## TERMS AND CONDITIONS OF OFFER

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases and Cash Advances	<b>23.99%</b> Fixed Rate
Penalty APR and When it Applies	None
How to Avoid Paying Interest on	No grace period is provided.
Purchases	
Minimum Interest Charge	If you are charged interest, the charge will
	be no less than \$.50.
For Credit Card Tips from the	To learn more about factors to consider
Federal Reserve Board	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	Notice: Some fees will be assessed before you begin using your card and will reduce your initial available credit. For example, with a credit limit of \$600, your initial available credit will be \$475 (or about \$435 if you choose to have an optional benefit, such as Applied Advantage).
Annual Fee     Monthly Maintenance Fee	\$125 (first year only) \$15.00 per month (beginning second year, \$180.00 annually)
Account Set-up Fee	None
Additional Card Fee	\$30
Transaction Fees	
Balance Transfer	Not Applicable
Cash Advance	Either \$5 or 5% of the amount of each cash
	advance, whichever is greater.
Foreign Transaction	3% of each transaction in U.S. dollars.
Penalty Fees	
Late Payment	Up to \$35
Overlimit Fee	Up to \$35
Returned Payment	Up to \$35
Dishonored Check Fee	Up to \$35

How we calculate your balance: We use a method called "average daily balance (including new purchases)."

This information was accurate as of the date it was printed and is subject to change without notice. You should contact Applied Bank for any updates to this form. This Offer to establish a credit card account is made by Applied Bank of Wilmington, DE ("we", "us", "our").

**APPROVAL AND CREDIT LIMIT TERMS:** By accepting this Offer you are requesting an Applied Bank credit card account. You also certify that you are at least 18 years of age. If you

are under 21 years of age, we may require that you provide us additional information in compliance with the Credit CARD Act of 2009.

**CREDIT AVAILABILITY:** The first year \$125 Annual Fee will be charged to your first monthly statement and will reduce your initial credit availability. Any charges for Optional Card Benefits, such as Applied Advantage, will further reduce your available credit. All account purchases and cash advances or any other fees and charges will reduce credit availability at the time they are charged to your account. Account related fees, if incurred, will continue to be charged even if your account is Overlimit.

Notice: If you accept or use an account, you do so subject to the terms of this Offer and the Credit Card Agreement, which will be sent to you ("Agreement"). The Agreement and terms of your account are subject to change. The Agreement includes a binding arbitration provision, which, if not rejected by you, may replace your right to go to court, as well as other rights you may have, including the right to a jury and the right to participate in a class action or similar proceeding. Any changes that you make to the Application will have no effect. This Offer and any resulting account are subject to Delaware and federal law.

You agree that: You will be responsible for and will pay all charges and fees incurred on any account granted according to the Agreement; all statements made and information provided by you are true; our company, its affiliates and service or marketing vendors may monitor and/or record any conversations with you; your account will only be used for personal, family or household purposes; we are authorized to verify all information you provide; we may use any email address provided to us to send information to you about this Offer and your account including information about the status of this Offer or your account; we may obtain consumer credit reports related to this request for credit and for updates, renewals, extensions of credit and review or collection of your account; we are authorized to furnish information about you and your account to consumer credit reporting agencies and others who help service your account. Upon request, we will tell you the name and address of each consumer credit reporting agency from which we obtained a consumer credit report about you.

You request us to issue a Credit Card bearing your account number to, and in the name of, the Applicant. YOU AGREE TO OPEN AN FDIC INSURED DEPOSIT ACCOUNT WITH US TO SECURE YOUR CREDIT CARD. You have read the account information notices, disclosure of credit cards terms, and other terms that accompanied the Application. You understand and agree to them. You further agree that this Application and all resulting agreements will be subject to the United States and Delaware Law.

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION: Under penalties of perjury, you certify that the Taxpayer Identification Number (Social Security Number) provided on the Application is correct, and you are not subject to back-up withholding either because: a) you have not been notified that you are subject to back-up with holding as a result of failure to report all interest and dividends, or b) the Internal Revenue Service has notified you that you are no longer subject to back-up withholding. PLEASE NOTE: IF YOU ARE SUBJECT TO BACK-UP WITHOLDING, ADVISE US BY PROVIDING NOTIFICATION WITH THE APPLICATION.

**New York Residents:** May contact the New York State Banking Department at 1-877-226-5697 to obtain a comparative listing of credit card rates, fees and grace periods. **Ohio Residents:** The Ohio law against discrimination requires that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law. **California Residents:** Married applicants may apply for separate credit; prohibitions barring class actions not applicable. **Married Wisconsin Residents:** No provision of any marital

property agreement, unilateral agreement 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 the provision. Married Wisconsin residents must furnish the name and address of your spouse to Applied Bank, Correspondence Department, P.O. Box 17125, Wilmington, DE 19850-7125.

**Deposit Account Information and Disclosures:** The Deposit Account will not pay interest. The minimum balance required to open the Deposit Account is \$300, the maximum balance is \$5,000

By submitting this Application you understand that you are requesting a Visa credit card that will have a credit limit of \$300 more than your deposit amount. The minimum deposit amount required is \$300, the maximum deposit amount is \$5,000. If your application is not approved, your entire deposit will be refunded thirty (30) days from the deposit date.

**USA PATRIOT Act Notice:** Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account, including your name, address, date of birth and other information that will allow us to verify your identity.

# Periodic Rate Interest Charge Calculation-Average Daily Balance Method (Including New Transactions) for Purchases and Cash Advances.

- (1) To determine the Periodic Rate Interest Charge for Purchases and Cash Advances we multiply the monthly Periodic Rate for Purchases and Cash Advances by the "average daily balance" for Purchases and Cash Advances (including new transactions) for the current Billing Cycle.
- (2) The total Interest Charge imposed on your Account each Billing Cycle is the sum of the Periodic Rate Interest Charges as calculated for Purchases and Cash Advances for the current Billing Cycle, all Cash Advance Fees, and any Fees described in the Our Charges section of this agreement that may be imposed during such Billing Cycle.
- (3) Purchases. To get the "average daily balance" of Purchases for a Billing Cycle, we take the beginning balance of Purchases in your Account each day, add any new Purchases, and subtract any payments or credits which are applied to Purchases (treating any negative balances as zero). On the first day of each Billing Cycle, we add the unpaid Periodic Rate Interest Charges for Purchases for the prior Billing Cycle to the daily balance of Purchases. (In this way, we compound Interest Charges on Purchases on your Account on a monthly basis.) This gives us the daily balance of Purchases. Then, we add up all the daily balances of Purchases for the Billing Cycle and divide the total by the number of days in the Billing Cycle. This gives us the "average daily balance" of Purchases for a Billing Cycle. There is no grace period in which Purchases may be repaid without incurring a Interest Charge.
- (4) Cash Advances. To get the "average daily balance" of Cash Advances for a Billing Cycle, we take the beginning balance of Cash Advances in your Account each day, add any new Cash Advances, and subtract any payments or credits which are applied to Cash Advances (treating any negative balances as zero). On the first day of each Billing Cycle, we add the unpaid Periodic Rate Interest Charges for Cash Advances for the prior Billing Cycle to the daily balance of Cash Advances. (In this way, we compound Interest Charges on Cash Advances on your Account on a monthly basis.) This gives us the daily balance of Cash Advances. Then, we add up all the daily balances of Cash Advances for the Billing Cycle and divide the total by the number of days in the Billing Cycle. This gives us the "average daily balance" of Cash Advances for a Billing Cycle. There is no grace period in which Cash Advances may be repaid without incurring an Interest Charge.
- (5) General Periodic Rates. See "Schedule of Rates and Fees" enclosed with this Agreement.

**Grace Period.** There is no Grace Period for the Account. Interest Charges accrue on Purchases, Cash Advances and Our Charges beginning on the date the transaction occurs or on the first day of the Billing Cycle in which the transaction is received by us or, at our option, the date the transaction is posted to your Account. Periodic Rate Interest Charges continue to accrue until payment in full is received.

#### **Other Charges**

Copying Charges	\$10 per copy
Fees for Optional Payments	\$12.95 for each payment
Stop Payment Fee	\$30
Automated Account Information Fee	\$0.50 for each separate Account inquiry made through our automated account information system
Credit Limit Increase Fee	\$100 (unless you and we otherwise agree)
Upgrade Fee	\$100 (unless you and we otherwise agree)
Reinstatement Fee	\$50

# 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 STATEMENT

If you think there is an error on your billing statement, write to us on a separate sheet at P.O. Box 17125, Wilmington, DE 19850-7125. In your letter, give us the following information:

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

You must contact us:

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

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

#### WHAT WILL HAPPEN AFTER WE RECEIVE YOUR LETTER

#### When we receive your letter, we must do two things:

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

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of vour balance.
- We can apply any unpaid amount against your credit access line.

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

• If we made a mistake: You will not have to pay the amount in question or any interest

or other fees related to that amount.

• <u>If we do not believe there was a mistake</u>: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

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

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

#### YOUR RIGHTS IF YOU ARE DISSATISFIED WITH YOUR CREDIT CARD PURCHASES

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

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

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

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing on a separate sheet at P.O. Box 17125, Wilmington, DE 19850-7125.

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.

#### YOUR LIABILITY FOR UNAUTHORIZED USE OF YOUR ACCOUNT

You may be liable for unauthorized use of your Account. You will not be liable for unauthorized use that occurs after you notify us, orally or in writing, of the loss or theft, or possible unauthorized use of your card, Cash Advance Checks, or your account. In any case, your liability will not exceed \$50. To notify us of the loss, theft, or possible unauthorized use of your Account, call us at the telephone number located on the back of your Card or your Billing Statement, 24 hours a day or write to us at P.O. Box 17125, Wilmington, DE 19850-7125.

Applied Bank®
www.appliedbank.com
For questions contact Customer Service at 1.484.840.2705
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