-refundable except as provided in Section 14 of the MasterCard Cardholder Agreement. Your payment of the Annual Fee does not affect our right to close your Account or to limit your ability to make transactions on your Account.

Account Maintenance Fee. We will charge a monthly Account Maintenance Fee which ranges from \$10.00 to \$18.00 for your participation in your Account. This Fee will be charged each month beginning with your second Billing Statement. If your Account is closed by you or us, we will continue to charge the Account Maintenance Fee until you pay your outstanding balance in full.

Late Payment Fee. If we do not receive a payment from you in at least the amount of the Minimum Payment Due by the Payment Due Date shown on your Billing Statement, you will be charged a Late Payment Fee of \$35.00. We may also refer to this fee as the late fee or late charge.

Returned Payment Fee. If you make a payment on your Account and your check or other payment instrument (including an electronic funds transfer or a telephone authorized draft) is not honored for any reason or cannot be processed, we will charge a Returned Payment Fee of \$35.00.

Express Handling Fee. If you request this service, we will guarantee your new Account will be processed and Card embossed and mailed within five (5) business days. We impose a \$25.00 fee for this express service. This optional service is available on new Accounts, lost, stolen, or replacement Cards.

Duplicate Statement Fee. If you request a copy of a Billing Statement, you will be charged a Duplicate Statement Fee of \$5.00, unless you request the Billing Statement in connection with a bona fide billing error dispute.