

## ACCOUNT OPENING DISCLOSURES

### IMPORTANT INFORMATION FOR OPENING A NEW ACCOUNT

To help the United States fight the funding of terrorism and money laundering activities, U.S. law requires us, like other financial institutions, to obtain, verify, and record information that identifies each customer that opens an Account.

What this means for you: When you open an Account with us, we will ask for your name, address, date of birth, social security number, and other identifying information that will assist us with identifying you. We may also ask to see your photo identification (driver's license) or other identifying documents.

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	35.90%
<b>APR for Cash Advances</b>	35.90%
<b>Paying Interest</b>	Your Payment Due Date is at least 25 days after the close of each Billing Cycle. We will not charge you any interest on purchases if you pay your entire Account balance by the Payment Due Date each month. We will begin charging interest on cash advances on the transaction date.
<b>Minimum Interest Charge</b>	None
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .

Fees	
<b>Set up and Maintenance Fees</b>	<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 \$225 (or \$195 if you choose to have an Additional Card).</p> <p>You may still reject this plan, provided that you have not yet used the Card or paid a fee after receiving a Monthly Billing Statement. If you do reject the plan, you are not responsible for any Fees or Other Charges.</p> <ul style="list-style-type: none"> <li>• Annual Fee Credit Limit of \$300: <b>\$75</b> introductory fee for the first year, then <b>\$99</b> thereafter Credit Limit of \$500, \$750, or \$1,000: <b>\$125</b> annually</li> <li>• Monthly Maintenance Fee Credit Limit of \$300 or \$500: <b>\$0</b> introductory fee for the first year, then <b>\$150</b> thereafter (billed <b>\$12.50</b> per month).</li> <li>• Additional Card Fee <b>\$30</b> (one-time, if applicable)</li> </ul>
<b>Transaction Fees</b>	<ul style="list-style-type: none"> <li>• Cash Advance Credit Limit of \$300 or \$500: <b>\$0</b> introductory fee for the first year, then either <b>\$10</b> or <b>3%</b> of the amount of each Cash Advance, whichever is greater. Credit Limit of \$750 or \$1,000: Either <b>\$10</b> or <b>3%</b> of the amount of each Cash Advance, whichever is greater from the date your Account is opened.</li> <li>• Foreign Transaction Credit Limit of \$300 or \$500: <b>\$0</b> introductory fee for the first year, then <b>3%</b> of each transaction in U.S. dollars. Credit Limit of \$750 or \$1,000: <b>3%</b> of each transaction in U.S. dollars from the date your Account is opened.</li> </ul>
<b>Penalty Fees</b>	<ul style="list-style-type: none"> <li>• Late Payment Up to <b>\$41</b></li> <li>• Returned Payment Up to <b>\$41</b></li> </ul>

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

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your Cardholder Agreement.

**MINIMUM CREDIT LIMIT: \$300**  
**INTEREST CHARGES**

**Periodic Rates.**

**INTEREST CHARGES** for Purchases (as defined below) and Cash Advances (as defined below) are calculated at a monthly periodic rate of 2.9917 %, which is equivalent to an **ANNUAL PERCENTAGE RATE ("APR") of 35.90%**. Purchases are everyday transactions on your Account related to buying goods and services on credit. A Cash Advance is a withdrawal of cash against your credit card.

**Paying Interest Charges.** You agree to pay us Interest Charges on your Account as described herein. Subject to any grace period for New Purchases as described in the next section, Interest Charges will be imposed beginning the date a Purchase or Cash Advance is posted to your Account and will continue to accrue until payment is posted.

**How to Avoid Paying Interest Charges on New Purchases (Grace Period).** If you paid the New Balance on your prior Monthly Billing Statement by the due date shown on that billing statement, we will not impose any Interest Charges on New Purchases, or any portion of a New Purchase, paid by the due date on your current Monthly Billing Statement (which will be at least 25 days from the Billing Cycle closing date). New Purchases are Purchases that first appear on your current Monthly Billing Statement. Cash Advances are subject to Interest Charges from the date the transaction is posted to your Account. Unlike with Purchases, there is no time in which you can pay the balance of Cash Advances in order to completely avoid Interest Charges on Cash Advances.

**Monthly Periodic Rate and Corresponding ANNUAL PERCENTAGE RATE (APR).** Interest Charges for Purchases and Cash Advances are calculated at a monthly periodic rate of 2.9917% which is a corresponding **ANNUAL PERCENTAGE RATE (APR)** of 35.90% We calculate the monthly periodic rate by dividing the APR by 12 months.

**How We Calculate Interest Charges** – We use the Average Daily Balance Method (including New Purchases) to calculate the Interest Charges for each Billing Cycle. We calculate the Interest Charges separately on the Purchase balance and the Cash Advance balance that is subject to an APR. We figure the Interest Charges on the Purchase balance and Cash Advance balance by multiplying the **Average Daily Balance** for each balance by the **Monthly Periodic Rate** that applies to that balance.

**How We Calculate Average Daily Balance for Purchases** – We calculate the Average Daily Balance on Purchases as follows: (1) we take the previous day's balance of Purchases (including unpaid Interest Charges and Fees and Other Charges), (2) add any New Purchases (including Fees and Other Charges) as of the date of transaction and (3) subtract the applicable portion of any payments or credits as of the transaction date. This gives us the balance for Purchases. Then we add all of these daily balances for the Billing Cycle together and divide by the number of days in the Billing Cycle. This gives us the Average Daily Balance for Purchases. If a Daily Balance is negative, we treat it as zero.

**How We Calculate Average Daily Balance for Cash Advances** - We calculate the Average Daily Balance on Cash Advances as follows: (1) we take the previous day's balance of Cash Advances (including unpaid Interest Charges and Fees and Other Charges), (2) add new Cash Advances (including Fees and Other Charges) to the Cash Advance balance, and (3) subtract any payments or credits as of the transaction date. This gives us the balance for Cash Advances. Then we add all of these daily balances for the Billing Cycle together and divide by the number of days in the Billing Cycle. This gives us the Average Daily Balance for Cash Advances. If a Daily Balance is negative, we treat it as zero.

We figure the Average Daily Balance (shown as the Balance Subject to Interest Rate on your Monthly Billing Statement) separately for Purchases and Cash Advances for each Billing Cycle.

**FEES AND OTHER CHARGES**

Your Account is subject to the following Fees and Other Charges, each of which may be charged to your Account:

**Cash Advance Fee.** In addition to the Interest Charge on Cash Advances, for initial credit limits of \$300 and \$500, your Account will be assessed a \$0 introductory cash advance fee ("Cash Advance Fee") for the first year the Account is open. After that, your Account will be assessed a fee of either \$10 or 3%, whichever is greater, for each Cash Advance posted to your Account that month. For credit limits of \$750 and \$1,000, your Account will be assessed a fee of either \$10 or 3%, whichever is greater, for each Cash Advance posted to your Account that month from the date your Account is opened. **NO CASH ADVANCES ARE PERMITTED DURING THE FIRST 95 DAYS AN ACCOUNT IS OPEN.**

**Additional Card Fee.** Your Account will be assessed a one-time fee ("Additional Card Fee") of \$30 for each authorized user you add to your Account.

**Foreign Currency Transaction Fee.** For credit limits of \$300 and \$500, your Account will be assessed a \$0 introductory foreign currency transaction fee ("Foreign Currency Transaction Fee") for the first year the Account is open. After that, your Account will be assessed a foreign currency transaction fee equal to 3% of any transaction made in a foreign currency that is converted to U.S. Dollars. For Credit limits of \$750 and \$1,000, your Account will be assessed a foreign currency transaction fee equal to 3% of any transaction made in a foreign currency that is converted to U.S. Dollars from the date your account is opened.

**Annual Fee.** For Credit Limit of \$300, your Account will be assessed an introductory annual fee ("Annual Fee") of \$75 for the first year, then \$99 thereafter ("Annual Fee"). For Credit Limits of \$500, \$750, and \$1,000, your Account will be

assessed an Annual Fee of \$125. The Annual Fee will be billed to your Account once the Account is opened, and on or about your anniversary date each year. Your payment of the Annual Fee does not affect our right to close your Account or our ability to limit transactions on your Account.

**Annual Fee Renewal Refund Disclosure.** We will refund the Annual Fee charged to your Account if you notify us, within 30 days from the date of the Monthly Billing Statement on which it appears, that you wish to close your Account.

**Monthly Maintenance Fee.** For Credit Limits of \$300 and \$500, your Account will be assessed a \$0 introductory monthly maintenance fee ("Monthly Maintenance Fee") for the first year the Account is open. After that, your Account will be assessed a Monthly Maintenance Fee billed at \$12.50 per month to your Account at the end of each Billing Cycle. Your payment of the Monthly Maintenance Fee does not affect our right to close your Account or our ability to limit transactions on your Account.

**Late Payment Fee.** If we do not receive a payment from you in at least the amount of the minimum payment due ("Minimum Payment Due") by the Payment Due Date shown on your Monthly Billing Statement, you will be charged a Late Payment Fee equal to the lesser of \$30 or your Minimum Payment Due ("Late Payment Fee") in accordance with Applicable Law. If you fail to make a timely payment in any of the six (6) Billing Cycles after the initial late payment, you will be charged \$41 or the amount of the required Minimum Payment Due, whichever is less, in accordance with Applicable Law.

**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 equal to the lesser of \$30 or your Minimum Payment Due ("Returned Payment Fee"). In the event a payment is returned in any of the six (6) Billing Cycles after the initial returned payment, you will be charged \$41 or the amount of the required Minimum Payment, whichever is less. The charge may be imposed even if we elect to re-present the item and it is paid upon our re-presentation. We will not charge both a Late Payment Fee and a Returned Payment Fee based upon a single payment.

**Optional Expedited Service Fee:** If you opt to call a live customer service representative by phone to make a payment that is credited to your Account the same day, or if the payment is received on a day that we do not receive payments, or after 5:00pm Eastern Time, then credited to your Account on the next business day we receive payments, we may impose a fee ("Expedited Service Fee"). You will be informed of the exact amount of the Expedited Service Fee before you complete the transaction. If you choose to make a payment through a self-service method, including through the automated telephone system, online, via the mobile app or by mailing your payment, no Expedited Service Fee is imposed. In addition, Late Payment Fees may apply if your Account is past due.

#### **OTHER IMPORTANT DISCLOSURES:**

**Authorization.** You certify that all the information given in this application is true and correct and you are giving this information in order to obtain credit and authorize us to obtain information concerning any statements herein. You agree to furnish us with all requested information. You authorize us to charge the Annual Fee, Monthly Maintenance Fee and Additional Card Fee (if applicable) to your Account.

**Applicable Law.** This Agreement and your Account, and any claim, dispute or controversy (whether in contract, tort, or otherwise) at any time arising from or related to your Account, this Agreement or any transferred balances, are governed by and construed in accordance with applicable federal law and, to the extent not preempted by federal law, by the laws of Missouri (without applying its choice-of-law rules), including Mo. Rev. Stat. § 408.145 ("Applicable Law"), except that the arbitration provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. For Maryland cardholders, to the extent not preempted by federal law or in the event Missouri law does not apply, we elect Sections 12-103(a)(1) and 12-501 et seq. of the Commercial Law. 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 Missouri, regardless of the state of your residence or whether or not your Account or Card is used in Missouri. Our decisions regarding the extension of credit to you are made in the State of Missouri. Federal and Missouri 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.

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or Account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To be provided with an oral disclosure of this information, please call toll-free 1-800-935-3808.

**Availability of Credit and Payment Holds.** Generally, payments are credited to your Account on the day they are received. Available credit created as a result of payments posted to your Account may not be available for up to seven (7) days, or longer if circumstances warrant an additional hold, or if we deem ourselves at risk for any reason. 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 will not be billed to your Account. 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 Monthly Billing Statement. Delayed crediting may result in Late Fee and additional Interest Charges and Fees and Other Charges being applied to your Card.

**Double Your Credit Limit.** Your Initial Credit Limit will be doubled if you make at least your Minimum Monthly Payment

by the Payment Due Date each month for the first six (6) Billing Cycles.

**Credit Limit Increases.** Through notification from us or upon your request, your Account may be reviewed for a Credit Limit Increase after your thirteenth (13<sup>th</sup>) Monthly Billing Statement. If you qualify for and accept to receive a Credit Limit Increase, we may impose a fee for the Credit Limit Increase ("Credit Limit Increase Fee") upon approval. The amount of the Credit Limit Increase Fee will be disclosed to you at the time you request the Credit Limit Increase. Subject to Applicable Law, we reserve the right to decline your request for a Credit Limit Increase for any reason. In addition, we may elect to modify or discontinue the practice of granting Credit Limit Increases.

If you are approved for a Credit Limit Increase, use of your Card for any transactions after notification from us of your Credit Limit Increase is acceptance of the Credit Limit Increase and any associated Credit Limit Increase Fee.

**Your Consent to Automated-Dialer and Pre-recorded Calls and Text Messages.** By providing us with a telephone number(s), at any time, you consent and authorize us to contact you regarding your Account at such number(s) using any lawful means of communication, including, but not limited to calls placed to your cell, mobile or other phone using an automated dialing service, pre-recorded messages or text messages. Standard text messaging and/or calling charges imposed by your provider may apply. If you provide telephone number(s) for which you are not the subscriber, you understand that you shall indemnify us for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us attempting to contact you at the number(s). You do have the option to opt out of receiving communications at that number any time thereafter by contacting us at the customer service telephone number provided on your Monthly Billing Statement or sending written notice to us to the following address: Cardholder Services, P.O. Box 3220, Buffalo, NY 14240-3220. You must retain proof of delivery. If you send communications to any other address, we may not process your request.

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

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

**What To Do If You Find A Mistake On Your Monthly Billing Statement.**

If you think there is an error on your Monthly Billing Statement, write to us at:

Cardholder Services  
P.O. Box 3220  
Buffalo, NY 14240-3220

**In your letter, give us the following information:**

- Account information: Your name and Account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your Monthly Billing Statement, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your Monthly Billing Statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter? When we receive your letter, we must do two things:**

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the Monthly Billing Statement is correct.

**While we investigate whether or not there has been an error:**

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your Monthly Billing Statement, and we may continue to charge you Interest Charges on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your Account balance.
- We can apply any unpaid amount against your Credit Limit.

**After we finish our investigation, one of two things will happen:**

- **If we made a mistake:** You will not have to pay the amount in question or any Interest Charges, Fees or Other

Charges related to that amount.

- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable Interest Charges, Fees and Other Charges. We will send you a Monthly Billing Statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your Monthly Billing Statement is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your Monthly Billing Statement. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your Monthly Billing Statement is correct.

### **Your Rights if You Are Dissatisfied With Your Credit Card Purchases.**

If you are dissatisfied with the goods or services that you have purchased with your Card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the Purchase.

#### **To use this right, all of the following must be true:**

1. The Purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your Purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your Card for the Purchase. Purchases made with Cash Advances from an ATM or with a check that accesses your Account do not qualify.
3. You must not yet have fully paid for the Purchase.

If all of the criteria above are met and you are still dissatisfied with the Purchase, contact us *in writing* at:

Cardholder Services  
P.O. Box 3220  
Buffalo, NY 14240-3220

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

### **STATE DISCLOSURES**

**California Residents.** A married applicant may apply for a separate Account. As required by law, you are hereby notified that a negative credit reporting reflecting on your credit record may be submitted to a Consumer Reporting Agency if you fail to fulfill the terms of your credit obligations. After credit approval, each applicant shall have the right to use the Account up to the limit of the Account. Each applicant may be liable for amounts extended under the plan to any joint applicant.

**Delaware Residents.** Service charges not in excess of those permitted by law will be charged on the outstanding Account balances from month to month.

**Kentucky Residents.** You may pay the unpaid balance of your Account in whole or in part at any time.

**New York and Vermont Residents.** We may obtain a consumer report for any legitimate purpose in connection with your Account or your application, including but not limited to reviewing, modifying, renewing and collecting on your Account. Upon your request, we will inform you of the names and addresses of any Consumer Reporting Agencies that have furnished the reports. New York residents may contact the New York State Banking Department (1-800-342-3736) to obtain a comparative list of credit card rates, fees and grace periods.

**Ohio Residents.** The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that Consumer Reporting Agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**Married Wisconsin Residents.** No provision of any marital property agreement, unilateral statement, or court order applying to marital property will adversely affect a creditor's interests unless prior to the time credit is granted, the creditor is furnished with a copy of the agreement, statement, or court order, or has actual knowledge of that provision. Married Wisconsin residents are required to contact us at P.O. Box 3220, Buffalo, NY 14240-3220 to provide the name and address of your spouse.

**Arbitration Notice.** If you are issued a credit Card, your Cardholder Agreement will contain a binding Arbitration Provision. In the event of any dispute relating to your Agreement, the dispute will be resolved by binding arbitration pursuant to the consumer rules of the American Arbitration Association. Both you and we agree to waive the right to go to court or to have the dispute heard by a jury (except in regard to any collection activities on your Account). You and we will be waiving any right to a jury trial and you also would not have the right to participate as part of a class of claimants relating to any dispute with us. Other rights available to you in court may also be unavailable in arbitration.

When you receive your Agreement you should read the Arbitration Provision in your Agreement carefully.