any legal provision under this Agreement will be decided in accordance with applicable Federal and New York law, wherever you reside or the transactions took place. This Agreement is made and is created in New York.

20. Change in Terms. A change in terms notice regarding this account will be made in accordance with applicable regulations.
4. Payments. You may not repay all advances made under this Agreement in response to a request by you or anyone you authorize and all Finance Charges and all other charges and amounts owed under this Agreement will continue to accrue until the balance is paid in full. We will continue to accept payments or credits on your account, whether or not you receive a monthly statement, if your account is open. Each month, you must make a minimum payment. For Visa Classic accounts, your minimum payment will be equal to the sum of: (i) the greater of 2% of your Total New Balance or $10; (ii) any amount that are past due; (iii) the portion of your balance that exceeds your credit limit; (iv) any applicable participation fee for that period; (v) any late fees you owe; and (vi) Over the Credit Limit Fees you owe. The minimum Finance Charge will be equal to the sum of: (i) the greater of 2% of your Total New Balance or $25; (ii) any amounts that are past due; (iii) the portion of your balance that exceeds your credit limit; (iv) any applicable participation fee for that period; (v) any late fees you owe; and (vi) Over the Credit Limit Fees you owe.

5. Record of Your Account. We will not lose any rights if we accept late payments, partial payments, or payments on accounts past due; (v) any late fees you owe; and (vi) Over the Credit Limit Fees you owe. The minimum Finance Charge will be equal to the sum of: (i) the greater of 2% of your Total New Balance or $25; (ii) any amounts that are past due; (iii) the portion of your balance that exceeds your credit limit; (iv) any applicable participation fee for that period; (v) any late fees you owe; and (vi) Over the Credit Limit Fees you owe.

6. Receipt of Payment. If we receive your payment, with a payment stub, at the address indicated on the front of your monthly statement by 8:00 a.m., Monday thru Friday (excluding legal holidays) we will credit it to your account the same day. If your payment is received later in the day, it will be credited to your account the next business day. If we receive your payment at another location or without the payment stub, we will credit your account the next business day. We will consider $0 if you pay your Total New Balance in full by the due date. However, the “purchase average daily balance” will be the sum of: (i) the greater of 2% of your Total New Balance or $25; (ii) any amounts that are past due; (iii) the portion of your balance that exceeds your credit limit; (iv) any applicable participation fee for that period; (v) any late fees you owe; and (vi) Over the Credit Limit Fees you owe. The minimum Finance Charge will be equal to the sum of: (i) the greater of 2% of your Total New Balance or $25; (ii) any amounts that are past due; (iii) the portion of your balance that exceeds your credit limit; (iv) any applicable participation fee for that period; (v) any late fees you owe; and (vi) Over the Credit Limit Fees you owe.

7. Payment Holidays. We may offer you a payment holiday allowing you to skip a minimum payment. FINANCE CHARGES, if any, will continue to accrue on your balance at the applicable periodic rate. We reserve the right to charge you a Skip Payment Charge if any existing balance transferred to the Gold Card will have the current Gold Card rate at the time of the transfer, except for transfers after the due date. If you are past due, you must remain at the promotional rate until that balance is paid in full.

8. Finance Charges. Each Finance Charge you owe for a billing cycle will be equal to the “Periodic Rate Finance Charge.” The minimum Finance Charge is $0.50 in any billing cycle during which you have not paid any finance charge. This gives us the “Cash Advance average daily balance.”

9. Other Charges. You will pay the following other charges as applicable.

A. Annual Membership Fee- There is no Annual Membership Fee.

B. Documentary Evidence Charge- If you request documentary evidence of a transaction (for example, a copy of a sales draft or an independent statement) other than in connection with a billing error inquiry, you will pay a Documentary Evidence Charge of $2.50 for each document. The charge will be added to your Purchase Balance.

C. Late Fee- You will pay a Late Fee of $25 if your Total New Balance on the last day of the billing cycle exceeds $25 and your account is delinquent by the payment due date. The fee will be charged after the third day of the last day of the billing cycle. The Late Fee is in addition to the Finance Charge.

D. Returned Payment Charge- You will pay a Returned Payment Charge of $10 if you pay a check that your bank will not honor and we return it to you as uncollectible. The charge will be added to your Purchase Balance.

E. Over the Credit-Limit Fee- You will pay an Over the Credit-Limit Fee of $25 if your outstanding balance exceeds your credit limit. The fee will be added to your Purchase Balance.

F. Upgrade Rate- If your Classic Card is upgraded to a Gold Card, the introductory rate will not be applied again. Also, any existing balance transferred to the Gold Card will have the current Gold Card rate at the time of the transfer, except for transfers after the due date. If you are past due, you must remain at the promotional rate until that balance is paid in full.

D. Maximum Rate-The ANNUAL PERCENTAGE RATE will not exceed the maximum rate allowed by applicable law.

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ESL Credit Card Information

<table>
<thead>
<tr>
<th>Annual Percentage Rate for Purchases</th>
<th>The Introductory Annual Percentage Rate (APR) will be 5.90% for six billing cycles following the account open date. Gold Card - Thereafter, a variable APR of 7.65% (0.02096% corresponding Daily Periodic Rate) Classic Card - Thereafter, a variable APR of 10.65% (0.02918% corresponding Daily Periodic Rate)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other APRs</td>
<td>Past due rate 18.0%*</td>
</tr>
<tr>
<td>Variable Rate Information</td>
<td>Gold Card - Following the introductory fixed rate period, your Annual Percentage Rate may vary monthly based on the Prime rate plus 4.4%** Classic Card - Following the introductory fixed rate period, your Annual Percentage Rate may vary monthly based on the Prime rate plus 7.4%**</td>
</tr>
<tr>
<td>Grace Period for Repayment of Balance for Purchases</td>
<td>Not less than 25 days from your statement closing date, if you paid your previous balance in full by the billing cycle date, but none for balance transfers or cash advances or convenience checks.</td>
</tr>
<tr>
<td>Annual Fee</td>
<td>None</td>
</tr>
<tr>
<td>Other Fees</td>
<td>Late Payment Fee: $29. Over the Credit-Limit Fee: $29 per cycle. Returned Payment Fee: $10.</td>
</tr>
<tr>
<td>Minimum Finance Charge</td>
<td>$.50 in any month that a finance charge is payable.</td>
</tr>
<tr>
<td>Method of computing the Balance for Purchases</td>
<td>Average Daily Balance Method (including new purchases).</td>
</tr>
</tbody>
</table>