

MASTERCARD®
CARDHOLDER AGREEMENT

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, Wilmington, Delaware, Member FDIC. 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® Card.

This Agreement becomes effective upon receipt of the Agreement, the “Effective Date”.

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	
<p>Set-up and Maintenance Fees</p> <ul style="list-style-type: none"> • Account Set Up and Documentation Fee • Application Processing Fee • Monthly 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. For example, if you are assigned the minimum credit limit of \$300, your initial available credit will be only about \$75</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.** If your Account is in good standing (Account is open and not delinquent) and you have available credit, you may use your Card and your Account to make Purchases and Cash Advances. Cash Advances are not 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 we, at our option, give you a PIN, you may use your Card to obtain a Cash Advance from any ATM that bears the MasterCard® logo. All ATM transactions are Cash Advances under this Agreement. 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, but your available credit at Card issuance will be \$75.00 due to the \$225.00 Account Set-up and Documentation Fee described immediately below in Section 3.
- 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.

Minimum Payment 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. 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.

Application of Payments. 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**. Payments must be received by First Bank of Delaware no later than 5:00 p.m. prevailing Eastern Standard Time on the date on which they are due in order to be considered timely.

Payment Procedures. Payments must be made to **First Bank of Delaware** and in accordance with any hour of receipt and other payment instructions shown on the Monthly Billing Statement. All payments must be made in U.S. dollars, and all checks or other instrument tendered in payment must be drawn on U.S. financial institutions. Payments sent by mail [or courier] must be sent to the address shown on the Monthly Billing Statement (“Payment Address”), must be sent as a single check or other instrument in the payment envelope provided with your Monthly Billing Statement, must be accompanied by the single payment remittance stub that applies to the payment, and must not be accompanied by other payment remittance stubs, checks, or other instruments. Credit to your Account may be delayed up to five (5) days if we accept a payment from you that does not comply with the requirements of this paragraph. Delays in crediting your payment for this reason can cause you to incur 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. Your account may be debited as soon as the day we receive 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 Customer Service Department at the telephone number on your Monthly 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 Monthly 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. At our discretion, we can also accept payments made in foreign currency or through checks or other instruments drawn on funds deposited outside of the U.S. If we accept such payments, we will choose the currency conversion rate. We can also deduct from your payment or bill you separately for any costs we incur in processing the payment.
- 7. Monthly Billing Statements.** We will promptly send a Monthly 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 Monthly Billing Statement will show the Previous Balance, Purchases and Cash Advances posted during the Billing Cycle, any **FINANCE 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 semiannually 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 fourth month your Account is open by satisfying and continuing to satisfy 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 be \$75, subject to a maximum Credit Limit of \$1,500.00. 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 Credit Limit Increase Fee, for each \$75.00 of increase, 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 **First Bank of Delaware P.O. Box 30133 Tampa FL 33630-3133**. If you do not want to be eligible for automatic Credit Limit increases, you must notify us in writing at First Bank of Delaware c/o Liberty Card Services, 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 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 Monthly 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. You will not be liable for unauthorized use that occurs after you notify us in writing at **First Bank of Delaware P.O. Box 30133 Tampa FL 33630-3133**, or toll free by phone at **866-907-6528**, 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 liable for the failure or refusal of a merchant, ATM or other institution to honor your Card. Although you may have credit available, we will not be liable for the failure to authorize credit due to operational difficulties or mistakes. Transactions above a certain dollar amount may require authorization by us before the transaction can be approved. In addition, we may limit the number and amount of transactions approved in one day for security reasons, without any liability to you.

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 Account Set-Up and Documentation Fee and the Account Maintenance Fee will be refunded to you or credited to your Account, as the case may be. After this 60-day period, such fees and charges are no longer avoidable or refundable and you will be responsible for paying any such fees and charges that are charged to your account. 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 and other charges 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 Monthly 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; Change of Address, Employment and Telephone. We will send all written notices and statements to your address as it appears on our records. To avoid delays and missed payments that could affect your credit standing, you agree to advise us promptly if you change your mailing address, place of employment, or telephone number.

17. Changes in Agreement Terms. Change of Terms. *We can change any term of this Agreement, including the rate at which or manner in which FINANCE CHARGES are calculated, at any time, in our sole discretion, upon such notice to you as is required by law. Any change in your Annual Percentage Rate will apply to your new activity, while your previous Annual Percentage Rate will apply to the outstanding balance on your Account as calculated immediately prior to the effectiveness of such change.*

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 MAY 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 either you or we may elect, without the other's consent, to have any Dispute (defined below) resolved through mandatory, binding Arbitration. This agreement to arbitrate is governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1 et seq., and, to the extent state law applies, by the substantive law of the State of Delaware (without applying its choice-of-law rules). However, Disputes filed in a small claims court are not subject to arbitration, so long as the matter remains in small claims court and proceeds only on an individual (i.e., non-class, non-representative) basis.

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 arising from or related to this Agreement, your Account, any use of your card, or any communications between you and us. The term Dispute is to be given its broadest possible meaning that will allow this arbitration agreement to be enforced, 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. A Dispute also includes claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise, and claims made independently or with other claims

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, First Bank of Delaware.

How Arbitration Works. If a Dispute arises, either you or we may elect, without the other’s consent, to have the Dispute resolved through 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 one of the following arbitration firms and follow its rules and procedures for initiating and pursuing for arbitration: the American Arbitration Association (“AAA”) or the National Arbitration Forum (“NAF”). If the parties mutually agree, a private party, such as a retired judge, may serve as the arbitrator. 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
1633 Broadway, Floor 10
New York, NY 10019
Web site: www.adr.org

JAMS
1920 Main Street
Suite 300

Irvine, CA 92614
Web site: www.jamsadr.com

Disputes and remedies sought as part of a class action, private attorney general or other representative action are subject to arbitration on an individual (i.e., non-class, non-representative) basis, and the arbitrator may award relief only on an individual (i.e., non-class, non-representative) basis. Disputes must be brought in the name of an individual person or entity and must proceed on an individual (i.e., non-class, non-representative) basis. Disputes, including assigned Disputes, of two or more persons may not be joined or consolidated in the same arbitration. However, applicants, co-applicants, authorized users on a single account and/or related accounts, or corporate affiliates are considered as one person under this Agreement.

The policies and procedures of the selected arbitration firm will apply, provided such policies and procedures are consistent with this arbitration agreement. Those procedures and rules may limit the discovery available to you or us. To the extent the arbitration firm's rules or procedures are inconsistent with the terms of this arbitration agreement, the terms of this arbitration agreement will govern.

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. Each party will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, provided that, 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 in writing, any arbitration hearing will be conducted at a place chosen by the arbitration firm 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. A single neutral arbitrator will resolve Disputes. The arbitrator will apply applicable federal and/or Delaware substantive law consistent with the FAA, applicable statutes of limitations, and the terms of this Agreement. You or we may choose to have a hearing and be represented by counsel. The arbitrator will make any award in writing and, if requested by you or us, will provide a brief statement of the reasons for the award. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the Claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute. 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, a court may set it aside. The parties shall have, in addition to the grounds referred to in the FAA for vacating, modifying, or correcting an award, the right to appeal in writing to the arbitration firm within fifteen days of notice of the award. The appeal shall request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration firm, **with costs allocated as above. The panel shall consider** (a) whether the findings of fact rendered by the arbitrator are supported by substantial evidence, and (b) whether the conclusions of law are inconsistent with the FAA and/or erroneous under the substantive law of the State of Delaware and applicable federal law. The panel shall make decisions based on the vote of the majority. An award by a panel is final and binding after fifteen days. A final and binding award is subject to judicial review and enforcement as provided by the FAA or other applicable law.

Survival and Severability. 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. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force, provided that an arbitrator will not have authority to resolve a Dispute between anyone other than you and us. No modification of or amendment to this arbitration agreement is valid or effective unless you and we agree to the modification or amendment in writing.

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: First Bank of Delaware 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. We make decisions about granting credit to you from Delaware and extend credit to you under this Agreement from Delaware.

20. Binding Effect. This Agreement is binding upon and enforceable against your heirs, legal representatives, and successors.

21. Severability. In the event that any provision of this Agreement is determined to be invalid or unenforceable for any reason, the validity or enforceability of any other provision of this Agreement will not be affected, and in lieu of such invalid or unenforceable provision there will be added automatically, as part of this Agreement, a provision as similar in terms as may be valid and enforceable, if possible.

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 your Account.

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: First Bank of Delaware, 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.
- 30. No Waiver by Us.** We reserve the right, at any time and in our sole discretion, not to impose part or all of any fee or other amount imposed pursuant to this Agreement or not to exercise any of our other rights under this Agreement. If we exercise the foregoing right, we will not waive our right

to impose any such fee or other amount, or our right to exercise the foregoing right or any other rights, in the future.

NOTICES

This program is unavailable to individuals residing in New York, Wisconsin, or countries other than the U.S.

CALIFORNIA RESIDENTS: INTEREST CHARGES are compounded on unpaid **FINANCE CHARGES** on Purchases and on unpaid **FINANCE CHARGES** on Cash Advances.

NEW JERSEY RESIDENTS: Because certain provisions of this Agreement are subject to applicable law, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

OHIO RESIDENTS: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

MARYLAND RESIDENTS: You have the right under Section 12-510 of the Commercial Law Code to receive an answer to a written inquiry concerning the status of your Account. **FINANCE CHARGES** will be imposed in amounts or at rates not in excess of those permitted by law.

**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 **FINANCE CHARGES** related to any questioned amount. If we did not make a mistake, you will 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 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 **Account Set-up and Documentation Fee FINANCE CHARGE** of \$225.00, which will be billed to your Account at Card issuance and will appear on your Initial Statement. **Your available credit after these charges will be \$75.00 at Card issuance.** You also agree to pay the monthly Account Maintenance Fee of \$15.00, which will start being billed on your first Monthly Billing Statement. The Initial Statement will be mailed to you on or about the same date as your Simply Gold Credit Card. The Minimum Amount Due on your Initial Statement will equal \$40.00 and will be due and payable approximately twenty five (25) days from the date of your Account opening. Any unpaid balance associated with the above listed fees will begin to accrue **INTEREST CHARGES** after the initial Payment Due Date, which is approximately 25 days from the Account opening date. Your current Credit Limit will appear on your Initial Statement and each subsequent Monthly Billing Statement. The maximum Credit Limit you can obtain over time is \$1,500.00. 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.** See **Pricing Information Addendum** 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.

Rates. INTEREST CHARGES for both Purchases and for Cash Advances are calculated at a daily periodic rate of 0.0541%, which is equivalent to an **ANNUAL PERCENTAGE RATE 19.75%**.

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 Set-up and Documentation Fee. There is a one-time Account Set-up and Documentation Fee of \$225.00 as a condition of extending credit to you. This fee is a **FINANCE CHARGE**.

Application Processing Fee. Your Simply Gold MasterCard® Credit Card requires a one-time Application Processing Fee in the amount of \$4.95. This fee is a **FINANCE CHARGE**. This one-time fee will be debited immediately from your checking account via Electronic Funds Transfer (EFT) when your credit card account is approved. If we try to debit this fee via EFT from your account and our attempt fails, you understand that we have the right to close your Account.

Credit Limit Increase Fee. Your Account will be assessed a Credit Limit Increase Fee of \$25.00 for each \$75.00 of increase 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 3% of any transaction made outside of the continental United States or in a currency other than United States currency. 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:**

Monthly Account Maintenance Fee. We will charge a Monthly Account Maintenance Fee of \$15.00 each Billing Cycle for your participation in your Account. The Monthly Account Maintenance Fee will continue to be charge to the account when it is open and has a zero balance. If your Account is closed by you or us and there is a balance remaining on the account, 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 Total Payment Due by the Payment Due Date shown on your Monthly Billing Statement, you will be charged a Late Payment Fee of \$25.00. 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 \$25.00.

Courier Delivery Fee. We impose a \$25.00 fee for the courier delivery of your Card sent by priority mail, if you request this service. This optional service is available on lost, stolen, or replacement Cards.

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