

CREDIT CARD ACCOUNT APPLICATION

APPLICATION MUST BE SIGNED. Please print in CAPITAL LETTERS and avoid contact with the lines: **S M I T H**

PPSWS(0210)

APPLICANT Please print and complete all blocks. Incomplete form may result in the decline of your application.

First Name										Last Name										Sr., Jr., Other	
Resident Address (Street Address Only)																				Apt. #	
City										State		Zip		Yrs.-Mnths at Address							
Social Security #					Birth Date - MM-DD-YYYY																
If you wish to use a P.O. Box for billing purposes, check here <input type="checkbox"/>					PO Box					City					State		Zip				
Previous Address (If less than 5 years)										City					State		Zip				
Home Phone # ()					Email Address (optional) By providing an E-mail address, I consent to receive E-mail communications and promotional offers related to my Account										Mother's Maiden Name						
Employer					Years/Months Employed					Occupation					Business Phone # ()						
Housing Information <input type="checkbox"/> Own <input type="checkbox"/> Rent		Monthly Mortgage/Rent Payment \$			Monthly Gross Income \$			Other Monthly Gross Income \$			Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.					Source					

Joint Applicant Complete for a JOINT ACCOUNT or AUTHORIZED BUYER or if you are a MARRIED WISCONSIN RESIDENT. **Authorized Buyer** (Name/Address only)

Last Name										First Name										Sr., Jr., Other	
Resident Address Only										Apt. #		Email Address (optional)									
City					State		Zip		Social Security Number					Birth Date MM / DD / YYYY							
If you wish to use a P.O. Box for billing purposes, check here <input type="checkbox"/>					PO Box					City					State		Zip				
Home Phone # ()					Employer					Years/Months Employed					Occupation					Business Phone # ()	
Housing Information <input type="checkbox"/> Own <input type="checkbox"/> Rent		Monthly Mortgage/Rent Payment \$			Monthly Gross Income \$			Other Monthly Gross Income \$			Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.					Source					

Applicant(s) Signature Required Below

By signing this application, I authorize TD Bank (the Bank) to make or have made any credit, employment, or investigation inquiry that the Bank determines appropriate for the extension of credit, periodic evaluation of my account, or the collection of amounts owed to the Bank. The Bank may furnish information concerning my account to consumer reporting agencies and others who may properly receive that information. I agree that this application will remain the property of the Bank. I hereby grant TD Bank N.A. a security interest in the goods purchased on the account as permitted by law. I certify I am at least 18 years of age and that no essential information has been concealed and that no misrepresentations have been made on this application. If approved, I agree to the terms and conditions applicable to the account for which I am approved.

_____/_____/_____
Applicant's Signature **Date** **Joint Applicant's Signature** **Date**

Initial the YES box below to protect your account under the SCA Payment Protector Plus Plan in the case of involuntary unemployment, unpaid leave of absence, disability, hospitalization, or accidental death. We will mail you additional information before you are required to pay for the Plan including an Addendum to the Cardholder Agreement containing the terms of the Plan. There are eligibility requirements, conditions and exclusions that could prevent you from receiving benefits under the Plan. Carefully read the Plan Summary enclosed and additional information. You may cancel the Plan within 30 days of when we mail you the Cardholder Agreement Addendum and receive a full refund. I understand that the program is optional and will not affect my application or eligibility for credit. I acknowledge receipt of the enclosed Payment Protector Plus Plan Summary including a description of Plan fees, and I agree to pay the Plan fees that apply to my Account. If I am approved for a credit card, yes, please enroll me in the SCA Payment Protector Plus Plan.

YES, I wish to enroll. **NO, I do not wish to enroll at this time.**

STORE USE ONLY Identification requires 2 forms of ID. Associate # _____

I.D. # 1 Government Issued Photo ID Type: Drivers Lic. Other _____ ID # _____ State _____ Exp. Date _____
 SIGNATURE MATCH PHOTO MATCH

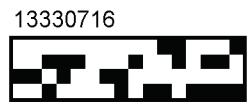
I.D. # 2 Credit Card Type: MC VISA AMEX DISCOVER Other _____ Exp. Date _____ Approval Code _____/_____
 SIGNATURE MATCH PHOTO MATCH (If Applicable)

Store # _____ Credit Limit _____ Account Number _____

JOINT APPLICANT Identification requires 2 forms of ID.

I.D. # 1 Government Issued Photo ID Type: Drivers Lic. Other _____ ID # _____ State _____ Exp. Date _____
 SIGNATURE MATCH PHOTO MATCH

I.D. # 2 Credit Card Type: MC VISA AMEX DISCOVER Other _____ Exp. Date _____
 SIGNATURE MATCH PHOTO MATCH (If Applicable)



Merchant - After customer completes application, and you have processed the customer information, please fax this form to (800) 358-8050. DO NOT FAX IN ANY COVER SHEETS, ID'S OR RECEIPTS - APPLICATIONS ONLY

Important Information about Procedures for Opening a New Account. To help the government fight the funding of terrorism and money laundering activities, federal law requires all Financial Institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

INTEREST RATES AND INTEREST CHARGES

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	24.99% This APR will vary with the market based on the Prime Rate.
Penalty APR and When It Applies	29.99% This APR will vary with the market based on the Prime Rate. This APR may be applied to your Account if a minimum payment is more than 60 days past due. How Long Will the Penalty APR apply? If your APR is increased for this reason, the Penalty APR will apply until you make six consecutive monthly minimum payments when due.
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 Convenience Checks on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$2.00.
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	
Transaction Fees	
• Convenience Check Fee	Either \$10 or 3% of the amount of each check used, whichever is greater
Penalty Fees	
• Late Fee	\$29 if balance is less than \$500; \$39 if balance is \$500 or greater
• Returned Payment Fee	\$29
• Over-the-Credit Limit Fee	\$39

The information about the costs of the credit card described in this Application is accurate as of February 2010 when it was printed. This information may have changed after that date. To find out what may have changed, call us at 1-800-252-2551 or write to us at: P.O. Box 731 Mahwah, New Jersey 07430.

How We Will Calculate Your Balance: We will use a method called "Average Daily Balance (including new transactions)". See section 3 of your Cardholder Agreement for more detail.

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

Margins: 21.74% will be added to the Index for the APR for Purchases
23.74% will be added to the Index for the APR for Convenience Checks
26.74% will be added to the Index for the Penalty APR

Index: The Index (US Prime Rate) is currently 3.25% as of 02/01/2010

The corresponding **DAILY PERIODIC RATES ("DAILY PERIODIC RATES")** ARE:

.068465% for APR for Purchases
.073945% for APR for Convenience Checks
.082164% for Penalty APR

CARDHOLDER AGREEMENT

"I", "me" and "my" mean the borrower(s). My credit card ("Card") is issued by TD Bank, N.A. ("you," "your" or the "Bank"). I understand that the Bank may change my credit limit from time to time, subject to applicable law, either at my request (if the Bank approves my request) or at the Bank's initiative. The Bank has the right to cancel or limit the credit to be extended to me at any time without prior notice. I may use my Card to obtain advances under this Cardholder Agreement (this "Agreement"), in an amount up to my available credit (the difference between my credit limit and my outstanding balance), as long as the Bank has not terminated my right to obtain additional advances. I agree to pay for all advances made by the Bank to me and/or others as authorized by

me.

I authorize the Bank to obtain credit reports in connection with this agreement and from time to time in connection with the review of my Card account ("Account"), or any update, extension or renewals of my Account, and for the purposes of collection of my Account. I authorize the Bank to verify with others any information and to provide information about its transactions with me to third parties (including consumer reporting agencies) for lawful purposes.

I agree to use the Card and the Account only for my own lawful personal, family or household purposes. I agree that I and each other user (each an "Authorized User") whom I have notified Bank is authorized to obtain advances using my Card will not use the Card or the Account for any business or commercial purposes, and also will not use the Card or the Account for any unlawful or illegal purposes. Such transactions include, but are not limited to, online gambling transactions, and any betting transactions that are illegal under applicable law including the purchase of lottery tickets or casino chips, or off-track betting and wagering. The Bank reserves the right to block all such transactions. However, in the event that a charge or transaction described in this disclosure is approved and processed, I will still be liable for the charge to the fullest extent permitted by applicable law.

I UNDERSTAND YOU MAY REPORT INFORMATION ABOUT MY ACCOUNT TO CREDIT BUREAUS. SUBJECT TO APPLICABLE LAW, LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS ON MY ACCOUNT MAY BE REFLECTED IN MY CREDIT REPORT.

1. Promise to Pay: I (and any Authorized User) must activate and sign the Card to use it. I will be liable for all use of the Card or the Account by me or by any person with actual, implied, or apparent authority to act for me or to use the Card or the Account, including any Authorized User. Any such use will constitute acceptance of all the terms and conditions of this Agreement, even though this Agreement is not signed.

I authorize the Bank to pay and charge my Account for all purchases and Convenience Checks resulting from the use of my Card or the Account. I promise to pay the Bank (in U.S. Dollars

drawn on U.S. banks) as required by this Agreement for all of these Purchases and Convenience Checks, plus Interest Charges and all other fees and charges owed under this Agreement (including without limitation all Purchases and Convenience Checks made or used by an Authorized User).

2. Credit Limit:

General: My initial credit limit for the Account is shown in the materials that accompany the Card(s) the Bank sends me when my Account is opened. My current credit limit for the Account will be shown on my Statement. I also may telephone Customer Service at 1-800-252-2551 to find out what my current credit limit is.

Changes to Credit Limit: In the Bank's discretion, at any time, subject to applicable law, the Bank may change the credit limit that applies to my Account. The Bank will provide notification of any such change by mail and my credit limit will be listed on the periodic billing statement provided by Bank ("Statement").

Exceeding the Credit Limit: I have the right to tell the Bank whether I would like the Bank to authorize transactions that will bring my account balance over my credit limit. If I authorize the Bank to do so, the Bank may (but will not be required to) authorize transactions that will bring my account balance over my credit limit. If I do not provide the Bank with this authorization, I will not be permitted to make transactions that will bring my account balance over my credit limit. To authorize the Bank to do so, please call the Bank at 1-800-252-2551 or write to the Bank at P.O. Box 731 Mahwah, New Jersey 07430. I may provide the Bank with my authorization at any time. If the Bank does permit transactions that will result in me exceeding my credit limit and I have authorized the bank to do so, I agree that the Bank may charge me an over-the-credit limit fee of \$39. I will be charged only one (1) over-the-credit limit fee per billing cycle, regardless of how many transactions (or the amount of such transactions) I may make that are in excess of my credit limit, and my Account will not be charged for more than three (3) billing cycles for the same over-the-credit limit transaction unless another over-the-credit limit transaction occurs during either of the last two billing cycles. I understand that if the Bank permits me to exceed my credit limit, the Bank will not have waived any of its rights under this Agreement, and the Bank does not have to allow me to exceed my credit limit at a later date.

3. Interest Charge: I understand that I will not have to pay a periodic **INTEREST CHARGE** on any purchases during a billing period that I pay the new balance by the payment due date shown on my current Statement, which shall not be less than 25 days after the close of the billing cycle. Otherwise, I understand and agree that interest charges will accrue from the date of the transaction (or, at the Bank's option, from the date they are posted to my Account) and will continue to accrue until the transaction is paid in full, unless otherwise provided under a Promotional Offer as explained in section 15 below. For Convenience Checks, interest will begin to accrue on the transaction date. The Bank will use the **AVERAGE DAILY BALANCE** method to compute the interest charge. The interest charge on my Account is figured by applying each applicable daily periodic rate to the average daily balance of the outstanding transactions (including current transactions) that are subject to that daily periodic rate. To get the average daily balance for each type of transaction subject to a particular rate, the Bank takes the beginning balance of such transactions each day and adds any new transactions subject to the same rate and unpaid interest charges and subtracts any payments or credits. This gives the Bank the **DAILY BALANCE**. Then the Bank adds together all the daily balances subject to the same rate for the billing cycle and this total is divided by the number of days in the billing cycle. This gives the Bank the average daily balance for each type of transaction. There is a minimum monthly Interest charge of \$2.00.

4. Annual Percentage Rates:

a. Annual Percentage Rates: *Annual Percentage Rate* or *APR* means the annual rate of interest charged on Account balances, without taking into account transaction fees (such as Convenience Check transaction fees). The Annual Percentage Rate ("APR") for Purchases is in the table of Interest Rates and Interest Charges that is part of this Agreement. To get the Daily Periodic Rate the Bank divides the applicable APR by 365 (366 for leap year). The Bank may charge different APRs on different Account transactions, subject to applicable laws.

b. Variable Rates: The APRs that apply to my Account are subject to change each billing cycle with changes to the Index, and when the index increases, the APRs may increase. The Index ("Index") is the Prime Rate (U.S.) published in the Money Rates section of *The Wall Street Journal*. The APRs will be adjusted each billing cycle by adding a margin to the Index. Any change in the APRs will take effect on the first day of the billing cycle after a change to the Index occurs. When a range of rates has been published on the day the Bank calculates the APR, the highest of the rates will be used. Please see the table of Interest Rates and Interest Charges for information. Margins are listed below the table of Interest Rates and Interest Charges.

c. Penalty APR: If any required minimum payment is 60 days past due, the Bank may, at its discretion, send notice that it will increase the APR on all new and existing balances on the Account, up to the maximum penalty APR stated in the table of Interest Rates and Interest Charges. The penalty APR will apply until I make six consecutive monthly minimum payments when due. The Penalty APR

will be adjusted each billing cycle by adding a margin to the Index. Please see the table of Interest Rates and Interest Charges for more information about margins. If the Index changes, my penalty APR will change and may increase. The Bank may impose the penalty APR under the circumstances described above, without losing any of its rights under this Agreement or under applicable law.

d. How to Avoid Paying Interest on Purchases Using My Card: The Bank will not impose an Interest Charge on purchases that are added to my Account balance if, each month, it receives payment in full of the new balance shown on the Statement on the payment due date (which will be at least 25 days after the closing date of my billing cycle).

e. Paying Interest on Convenience Checks: The Bank will impose a Daily Periodic Rate of Interest Charge on Convenience Checks as of the transaction date unless the Bank chooses, in its discretion, to accrue Interest Charges as of a later date. There is no time period in which I may repay a balance from a Convenience Check and avoid imposition of a Daily Periodic Rate of Interest Charge on the Convenience Check. Convenience Checks are also subject to transaction fees.

5. Minimum Payment Due: I agree to pay a minimum payment which is the greater of \$15 or 3.5% of the new balance, plus any applicable fees and charges as of my Statement closing date. If my Account includes balances arising from more than one transaction, the "minimum payment due" will be the sum of the amounts calculated for each transaction as stated above, plus any amounts past due and any other fees and charges. My minimum payment due may increase if the APR in effect on my Account increases due to an adjustment in the Prime Rate or if the Penalty APR is in effect. My minimum payment may also be determined by a Promotional Offer as described in section 15 of this agreement.

6. Late Fee: If the minimum payment due is not received by the payment due date on the Statement the Bank will charge me a late fee of \$29 if my outstanding Account balances are less than \$500.00, or \$39 if my outstanding Account balances are \$500.00 or greater. I understand and agree that at the Bank's option, such late fee will be immediately due and payable.

7. Returned Check Fee: If I pay with a check and my check is returned to the Bank by my financial institution unpaid or dishonored, the Bank may charge me a fee of \$29.00.

8. Administrative Fees: If I request a copy of a Statement or sales draft, payment check, or Convenience Check, I will pay a fee. I understand that the amount of the fee will be disclosed at the time I request this optional service. However, I will not be charged for copies of billing Statements, sales drafts, or other documents that I request for a billing error/inquiry I may assert against the Bank under applicable law.

9. Convenience Checks: The Bank may agree to provide me with Convenience Checks for my use from time to time, in the Bank's sole discretion, after the Account is opened. Each Convenience Check must be in the form the Bank issues, and must be used according to the instructions the Bank gives me. I may use a Convenience Check, which is a special check that the Bank may provide me from time to time, in its sole discretion, to access my Account. The Bank may refuse to process Convenience Checks received after any applicable expiration date printed on them. The Bank will not return paid Convenience Checks to me. Convenience Checks may not be used to pay any amount owed to the Bank under this Agreement or any other agreement I or any Authorized User may have with the Bank, now or in the future. The Bank will not certify any Convenience Checks. I may not post-date any Convenience Check. I agree that the Bank may refuse to process a post-dated Convenience Check, or process it before the date on the check, in the Bank's sole discretion.

Convenience Check Transaction Fee: There is a fee equal to 3% of the check amount for each check used with a minimum of \$10 and a maximum of \$75. This fee is effective upon the use of any Convenience Check. I understand and agree that at the Bank's option, this fee will be immediately due and payable.

10. Application of Payments: The Bank will send a Statement to my address on the Bank's records each month if required by federal law. Each minimum payment is due on the payment due date shown on the Statement (which will be at least 25 days after the "Statement Closing Date").

- a) The Bank will generally apply my minimum payment in the following order:
 - (i) to interest charges and other fees.
 - (ii) to transactions (purchases, Convenience Checks) with the lowest Daily Periodic Rates and corresponding APRs;
- b) Application of Payments in Excess of Minimum Payment. The Bank will generally apply my payments and credits in excess of the minimum payment in the following order:
 - (i) to transactions (purchases, cash advances) with the highest Daily Periodic Rates and corresponding APRs;
 - (ii) to transactions with the lowest Daily Periodic Rates and corresponding APRs;
 - (iii) to interest charges and other fees.

During the last two billing cycles before the expiration of a promotional plan, the Bank will apply any payments in excess of the minimum payment to the promotional plan balance.

11. Payments: Payments are to be sent to the address designated on the Statement. Payments received at such address with the return portion of the Statement by 5:00 PM Eastern Time Monday through Saturday (excluding bank holidays) will be credited on the day of receipt. However, if the payment due date falls on a day when the Bank does not accept payments, the Bank will not treat any payment as late if the Bank receives it by 5:00 PM Eastern Time on the following business day. Payments received after 5:00 PM Eastern Time Monday through Saturday (excluding bank holidays) will be credited on the next business day. There may be a five (5) day delay of crediting if payments are not received in U.S. dollars, not made in the envelope provided with the Statement and accompanied by the payment stub which is part of the Statement, and/or not received at the address for payments designated on the Statement. Payments must be made by check or money order payable in U.S. funds and drawn on a financial institution located within the United States. If I want to pay with a check that has "payment in full" or some other special notation or instruction on it or with it, I agree to send the payment (including the special notations or instructions) to the Bank at the following address: P.O. Box 731 Mahwah, New Jersey 07430. If I send any such payment to any other address, the Bank may ignore the special notations or instructions, and the Bank's crediting any such check or other instrument to amounts I owe under this Agreement does not mean that the Bank has agreed to the special notations or instructions. The Bank does not accept payments at its branches. If the Bank makes a change to its address or another material change to how it processes payments and there is a material delay in the crediting of payments, there will be a courtesy period of 60 days after the effective date of the change before the Bank considers the receipt of payments as late. **I MAY AT ANY TIME PAY MORE THAN THE MINIMUM PAYMENT DUE. I ALSO MAY AT ANY TIME PAY THE FULL UNPAID BALANCE OF MY ACCOUNT WITHOUT INCURRING ADDITIONAL CHARGES.**

12. Same Day Telephone Payments: From time to time, the Bank may make available to me the option of expediting a single payment on the Account from a designated bank account of mine by telephone, for a payment processing fee. If I speak with a Bank customer service representative and authorize the Bank to process any such single telephone payment to be posted to my Account by 5pm the same day, or if after 5pm on the next business day, I agree that you will deduct the payment amount from my designated bank account, and post the payment processing fee to my Account. I understand that the amount of the fee will be disclosed at the time I request this optional payment service. Payments received by 5:00 PM Eastern Time Monday through Saturday (excluding bank holidays) will be credited on the day of receipt. Payments received after 5:00 PM Eastern Time Monday through Saturday (excluding bank holidays) will be credited on the next business day.

13. Automated Touch-Tone Bill Payment: By calling the automated touch-tone bill payment service at 1-888-382-6665, I will be authorizing the Bank or its agent to automatically initiate a single entry ACH debit to my checking account. I will be required to enter my account number and my zip code for authentication purposes. I further authorize my financial institution to accept these debits and charge them to my checking account. Payments received by 5:00 PM Eastern Time Monday through Saturday (excluding bank holidays) will be credited on the day of receipt. Payments received after 5:00 PM Eastern Time Monday through Saturday or received on bank holidays will be credited on the next business day.

This is a secure system, and my financial institution information will not be shared for any reason other than for automated payments.

14. Credit Balance: The Bank will make a good faith effort to return to me any credit balance on my Account over \$1.00 if the credit balance has been on my Account longer than six (6) months (or, in your discretion, for a shorter time period). I may also request a refund of a credit balance on my Account at any time, by sending my request to Customer Service at P.O. Box 731 Mahwah, New Jersey 07430, by first class mail, postage prepaid. The Bank may reduce the amount of any credit balance on my Account by applying the credit balance towards new fees and charges posted to my Account.

15. Promotional Offers: Notwithstanding any other provisions of this Agreement, the Bank may occasionally, at its option, make certain promotional offers as described herein ("Promotional Offers"). Purchases made under Promotional Offers will be shown separately on my statement. I must pay at least the minimum payment due, if any (which will include any applicable minimum payment due, plus fees and charges), shown on my statement while any Promotional Offer is applicable. Balances under any Promotional Offer will be combined with balances under my standard terms upon the expiration of any deferred or specified time period applicable to a Promotional Offer. If I use my Account with a Promotional Offer, I acknowledge and agree that the terms of the Promotional Offer will modify and become part of this Agreement and all other terms and conditions will apply. The standard provisions of this Agreement apply to all transactions not subject to a Promotional Offer. Specific terms of a particular purchase made under a Promotional Offer are as follows, and as may be supplemented by the terms set forth on or with my sales slip at the time of my purchase.

Deferred Interest with Payments: During the promotional period I am required to make a minimum monthly payment as disclosed on my billing statement. Interest charges accrue at the APR for Purchases, listed in the table of Interest Rates and Interest Charges, from the date of purchase until the end of the promotional period

provided I have an outstanding balance on the Purchase. I understand that the accrued interest charges are added to my Account if the original purchase amount and any applicable fees or charges are not paid in full by the expiration of the promotional offer period. I understand and agree that after the promotional offer period expires, interest will be charged at the APR for Purchases, listed in the table of Interest Rates and Interest Charges, on any remaining balance until paid in full. The promotional offer period may be 6 or 12 months. The promotional period will be listed on my statement using the Plan ID "Deferred Interest with Payment".

Reduced APR with an Equal Number of Payments: A Reduced APR of 9.99% will apply to my purchase during the promotional period. I am required to make monthly minimum payments that are determined by adding together the principal payment amount and interest due for each billing cycle. The principal portion of the minimum payment is calculated by dividing the Purchase amount by the length of the promotional period. The interest portion of the minimum payment is calculated as described in section 3 of this agreement using the applicable Reduced APR. I understand my payment amount will vary each month and agree that after the promotional period expires, interest will be charged at the higher APR for Purchases, listed in the table of Interest Rates and Interest Charges, on any remaining balance until paid in full. The promotional period may be 24 or 36 months. The promotional period will be listed on my statement using the Plan ID "Reduced APR-Equal Number Pymts".

Revocation of a Promotional Offer: I understand and agree that if any required minimum payment is 60 days past due, the Bank will revoke the Promotional Offer. After revocation of a Promotional Offer, the APR applicable to the promotional balance will be the penalty APR. If I default under this Agreement, the Bank may increase the APR and/or revoke its consent to the deferral of any minimum payments due and/or deferral of any accrued interest charges. See section 16 below for details.

16. Entire Agreement: I agree that this Agreement (as amended and supplemented from time to time) and the application constitute the final expression of the Agreement between me and the Bank and that this agreement may not be contradicted by evidence of any prior, contemporaneous or subsequent oral agreement between me and the Bank regarding my Account. The retail store and its employees have no authority to change, add to or explain the terms of this agreement except as expressly provided in this agreement (with respect to Promotional Offers). For more information or questions, call 1-800-252-2551.

17. Default: It is further understood that this agreement and all transactions arising hereunder shall be owned by the Bank. I agree that I will be in default, and the Bank will not be obligated to honor any attempted use of my Account (even if the Bank does not give me advance notice) if any of the following events occurs:

- The Bank does not receive a required minimum payment by 5 p.m., Eastern Time, on the payment due date, accompanied by my statement's payment stub (if mailed), or the Bank does not receive any other payment required by this Agreement when such payment is due.
- I exceed the credit limit
- I die or I am declared legally incompetent or incapable of managing my affairs, become insolvent, file for bankruptcy, or otherwise become the subject of a bankruptcy petition or filing.
- I give you false or misleading information at any time in connection with my Account.
- I send the Bank more than one check or similar instrument that is returned to me unpaid, or any automatic, electronic or other payment on my Account cannot be processed or is returned unpaid, for any reason, within the last six (6) billing cycles.
- I breach or otherwise fail to comply with any term or condition of this Agreement.
- The Bank has reason to suspect that I or any Authorized User may have engaged or participated in any unusual, suspicious, fraudulent, or illegal activity on my Account.
- I do not give the Bank any updated information about my finances, employment, or any other information the Bank may reasonably request, promptly after its request.

18. Security Interest: I hereby give the Bank a security interest in any purchase including Internet, telephone, and mail order purchases made by me or any person I authorize to use the account, and the proceeds thereof, including insurance proceeds. Additionally, I authorize you to file any financing statements showing your security interest in the purchase and proceeds thereof without my signature, or in the event state law requires my signature, I agree to join in executing all necessary financing statements in a form satisfactory to you, and further agree you hold a purchase money security interest in all items purchased with my credit card. Any given purchase will remain as security for all purchases until such time as that purchase is completely paid for, and I agree that my payments will be deemed applied as stated in the Application of Payment section of this Agreement.

19. Liability for Unauthorized Use: If my Card is lost or stolen or if I believe someone may have used my Account without my permission, I must notify the Bank at once. I may be liable for the unauthorized use of my Account. I will not be liable for unauthorized use that occurs after I notify the Bank by writing to P.O. Box 731 Mahwah, New Jersey 07430 or verbally by calling 1-800-252-2551, of the loss or theft of my card or the possible unauthorized use of my Account. My maximum liability is \$50. Subject to any restrictions of applicable law, the Bank may terminate or limit access to my

Account if I have notified the Bank or the Bank has determined that my card may have been lost or stolen, or that there may be unauthorized access to my Account.

20. Closing My Account:

a) The Bank May Close My Account: Except where prohibited by applicable law and without prior notice, the Bank may close my Account to new transactions at any time, for any reason. If the Bank closes my Account to new transactions, I agree to pay the Bank all amounts I owe under this Agreement, under the terms and conditions of this Agreement, and I agree that the Bank is not liable to me for any consequences resulting from closing my Account.

If I am in default, the bank may close my Account and require me to pay the Bank immediately the entire amount I owe under this Agreement, in full. The Bank may also increase the dollar amount of my minimum payment, subject to applicable law.

If the Bank closes my Account to new transactions, I must return all Cards, unused Convenience Checks and other Account access devices to the Bank (cut, torn, or otherwise deliberately damaged to prevent unauthorized use by third parties).

b) I May Ask the Bank to Close my Account: I may ask the Bank to close my Account to new transactions at any time, by notifying Customer Service at P.O. Box 731 Mahwah, New Jersey 07430, by first class mail, postage prepaid, and returning all Cards, unused Convenience Checks and other Account access devices to us (cut, torn, or otherwise deliberately damaged to prevent unauthorized use by third parties) with my written notice or contacting the Bank at 1-800-252-2551. If I request to close my Account by phone, the Bank reserves the right to require a written notice from me. I also agree to stop using the Account immediately after I notify the Bank that I want to close my Account to new transactions.

21. Changing This Agreement: The Bank may change this Agreement, subject to applicable law, including (for example) changing the addresses and telephone numbers I should use to contact the Bank, changing fees, adding new fees, changing the Daily Periodic Rates and corresponding Annual Percentage Rates (APRs) that apply to my Account, or increasing my required Minimum Payment. The Bank may periodically review my Account and credit and, subject to applicable law, change the APRs on my Account. The Bank may also change this Agreement based on economic or market conditions, its business strategies, or for any other reason (including reasons unrelated to me or my Account). However, the Bank must review these changes on a periodic basis to determine if the conditions still exist. Any changes the Bank makes to this Agreement will apply to new transactions only unless the Bank is permitted to apply them to then-existing balances. The Bank will notify me of changes to this Agreement as required by applicable law. The Bank will mail the notice to the last address it has on file for my Account.

22. Authorization: Telephone calls may be made to me using an automatic dialing-announcing device. My telephone conversations with employees or agents of the Bank may be monitored and/or recorded for quality assurance purposes. Use of my Account will signify my consent to such use of an automatic dialing announcing device, monitoring, and/or recording.

23. Governing Law: Applicable federal law and the substantive laws of the State of Delaware (to the extent not preempted by federal law) without regard to principles of conflict of law or choice of law, shall govern this Agreement including the rate of interest and fees.

NOTICE

- A. I MAY AT ANY TIME PAY MY TOTAL INDEBTEDNESS UNDER THIS AGREEMENT.
- B. I WILL KEEP A COPY OF THIS AGREEMENT TO PROTECT MY LEGAL RIGHTS.
- C. **SUBJECT TO APPLICABLE LAW, THE BANK CAN CHANGE THE TERMS OF, ADD NEW TERMS TO, OR DELETE TERMS FROM THIS AGREEMENT. THE BANK WILL GIVE ME ADVANCE NOTICE OF THE CHANGE, ADDITION OR DELETION WHEN REQUIRED BY APPLICABLE LAW. ANY CHANGE, ADDITION, OR DELETION TO THIS AGREEMENT WILL BECOME EFFECTIVE AT THE TIME STATED IN THE NOTICE AND, UNLESS THE NOTICE STATES OTHERWISE, THE CHANGE, ADDITION, OR DELETION WILL APPLY TO NEW TRANSACTIONS.**

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

YOUR BILLING RIGHTS; KEEP THIS DOCUMENT FOR FUTURE USE

"You" and "your" mean the borrower. "We", "us" or "our" mean the Bank. This notice contains important information about your rights and our responsibilities under the Federal Credit Billing Act.

What To Do If You Find a Mistake on Your Statement

If you think there is an error on your statement, write to us at: Customer Service at P.O. Box 731 Mahwah, New Jersey 07430
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 the problem:** 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 why we believe the statement was 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 your 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 or other fees 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 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 don't follow all of the rules above, you do not have to pay the first \$50.00 of the amount you question even if your statement was 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 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 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 \$50.00. (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* at:

Customer Service at P.O. Box 731 Mahwah, New Jersey 07430

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.

SCA Payment Protector Plus Plan Summary and Disclosures

Important Information: The Bank (We) will mail you the SCA Payment Protector Plus Plan Addendum, which outlines the terms and conditions of the Plan and will amend your Cardholder Agreement. The following is a summary of the Plan. Your purchase of Payment Protector Plus is **optional** and will not affect your application for credit.

What is Cancelled: We will cancel the Minimum Payment Due on your Account, up to the Benefit Max, in the case of a Qualifying Event involving Involuntary Unemployment, Unpaid Leave of Absence, Disability, Hospitalization, and Accidental Death.

Plan Fee: The monthly fee is \$0.99 per \$100 of the New Balance shown on your periodic statement.

Qualifying Event: Is Involuntary Unemployment, Unpaid Leave of Absence, Disability, Hospitalization, or Accidental Death.

The following is a summary of the eligibility requirements, conditions, and exclusions under SCA Payment Protector Plus.

Benefits Conditions:

Involuntary Unemployment: Following a period of 30 consecutive days of involuntary unemployment, We will cancel your Minimum Payment Due as of the statement following a Qualifying Event.

Unpaid Leave of Absence: Following a period of 30 consecutive days of unpaid employer-approved leave of absence, We will cancel your Minimum Payment Due as of the statement following a Qualifying Event.

Disability: Following a period of 30 consecutive days of disability, We will cancel your Minimum Payment Due as of the statement following a Qualifying Event.

Hospitalization: Following a period of 2 nights confined to a hospital as a registered patient, We will cancel your Minimum Payment Due as of the statement following a Qualifying Event.

Accidental Death: We will cancel your New Balance as of the statement following the date of your accidental death.

Benefit Eligibility Requirements: You may be eligible for Benefits if:

Primary Cardholder Payment Protector Plus protects the Primary Cardholder, who is the person who applied for the account, who is responsible for paying all amounts owed under the Account, and to whom statements are sent, with:

Involuntary Unemployment: You may be eligible for Involuntary Unemployment Benefit if, you have been employed fulltime for 30 days and you have an involuntary loss of employment or unemployed due to layoff, general strike, or unionized labor dispute.

Unpaid Leave of Absence: You have been employed full-time for 90 days and on an employer approved temporary absence without pay.

Disability: You are unable to perform substantial activities of your occupation and normal daily activities of a person of like age or gender for at least 30 consecutive days and are under continuous treatment of a licensed physician. Disability must be as a result of an injury or illness.

Hospitalization: You must be confined to a hospital as a registered bed patient for at least 2 consecutive nights within a 30 day period in a licensed facility.

Accidental Death: Death is directly be due to accidental injury, unintended, unexpected, and unforeseen.

Benefit Exclusions

Involuntary unemployment: You will not be eligible for involuntary unemployment for retirement, self-employment, resignation or voluntary forfeiture of employment income, dismissal for cause, dismissal during Waiting Period, scheduled termination of an employment contract, dismissal due to criminal offense or abuse of drugs or alcohol, or loss of income cause by illness, disease, accident, injury or pregnancy.

Unpaid Leave of Absence: You will not be eligible for an Unpaid Leave of Absence Benefit if it is caused by retirement, self-employment, resignation or voluntary forfeiture of employment income, dismissal for cause, dismissal during Waiting Period, scheduled termination of an employment contract, dismissal due to criminal offense or abuse of drugs or alcohol, or loss of income cause by illness, disease, accident, injury or pregnancy.

Disability: You will not be eligible for a Disability Benefit if it results from a Previous Benefit or related medical condition, normal pregnancy or childbirth, self-inflicted injury, a Pre-Existing Condition, attempted suicide, commission or attempted commission of a criminal offense, abuse of drugs or alcohol, unless confined to hospital or participating in satisfactory rehabilitation program.

Hospitalization: You will not be eligible for Hospitalization Benefit if your date of Hospitalization is prior to Enrollment Date, you have received a previous Benefit for the same or related medical condition, or in the case of self-inflicted injury, normal pregnancy or childbirth, commission or attempted commission of a criminal offense, elective cosmetic surgery, cosmetic or beauty treatment, a convalescent, nursing, rest, or skilled nursing facility, facilities that operate exclusively for the treatment of mentally ill, age, drug addiction, alcoholism, a Pre-existing condition, or Hospitalization outside of North America

Accidental Death: You will not be eligible if death results in whole or part from intentionally self-inflicted injury, while sane or insane, disease or treatment of disease, or any medical treatment unless for the treatment of accidental injury, infection, use of alcohol or other intoxicants, use of any drug, sedative or narcotic, unless taken as prescribed by a licensed physician, participation in a riot, commission of assault or felony, flight in an aircraft, unless as a fare-paying passenger or crew member on a regularly scheduled commercial airline, or act of war or terrorism.

Benefit Max: We will cancel up to 24 consecutive monthly Minimum Payments up to \$10,000 for Involuntary Unemployment and Disability. We will cancel a maximum of 3 consecutive monthly Minimum Payments up to \$10,000 for Unpaid Leave of Absence. We will cancel a maximum of 24 individual monthly Minimum Payments up to \$10,000 for Hospitalization. We will cancel the New Balance up to \$10,000 for Accidental Death.

Terminating your Protection: You or we may terminate your enrollment in the Plan at any time and for any reason. If we close your Account for any reason, your enrollment in the Plan will automatically be terminated without notice. Your enrollment in the plan will terminate if, all or any portion of a Minimum Payment Due on your Account remains unpaid for 2 or more consecutive billing periods. Your enrollment in the Plan will also terminate if the credit privileges on your Account are suspended or terminated for reasons not associated with the Plan, if your Account is terminated, or if you die. If you participate in a debt management program, your enrollment in the Plan may be terminated. If you decide to terminate your enrollment, you must contact us. If you terminate your enrollment within thirty (30) calendar days of when we mail you the Addendum, we will reimburse your Account for the Plan Fees you have been charged. Otherwise, once Plan Fees have been paid for a billing period, they will be considered fully earned and **nonrefundable** even if your enrollment in the Plan is terminated during that billing period. If you or we terminate your enrollment in the Plan, the Addendum is terminated and all eligibility for future and current Benefit requests will cease as of the date your enrollment in the Plan terminates. If we discontinue the Plan, we will notify you.

Additional Important Disclosures

Waiting Period: During the waiting period for a Qualifying Event, and while your request for benefit is being processed, your Account balances are **not** cancelled. You must continue to make the Minimum Payment Due on your Accounts until the balances are paid off or cancelled.

Use of Card Restricted During Benefit Period: You are not allowed to incur additional charges on the account while you are in the Benefit Period.

Promotional Balances and Rewards Programs: If you have introductory or promotional Annual Percentage Rates (APRs) that are being applied to any balances on your Account during the Benefit Period, the introductory or promotional time period for these APRs will not be extended as a result of the Benefit but any such promotional balances that are covered by Minimum Payments or Balance cancellation applicable to your Account as a result of this Addendum will continue to accrue Finance Charges during the Benefit Period.

Questions about the Payment Protector Plus Plan for your account:

Call our Customer Service Department 1-866-667-5340 with any questions you have about the Payment Protector Plus Plan.