

CARDMEMBER AGREEMENT

This Cardmember Agreement together with the accompanying Rates and Terms Schedule (“Schedule”) govern your account with InfiBank, N.A. and are collectively referred to below as the “Agreement”. The Schedule provides important information about annual percentage rates, specific types and amounts of finance charges and fees that may be charged to your account under certain circumstances and other important information about your account. **Please read this Cardmember Agreement and the Schedule carefully and retain both for future reference.**

As used in this Agreement, the words “you” and “your” mean each person named on the application for the account and anyone else who uses the account in any way. The terms “we”, “us” and “our” mean InfiBank, N.A.. Using or allowing someone else to use your account means you accept the terms of the Agreement. This Agreement contains our most current terms and supersedes earlier materials you may have received.

BALANCE CATEGORIES: We will keep track of the activity on your account in different “Balance Categories”. Unless we tell you otherwise, these are the Balance Categories we will use:

“Purchases” which will result from use of your card or your account number to purchase goods and services;

“Cash Advances” which will result from cash advances you request, use of checks that we provide (unless we tell you those checks will be treated differently), and Cash Equivalent Transactions (as defined later in this Agreement);

“Balance Transfers” which will result from balance transfers that you request by any means, including balance transfer checks; and

“Special Offers” which will result from use of your card or your account number to take advantage of special or promotional offers that we identify to you from time to time. Each Special Offer may be considered a separate Balance Category.

ACCOUNT USE: You may use your card, your account number or checks that we send to you to make purchases and balance transfers and to obtain cash advances. Each time you use your account, you are representing that you intend, and have the ability, to repay all amounts due on your account. You are responsible for all charges made by anyone you allow to use your account, even if they charge more than you intended. If you ask us to issue a card to someone, you are responsible for their charges until you return their card to us. We may consider charges made by your immediate family as authorized by you and your responsibility. If unauthorized use of your account occurs, you agree to cooperate with us and law enforcement authorities in identifying the unauthorized user. You are each jointly and severally liable for all amounts due on this account regardless of which of you uses it or benefits from that use.

CREDIT LIMIT/AUTHORIZATIONS: You agree (1) not to exceed the credit limit we establish for you and (2) to immediately pay any amount in excess of your credit limit. If your account is a

joint account, each of you may request credit limit increases. We may raise or lower your credit limit at our discretion and may restrict the amount of the credit limit available for cash advances and balance transfers. You may not use your account for and we may decline authorization for any illegal transaction. We may decline authorization for any Internet gambling transaction. We may, in our discretion and to the extent permitted by law, restrict or delay the availability of credit to you for our risk management purposes and to protect you and us against actual or potential fraud, unauthorized transactions, or claims. We are not liable for declining authorization for any particular transaction, regardless of our reason.

PAYMENTS:

(A) ***Promise to Pay:*** You promise to pay all amounts due on your account. You agree to review your billing statements and to notify us promptly of any errors (see “Your Billing Rights” below). If you do not promptly notify us of a billing error, you agree that your billing statement will be considered proof of the amount you are obligated to pay. You may pay all or a part of the balance on your account at any time. However, you must pay at least the minimum payment shown on your billing statement by the due date. We may reject payments that are not in United States Dollars drawn on a United States bank. If we choose to accept a payment that is not in United States Dollars drawn on a United States bank, you agree to pay any collection or conversion fees assessed to us by third parties. We may accept payments which are marked “payment in full” or with similar markings without losing our right to receive payment in full. **Partial payments offered in full satisfaction of a disputed amount must be sent to the address for notice of billing errors shown on your billing statement.** We reserve our rights as to all such payments.

(B) ***Minimum Payment Calculation:*** The amount of your minimum payment will be indicated on your billing statement and calculated as shown on the Schedule.

(C) ***Application of Payments:*** You agree that payments on your account may be applied in the order we select from time to time. For example, we may apply payments first to finance charges then to fees and finally to principal balances. We may allocate payments among your various Balance Categories in the order we select from time to time. For example, we may allocate payments first to balances of \$10 or less and then to balances starting with the lowest Annual Percentage Rate first.

(D) ***Application of Credits:*** We will apply credits to your account as promptly as required by law. A credit may be applied on the date of the credit transaction. In some cases, however, credits may not be posted to your account until a billing cycle occurring after the date of the credit transaction. In those cases the credit will be posted on the first day of that billing cycle.

ACCRUAL OF FINANCE CHARGES: We will accrue periodic rate finance charges on each of the Balance Categories from the date of each transaction or the first day of the billing cycle in which the transaction is added to your account, whichever is more recent.

GRACE PERIOD: If (1) you pay your New Balance, as shown on your current billing statement, on the due date (which is not less than twenty (20) days from the closing date of the billing cycle) and (2) we received payment in full of your New Balance indicated on your previous billing statement by its due date or that New Balance was zero or a credit; periodic rate finance

charges will not be assessed on Purchases shown on your next billing statement. The grace period applies only to Purchases and if notified, Special Offers. It does not apply to Balance Transfers or Cash Advances.

PERIODIC RATE FINANCE CHARGES: Periodic rate finance charges will be calculated using daily periodic rates which correspond to certain **Annual Percentage Rates**. These rates may be different for Purchases, Balance Transfers, Cash Advances, and Special Offers.

(A) If your account was opened with an Introductory Rate(s), the rate(s) for your account will be at the Introductory Rate(s) shown on the Schedule. The Introductory Rate(s) will continue in effect as indicated on the Schedule.

(B) After the Introductory Rate(s) expire (or if your account does not have an Introductory Rate), the Preferred Rate(s) for your account will be the rate(s) shown on the Schedule. Those Preferred Rates may be variable.

(C) If your account no longer qualifies for an Introductory Rate or a Special Offer Rate, your Introductory Rate or Special Offer Rate may terminate and increase to your Preferred Rate or to a Penalty Rate as indicated on the Schedule.

(D) If your account does not qualify for Preferred Rates, your **Annual Percentage Rate** may increase to a variable Penalty Rate.

VARIABLE RATE INFORMATION: If any **Annual Percentage Rate** is variable, your rate is determined by adding the applicable Margin to the applicable Index. The daily periodic rate is $1/365^{\text{th}}$ ($1/366^{\text{th}}$ during leap years) of the **Annual Percentage Rate**. The Schedule will indicate if you have a variable rate and will describe your Index and Margin. An increase in the Index will increase the applicable Annual Percentage Rate and daily periodic rate, which may increase the minimum payment due on your account.

INTRODUCTORY RATES OR SPECIAL OFFER RATES: Your Introductory Rate or Special Offer Rate may terminate and increase to your Preferred Rate or Penalty Rate if you (1) fail to make a minimum payment to us when due; (2) you exceed your credit limit; or (3) you make a payment that is dishonored for any reason. Factors considered in determining whether or not your Introductory Rate or Special Offer Rate will terminate may include (i) the length of time your account has been open; (ii) account usage; (iii) performance; and (iv) delinquency patterns with us or with your other creditors.

PENALTY RATES: Your **Annual Percentage Rates** (including Introductory Rates, Preferred Rates or Special Offer Rates) for Balance Categories may increase if you fail to make a minimum payment to us when due, you exceed your credit limit or you make a payment that is dishonored for any reason. In such circumstances, we may increase your **Annual Percentage Rates** on all Balance Categories to higher Penalty Rates equal to those stated on the Schedule. Factors considered in determining the higher rates may include (1) the length of time your account has been open; (2) account usage; (3) performance; and (4) delinquency patterns with us or with your other creditors. Except as otherwise provided in your accompanying Schedule, accounts that remain open may be eligible for Annual Percentage Rates lower than the Penalty Rates if, for seven consecutive billing cycles, you have not failed to make a minimum payment

when due, not exceeded your credit limit, and not made a payment that is dishonored for any reason. Any lower Annual Percentage Rates we apply may exceed the Preferred Rates under this Agreement and may not apply to any outstanding balances in your account. Outstanding balances in an account that is closed while subject to these Penalty Rates will not be eligible later for an Annual Percentage Rate lower than the Penalty Rates, regardless of the reason you or we closed the account and regardless of account performance.

FINANCE CHARGE AND BALANCE CALCULATIONS: We use the Average Daily Balance (including new purchases) method to compute a portion of the **Finance Charges** on your account. We calculate periodic rate finance charges separately for each Balance Category.

(A) To compute Billed Periodic Rate Finance Charges:

- (1) For each Balance Category, we multiply your Daily Balance (see below) by the applicable daily periodic rate for each day of the billing cycle; then
- (2) We add together all of the products calculated in (1) above.

(B) To compute the Daily Balance for each Balance Category:

- (1) We take the Beginning Balance of each day;
- (2) Add any new transactions (such as Purchases, Balance Transfers, Cash Advances and debit adjustments, as applicable) and any new fees***;
- (3) Subtract any applicable payments, credits, or credit adjustments; and
- (4) We treat a credit balance as a balance of zero.

*** The annual fee, credit life fee, SecureCreditSM program fee and in certain circumstances, the overlimit fee are **not** included in the Daily Balance calculation until the first day of the **next** billing cycle.

We add the amount calculated in accordance with (A) (1) above to the Daily Balance and this amount becomes the Beginning Balance for the next day.

On your billing statement, we will calculate an Average Daily Balance for each Balance Category by adding all your Daily Balances for that Balance Category and dividing that amount by the number of days in the billing cycle. If you multiply the Average Daily Balance for a Balance Category by its daily periodic rate and multiply the result by the number of days in the billing cycle, the total will equal the Billed Periodic Rate Finance Charges for that Balance Category, except for minor variations due to rounding.

Cash advance, balance transfer, and foreign transaction fee **Finance Charges**, if any, are added to your Billed Periodic Rate Finance Charges for all Balance Categories and are shown on your billing statement as Total Billed **Finance Charges**. The **Annual Percentage Rate** on your

billing statement is based on your Total Billed **Finance Charges**. This Agreement provides for daily compounding of finance charges and fees.

MINIMUM FINANCE CHARGE: If periodic rate **Finance Charges** are billed in any billing cycle, the minimum Billed Periodic Rate **Finance Charge** will be as shown on the Schedule. We may allocate your minimum Billed Periodic Rate Finance Charge among your various Balance Categories in the manner that we select from time to time.

BALANCE TRANSFERS: We may permit you to transfer balances from other credit card companies or financial institutions to your account, up to the amount of your credit limit we make available for balance transfers. You should not transfer any amount that is in dispute in order to preserve your dispute rights. You may not transfer any balance you owe from any other InfiBank, N.A. account or any of your accounts with any of our related companies. We will charge you a balance transfer fee **Finance Charge** for any balance transfer as shown on the accompanying Schedule. No grace period will apply when calculating finance charges for a balance transfer.

CASH ADVANCE FEE FINANCE CHARGES: A cash advance fee **Finance Charge** will be imposed on cash advance transactions as shown on the Schedule. Cash advance fee finance charges will be added to your Cash Advances Balance Category.

CASH EQUIVALENT TRANSACTIONS: Cash advance fee **Finance Charges** for Cash Equivalent Transactions will be charged as indicated on the Schedule. Cash Equivalent Transactions are those transactions performed using a merchant or service provider that VISA[®] or MasterCard[®] identifies as a seller of travelers checks, foreign currency, money orders, wire transfers, lottery tickets, funds used for wagers or gambling, or similar products or services. These transactions are also treated as cash advances for all other purposes on your account. Cash advance fee finance charges for Cash Equivalent Transactions will be added to your Cash Advances Balance Category.

ANNUAL FEE: If your account has an annual membership fee, it is shown on the accompanying Schedule and will be charged to your account as a Purchase. If no annual fee is shown, then your account has no annual fee.

OTHER FEES (such as late payment, overlimit, and service fees): We may charge additional fees as in effect from time to time. For each minimum payment which is not received by the payment due date or is dishonored for any reason, we may charge you a late fee as disclosed on the accompanying Schedule according to the amount of your New Balance. We may also impose an overlimit fee as stated on the Schedule if the outstanding account balance (including Finance Charges and fees) exceeds your credit limit at any time during a billing cycle. A check dishonored fee may be assessed as indicated on the Schedule for any payment check, Cash Advance or Special Offer check which is dishonored for any reason. A stop payment fee may be assessed for any stop payment order on any Cash Advance or Special Offer check. We may charge you a fee for (i) each sales draft copy you request (unless the request is related to an actual billing error); (ii) each additional or replacement card requested; and (iii) for each copy of a billing statement that you request. The amount charged for these fees is shown in the Schedule. We may charge you a fee for having us complete a customized card design that you request. We may charge you a fee for having us initiate an expedited payment over the telephone for you or

for an expedited delivery of additional or replacement cards. For all ATM transactions, a surcharge may be imposed by the ATM operator. All these fees will be added to your Purchases Balance Category.

FOREIGN TRANSACTION FEE FINANCE CHARGE: A foreign transaction fee **Finance Charge** will be assessed on all transactions made in currencies other than United States Dollars. The foreign transaction fee **Finance Charge** will be equal to a certain percentage of the amount of each foreign transaction (after conversion to United States Dollars) as shown on the Schedule. Fees for foreign transaction purchases will be added to your Purchase Balance Category and fees for foreign transaction cash advances will be added to your Cash Advances Balance Category. This fee will appear on your billing statement as a finance charge due to a foreign transaction.

TRANSACTIONS MADE IN FOREIGN CURRENCIES: Transactions made in currencies other than United States Dollars will be converted to United States Dollars under the then current regulations of VISA[®], MasterCard[®] or the VISA[®]/PLUS[®] ATM Network. Those regulations currently provide that the conversion rate may be either (1) a wholesale market rate or (2) a government-mandated rate. VISA[®] and MasterCard[®] currently use the rate in effect on the date they process your transaction. The currency conversion rate in effect on the date your transaction is processed may differ from the rate in effect on the transaction date or the posting date. The VISA[®]/PLUS[®] ATM Network currently uses the rate in effect on the transaction date.

REASONS FOR REQUIRING IMMEDIATE PAYMENT: Subject to applicable law and any right to cure that you may have under that law, we may require immediate payment of your entire account balance if:

- (1) you do not make any minimum payment when due;
- (2) you fail to make a payment to any other creditor when due;
- (3) you exceed your credit limit;
- (4) you make a payment that is dishonored for any reason;
- (5) you die or become insolvent;
- (6) you give us false or misleading information;
- (7) a petition is filed by or against you in any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation proceeding;
- (8) a receiver, liquidator or trustee is appointed for you or any of your property, or you make an assignment for the benefit of creditors;
- (9) you are generally not paying or have announced that you will not pay your debts as they come due;
- (10) a breach occurs under any note, loan agreement, or other obligation for borrowed money to which you are a party;

(11) a material adverse change occurs in your financial or other condition;

(12) you violate this Agreement or any other agreement you make with us; **OR**

(13) if we have reason to doubt your ability to repay us.

If you do not immediately pay us the entire balance due when required, you will be liable to us for collection costs we incur, including reasonable attorneys fees and expenses of legal actions to the extent permitted by applicable law. We will provide you with any notice and right to cure required by applicable law. Our acceptance of a payment after the payment due date or after you have exceeded your Credit Limit does not waive our right to require immediate payment of your entire account balance.

TERMINATION OR SUSPENSION OF CREDIT PRIVILEGES: We may at any time, with or without cause and without advance notice, terminate this Agreement and/or temporarily or permanently suspend your credit privileges. This includes, but is not limited to, situations where you have violated this Agreement or where we have reason to doubt your creditworthiness (for example, if you pay us with insufficient funds checks on more than an occasional basis). You may also terminate account credit privileges at any time, with or without cause. You must not try to make any purchases or balance transfers or obtain any cash advances on your account after your credit privileges have been terminated or suspended. Your obligations under this Agreement continue after your rights to obtain credit have been terminated or suspended. Our failure to exercise, or our delay in exercising, any of our rights under the Agreement for any reason will not mean we are unable to exercise those rights later.

IMPORTANT NOTICE REGARDING CHANGES IN TERMS: We may unilaterally change the Annual Percentage Rates, fees and other terms of this Agreement at any time. This includes modifications, deletions and the addition of new provisions, including non-financial provisions (for example, we may add provisions relating to our enforcement rights or the resolution of claims and disputes). If we make changes, we will send you a written notice, if required by law. Except as provided in any written change in terms notice we may send, changes will be automatically effective on the date we specify and without the necessity of any further assent on your part. Unless we specify otherwise, changed terms will apply to the then outstanding balance of your account as well as to future transactions and balances. Each time you use your account, you are confirming your assent to the terms of this Agreement, including all announced changes. Use of your account is not, however, necessary for a change in terms to be effective. To the extent required by law and as explained in any change in terms notice you receive, you will have the right to surrender your credit card(s) and continue paying your account in the same manner and under the same terms and conditions in effect when you receive the change in terms notice. If you disagree with a change, you should stop using your account, surrender your credit card(s) and pay off your balance.

CHECKS THAT ACCESS YOUR ACCOUNT: Any checks that we provide to you or issue on your behalf may be treated as cash advance transactions, unless we indicate otherwise (for example, we may indicate that certain Special Offer checks used to make balance transfers will be treated as Purchases). To stop payment on a check, you must notify us of the number and

amount of the check before we receive it (we need not stop payment on checks that we issue on your behalf). We may pay post-dated checks unless you follow the procedure for stop payments. Checks that we provide to you may not be used to make payments on any account you have with us.

CARDMEMBER BENEFITS AND REWARDS: Cardmember benefits and rewards are subject to change or termination without notice. Cardmember benefits and rewards may be provided by third parties; we are not liable for such benefits or rewards or for the actions or omissions of those third parties.

COMMUNICATIONS WITH YOU AND OTHERS: We may call or e-mail you (using live operators, automatic dialing devices, or recorded messages) at home or work and those calls or e-mails will not be considered unsolicited. If you provide a cell phone number to us, either on the application or to a representative, or if you place a cell phone call to us, you agree that we may contact you (including for collection purposes) at that cell phone number. We may monitor or record any calls we make or receive. If you provide us with an e-mail address, either on the application or to a representative or if you send us an e-mail, you agree that we may contact you (including for collection purposes) at that e-mail address. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. We may make inquiries of third parties in connection with maintaining and collecting your account, and you authorize such third parties to release information about you to us. You agree to notify us of any change in your mailing address at least ten (10) days before such change. If mailed, notices to you shall be considered given when we include the notice on or with your billing statement or when we deposit the notice in the US mail addressed to the most recent address we have for you.

TRANSFERS: We may transfer all or part of your account balance, along with our rights under this Agreement, to another person or entity. That person or entity will then be entitled to enforce our rights under this Agreement. You may not transfer your rights or obligations under this Agreement.

GOVERNING LAW: The interpretation and enforcement of this Agreement (including the exportation of interest rates) shall be governed by FEDERAL law and to the extent state law applies, GEORGIA law, regardless of conflict of law principles. On or after October, 15, 2009 to the extent state law applies, NEBRASKA law will apply in place of GEORGIA law. If there is any conflict between any of the terms and conditions of this Agreement and applicable law, this Agreement will be considered changed to the extent necessary to comply with the law. You agree that all terms of this Agreement are material to the determination of interest.

ENTIRE AGREEMENT AND SEVERABILITY: This Agreement, as modified by any change in terms we may provide, is the entire agreement between you and us. Any invalid or unenforceable provision of this Agreement will not affect whether any other provision is valid or enforceable.

ARBITRATION. PLEASE READ THIS CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT. YOU WILL NOT BE ABLE TO ASSERT CLAIMS IN A CLASS ACTION OR PARTICIPATE AS A CLASS MEMBER IN COURT OR IN ARBITRATION.

OTHER RIGHTS YOU WOULD HAVE IN COURT, SUCH AS DISCOVERY OR APPEAL RIGHTS, MAY BE MORE LIMITED IN ARBITRATION. EXCEPT AS PROVIDED BELOW, THOSE RIGHTS ARE WAIVED. This arbitration provision is made in connection with a transaction involving interstate commerce, and shall be governed by and enforceable under the Federal Arbitration Act, 9 U.S.C. §§ 1 through 16. By requesting, opening, maintaining or using an account from us, you agree that if a Claim (as defined below) of any kind arises out of this Agreement, either you or we can choose to have that Claim resolved through binding arbitration through one of the following two arbitration administrators (each, an "Arbitrator"): the American Arbitration Association ("AAA") or National Arbitration Forum ("NAF"). You may obtain AAA rules and forms by contacting the AAA at 335 Madison Avenue, Floor 10, New York, NY 10017-4605, by visiting their web site at www.adr.org, or, if you cannot access the AAA web site, by calling the AAA at 800-778-7879. You may obtain NAF rules and forms by contacting the NAF at 6465 Wayzata Boulevard, Suite 500, Minneapolis, MN 55426, by visiting their web site at www.arbitration-forum.com, or, if you cannot access the NAF web site, by calling the NAF at 800-474-2371. If arbitration is chosen by any party, neither you nor we will have the right to litigate that Claim in court or to have a jury trial on that Claim, or to engage in pre-arbitration discovery, except as provided for in the applicable arbitration rules of the AAA or the NAF. In addition, you will not have the right to participate as a representative or member of any class of claimants pertaining to any Claim subject to arbitration. The Arbitrator's decision will generally be final and binding. Other rights that you would have if you went to court may also not be available in arbitration. It is important that you read the entire arbitration provision carefully before accepting the terms of this Agreement.

Any claim, dispute or controversy (whether in contract, regulatory, tort, or otherwise, whether pre-existing, present or future and including constitutional, statutory, common law, intentional tort and equitable claims) arising from or relating to (a) the credit offered or provided to you, (b) the actions of you, us or third parties connected with the account or (c) the applicability or validity of this arbitration provision (individually and collectively, a "Claim") must, after an election by you or us, be resolved by binding arbitration in accordance with this arbitration provision and the Commercial or other applicable Arbitration Rules (such as the Arbitration Rules for the Resolution of Consumer-Related Disputes) of the AAA or the NAF in effect when the Claim is filed (or, in the event these Arbitrators or arbitration rules are no longer available, then a comparable substitute arbitration procedure and/or arbitration organization that does business on a nationwide basis). The AAA and the NAF are both independent from us. Claims subject to arbitration include those made as counterclaims, cross-claims, or third party claims, and a party who initiates a court proceeding may elect arbitration for any such Claims advanced in the lawsuit by any party. There shall be no authority for any Claims to be arbitrated on a class action basis. An arbitration can only decide our or your Claim and may not consolidate or join the claims of other persons who may have similar claims. Any arbitration hearing that you attend will take place in the federal judicial district where you reside at the time the Claim is filed or some other place to which you and we agree in writing. At your request, we will advance the first \$500 of the filing and hearing fees for any Claim you may file against us; the Arbitrator will decide whether we or you will ultimately pay those fees. The Arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. You or we may choose to have a hearing and be represented by counsel. Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction. This arbitration provision shall survive repayment of your extension of credit, changes to your account and the Cardmember Agreement, and your or

our termination of the account. If any portion of this Arbitration section is deemed invalid or unenforceable, you and we agree that the remaining portions shall still remain in force.

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 bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill 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 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 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill 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 bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may 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 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 may 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 bill.

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 finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a 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 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 100 miles of your current mailing address; and (b) the purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant or if we mailed you the advertisement for the property or services. This Special Rule for Credit Card Purchases applies only to purchases made with your credit card and not to purchases made with Special Offer checks.

LIABILITY FOR UNAUTHORIZED USE

You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify InfiBank, N.A. at P.O. Box 3696, Omaha, Nebraska 68103-0696, orally or in writing, of the loss, theft or possible unauthorized use. In any case, your liability will not exceed \$50 or any lesser amount under agreement with the cardmember.

Rates and Terms Schedule Overview (Addendum)

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases¹	12.49% to 13.99%
APR for Balance Transfers¹	12.49% to 13.99%
APR for Cash Advances¹	19.99%
Penalty APR¹	27.49%
Minimum Finance Charge	\$0 to \$1.75

Set-up and Maintenance Fees	
<ul style="list-style-type: none"> ● Annual Fee ● Additional or Replacement Card Fee ● Sales Draft Copy Fee ● Copy of a Statement Fee ● Stop Payment Fee 	<ul style="list-style-type: none"> \$40 to \$70 \$10 \$5 \$3 \$35
Transaction Fees	
<ul style="list-style-type: none"> ● Balance Transfer Fee FINANCE CHARGE ● Cash Advance Fee FINANCE CHARGE ● Cash Equivalent Fee FINANCE CHARGE ● Foreign Transaction Fee FINANCE CHARGE 	<ul style="list-style-type: none"> the greater of \$10 or 3% of the transaction the greater of \$15 or 3% of the transaction the greater of \$15 or 5% of the transaction 3% of the amount of the foreign transaction (after conversion to U.S. Dollars)
Penalty Fees	
<ul style="list-style-type: none"> ● Late Fees ● Overlimit Fee ● Check Dishonored Fee 	<ul style="list-style-type: none"> \$35 to \$39 \$39 \$35

Index And When It Is Determined: The Index is each month's highest one-month London Interbank Offered Rate (LIBOR) as quoted in the prior month's The Wall Street Journal, after increasing any fractional rate for LIBOR to its next highest whole percentage point. Index Rate changes will be effective as of the first day of each Billing Cycle which includes the first day of the month after the date the Index Rate is published. (For example, if the highest Index Rate during June was published on June 20th, new Periodic Rates would be effective as of the first day of all Billing Cycles that include the first day of July). An Index Rate increase will increase the applicable Periodic Rates, which may increase your Minimum Payment.

(1) The APR may or may not vary with the market based on the associated Index