

## TERMS AND CONDITIONS

Updated as of 09/20

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases and Cash Advances</b>	<b>29.99%</b> Fixed Rate
<b>Penalty APR and When it Applies</b>	<b>None</b>
<b>Paying Interest</b>	There is no grace period on this account. We will begin charging interest on purchases and cash advances on the transaction date.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$0.50.
<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.cfpb.gov/learnmore">http://www.cfpb.gov/learnmore</a>

Fees	
<b>Set-up and Maintenance Fees</b>	<p>NOTICE: Your Annual Fee will be billed to your Account when it is opened and will reduce the amount of your initial available credit. For example, if your Account was established with a credit line of \$300, your initial available credit will be \$225.</p> <p>You may still reject this plan, provided 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, including any Processing Fee(s) paid prior to receipt of your Credit Card Agreement. Any such Processing Fee(s) previously paid will be refunded upon rejection of the plan.</p>
Processing Fee	<b>\$89 (One-time Fee paid prior to account opening)</b>
Annual Fee	<b>\$75 the first year; after that, \$45 annually</b>
Monthly Maintenance Fee	<b>None for the first year; after that, \$6.25 per month (\$75 annually).</b>
Additional Card Fee	\$30
Replacement Card Fee	\$30
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)
Reinstatement Fee	\$50
<b>Transaction Fees</b>	
Cash Advance Fee	Either <b>\$10</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.
Foreign Currency Transaction Fee	<b>3%</b> of each transaction in U.S. dollars.
<b>Penalty Fees</b>	
Late Fee	Up to <b>\$38</b>
Returned Payment Fee	Up to <b>\$38</b>

**How We Will Calculate Your Balance: We will use a method called “average daily balance (including new purchases).” See your account agreement for more details.**

This information was accurate as of the date it was printed, which date is on the first page of this document, and is subject to change without notice except as may be required by applicable law. You should contact Applied Bank for any updates to this form. To contact us you may use the web site at the end of this document. This Offer to establish a credit card account is made by Applied Bank of Wilmington, DE ("we", "us", "our").

### **Additional Information Regarding Processing Fee**

We require a one-time up front Processing Fee of \$89.00 to be paid in full before your Account is opened. Once we have received and processed your payment of the Processing Fee, your Account will be opened and you may activate and begin using your Card.

### **Military Lending Act Disclosures**

**Statement of MAPR:** 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).

**Oral Disclosure.** Please call Customer Service at 1-800-947-1090 Monday - Friday, 9a.m. - 6 p.m. Eastern Time for any additional information concerning this disclosure.

**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 will require that you provide us additional information in compliance with applicable law. You will receive an account with a credit limit of \$300 (see CREDIT AVAILABILITY section).

**CREDIT AVAILABILITY:** The Annual Fee will be charged to your account when your account is opened, so your initial credit availability will be \$225. Any charges for Optional Card Benefits, such as Applied Advantage, will further reduce your initial 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. Further, we may restrict your ability to obtain cash advances during the first 95 days after account opening.

**Notice:** If you accept or use an account, you do so subject to the terms of this document and the Credit Card Agreement ("Agreement"), which will be sent to you. 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 you completed to apply for an Applied Bank credit card account will have no effect on these terms. These terms 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/or its 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 these terms and your account including information about the status of these terms 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; and 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.

**Communications: 1)** You are providing express written permission and consent authorizing us or our agents to contact you at any phone number (including mobile, cellular, wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us and those from which you contact us. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; Account transactions or servicing related matters; suspected fraud or identity theft; and collection on the Account. You understand that the Bank will not be responsible for any charges you incur for communications to any such numbers.

**2) Indemnification:** If you provide phone 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 contacting or attempting to contact you at the number(s).

**3) Revocation:** If you do not want to receive communications as described above, you must provide us with written notice revoking your prior consent at the following address: Applied Bank, Correspondence Department, P.O. Box 17125, Wilmington, DE 19850-7125.

**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 withholding 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 WITHHOLDING, ADVISE US BY PROVIDING NOTIFICATION WITH THE APPLICATION.

**New York Residents:** May contact the New York State Banking Department at 1-800-342-3736, or visit its website, [www.dfs.ny.gov](http://www.dfs.ny.gov), 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. **West Virginia Residents:** This offer is not available to residents of West Virginia.

**Disclosures:** You expressly acknowledge that you have read, understand and agree to the account information notices, disclosure of credit cards terms, and other terms that accompanied the Application. You further agree that this Application and all resulting agreements will be subject to the United States and Delaware Law.

**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.

Applied Bank®

[www.appliedbank.com](http://www.appliedbank.com)

For questions contact Customer Service at 800-947-1090

©2020 Applied Bank. All Rights Reserved.