

**Example of Credit Card Agreement for  
FIA Card Services Rewards™ Gold and  
FIA Card Services Rewards™ Platinum  
American Express® Card accounts**

This information is accurate as of 12/31/2009.

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not publish the U. S. Prime Rate, or if it changes the definition of the U.S. Prime Rate, we may, in our sole discretion, substitute another index.

### **Grace Period/Paying Interest**

Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.

### **Balance Subject to Interest Rate**

**Average Daily Balance Method (including new Purchases):** We calculate separate Balances Subject to an Interest Rate for Purchases and for each Promotional Offer balance consisting of Purchases by: (1) calculating a daily balance for each day in the current billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the current billing cycle. If any portion of any Purchases balance received a Grace Period, that amount is not included in this calculation.

To calculate the daily balance for each day in the current billing cycle, we take the beginning balance, add an amount equal to the applicable DPR multiplied by the previous day's daily balance, add new Purchases, new Account Fees, and new Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

We do not include the fee for credit card debt cancellation or credit insurance purchased through us in calculating the beginning Purchase balance until the first day of the billing cycle after the billing cycle in which such fee is billed.

**Average Daily Balance Method (including new Balance Transfers and new Cash Advances):** We calculate separate Balances Subject to an Interest Rate for Balance Transfer, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances by: (1) calculating a daily balance for each day in the current billing cycle; (2) calculating a daily balance for each day prior to the current billing cycle that had a "Pre-Cycle balance" – a Pre-Cycle balance is a Balance Transfer or a Cash Advance with a transaction date prior to the current billing cycle but with a posting date within the current billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in the current billing cycle.

To calculate the daily balance for each day in the current billing cycle, we take the beginning balance, add an amount equal to the applicable DPR multiplied by the previous day's daily balance, add new Balance Transfers, Cash Advances and Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to the current billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable solely to a Pre-Cycle balance (which will be zero on the transaction date associated with the first Pre-Cycle balance), add an amount equal to the applicable DPR multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle balances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

## CREDIT CARD AGREEMENT

### YOUR CONTRACT WITH US

*We reserve the right to change the terms of this Agreement at any time, as further described in the section titled: We May Amend This Agreement.* The reasons we may change these terms include the following: your risk profile based on your payment patterns, transaction patterns, balance patterns, and utilization levels of this and other accounts, credit bureau information including the age, history and type of other accounts, and relationships between each and all of these measures of risk. We may also change terms for reasons not related to your individual credit history, such as overall economic and market trends, product design, and business needs. An Annual Percentage Rate (APR) increase will not impact existing balances unless you are more than 60 days late with a payment.

### WORDS USED OFTEN IN THIS AGREEMENT

"Access check" means a check we provide to you to obtain credit on your account.

"Agreement" or "Credit Card Agreement" means this document and any changes we make to this document from time to time.

"APR" means the corresponding Annual Percentage Rate. The APR corresponds to the Daily Periodic Rate ("DPR") and is calculated by multiplying the DPR by 365. Interest charges (also called Periodic Rate Finance Charges) are calculated by using the DPR.

"Card" means all the credit cards we issue to you and to any other person with authorization for use on this account pursuant to this Agreement.

"Foreign Transaction" means any transaction made in a foreign currency (including, for example, online purchases from foreign merchants).

"Grace Period" means the period of time during a billing cycle when you will not accrue interest on certain transactions or balances.

"New Balance Total" means the total billed amount as of the Closing Date of a billing cycle, as shown on your monthly statement. To determine the New Balance Total, we start with the total balance at the beginning of the billing cycle, which is the "Previous Balance". Then we subtract payments and other credits. Then we add Balance Transfers, Cash Advances, Purchases, and adjustments, fees and interest.

"Pay in Full" or "Paid in Full" means payments and credits in a billing cycle totaling at least your previous billing cycle's New Balance Total. In general, Pay in Full must be made by the Payment Due Date in order to get a Grace Period.

"Penalty APR" means the APR(s) which may be applied to Purchases, Balance Transfers, and Cash Advances, in certain instances of your default, as described in the section titled, *Annual Percentage Rates*.

"Promotional Offer" means limited time introductory or promotional offers on certain Purchases, Balance Transfers, or Cash Advances at APRs that are lower than the Standard APRs for those features ("Promotional Rates") and may be subject to other conditions. Promotional Offers may also include limited time introductory or promotional transaction fees ("Promotional Fees") which may be higher or lower than the standard fees provided in the section titled *Transaction Fees*.

"Standard APR" means the APR(s) normally in effect for Purchases, Balance Transfers, and Cash Advances.

"We", "us", "our", and "FIACS" means FIA Card Services, N.A.

"You" and "your" mean each and all of the persons who are granted, accept or use an account we hold. "You" and "your" also mean any other person who has guaranteed payment of this account, when used in the sections titled, *Your Contract With Us*, *We May Monitor And Record Telephone Calls*, and *Arbitration and Litigation*, and when used in each of the sections relating to payment of this account (e.g., *Your Promise To Pay*, and *How We Allocate Your Payments*).

### OTHER TERMINOLOGY

We will use the definitions described under the section heading *Words Used Often In This Agreement* or as otherwise defined in this Agreement. If we use a capitalized term in this document but we do not define the term in this document, the term has the meaning as used in your monthly statement.

We use section headings (e.g., *Words Used Often In This Agreement*) to organize this Agreement. The headings are for reference purposes only.

### HOW TO USE YOUR ACCOUNT

You may obtain credit in the form of Purchases, Balance Transfers, and Cash Advances, by using cards, access checks, your account number, or other credit devices. All access checks include an expiration date printed at the top. We will honor access checks received for payment before the expiration date printed on the check, provided your account is open and in good standing, with available credit. Access checks without a printed expiration date will not be honored.

"Purchase" means the use of your card or account number to:

1. buy or lease goods or services;
2. buy wire transfers from a non-financial institution ("Wire Transfer Purchase");
3. make a transaction that is not otherwise a Cash Advance.

"Purchase" includes Account Fees, as well as Transaction Fees and adjustments associated with any Purchase.

"Balance Transfer" means a transfer of funds to another creditor initiated by us at your request. A Balance Transfer does not include a transaction that is otherwise a Cash Advance. Balance Transfers include Transaction Fees and adjustments associated with any Balance Transfer.

"Cash Advance" means the use of your account for a loan obtained:

1. at an automated teller machine ("ATM Cash Advance");
2. by a transfer of funds to a deposit account initiated by us at your request. ("Direct Deposit");
3. at any financial institution (e.g., to obtain cash, money orders, wire transfers, or travelers checks), by a same day online funds transfer to a deposit account, and at any non-financial institution (to obtain cash) ("Bank Cash Advance");
4. to buy "Cash Equivalents" (i.e., foreign currency, money orders or travelers checks from a non-financial institution, or person to person money transfers, bets, lottery tickets, casino gaming chips, or bail bonds) with your card;
5. by an access check you sign as drawer ("Check Cash Advance");
6. for any payment you make to us that is returned to us unpaid for any reason, including the related interest charges ("Returned Payment").

"Cash Advance" includes Transaction Fees and adjustments associated with any Cash Advance.

## **ANNUAL PERCENTAGE RATES**

This section provides the interest rates (APRs) applicable to your account. We reserve the right to amend these APRs. Pursuant to Federal law, if this account becomes sixty days or more past due, these amendments may include an increase to all interest rates, including interest rates on existing promotional rate balances. Advance written notice of such amendments will be provided.

We may make Promotional Offers on certain new Purchases, Balance Transfers and Cash Advances. When a Promotional Offer ends, its Promotional Rates and Promotional Fees will terminate. Any Purchase, Balance Transfer or Cash Advance balance subject to that Promotional Rate will return to its respective Standard APR.

Check Cash Advances and Direct Deposits are Cash Advances. However, if Check Cash Advances or Direct Deposits are identified in the Promotional Offer as posting as a Balance Transfer and qualify for the Promotional Offer, then the resulting promotional balances will be included in the Balance Transfer balance and will get the Balance Transfer Standard APR when the Promotional Offer ends, instead of the Cash Advance APR. In addition, these transactions will get the Balance Transfer transaction fee if they qualify for the Promotional Offer.

**For Standard Annual Percentage Rates (APRs), see the Pricing Information table.**

## **VARIABLE RATE INFORMATION**

Variable Rates are calculated by adding together an index and a margin. This index is the highest U.S. Prime Rate as published in the "Money Rates" section of The Wall Street Journal on the last publication day of each month.

An increase or decrease in the index will cause a corresponding increase or decrease in your variable rates on the first day of your billing cycle that begins in the same month in which the index is published. An increase in the index means that you will pay higher interest charges and have a higher Total Minimum Payment Due. If The Wall Street Journal does not publish the U. S. Prime Rate, or if it changes the definition of the U.S. Prime Rate, we may, in our sole discretion, substitute another index.

## **CALCULATION OF INTEREST CHARGES**

We calculate interest by multiplying each Balance Subject to Interest Rate by its applicable DPR and that result by the number of days in the billing cycle. When interest accrues on a Purchase, Balance Transfer, or Cash Advance balance, those interest charges become part of that respective Purchase, Balance Transfer, or Cash Advance balance.

## **BILLING CYCLE**

Your billing cycle ends each month on a Closing Date determined by us. Each billing cycle begins on the day after the Closing Date of the previous billing cycle. Each monthly statement reflects a single billing cycle.

## **WHEN INTEREST CHARGES BEGIN TO ACCRUE**

Each new Balance Transfer and Cash Advance begins to accrue interest on its transaction date. Balance Transfer and Cash Advance balances remaining from previous billing cycles accrue interest from the first day of the billing cycle. The transaction

date for Check Cash Advances and Balance Transfers made by check is the date the check is first deposited or cashed. The transaction date for a Returned Payment is the date that the corresponding payment posted to your account.

Unless subject to a Grace Period, each new Purchase begins to accrue interest on its transaction date or the first day of the billing cycle, whichever date is later. Unless subject to a Grace Period, Purchase balances remaining from previous billing cycles accrue interest from the first day of the billing cycle.

When applicable, interest accrues daily and compounds daily on new balances, and balances remaining from previous billing cycles. Interest will continue to accrue even though you have paid the full amount of any related balances because we include any accrued but unpaid interest in the calculation of each Balance Subject to Interest Rate.

Your Payment Due Date will be at least 25 days from your statement Closing Date.

### **GRACE PERIOD**

You do not have a Grace Period for Balance Transfers or Cash Advances. You will have a Grace Period on new Purchases in a billing cycle in which you Pay in Full, from the day after the Pay in Full date until the end of that billing cycle. You will have a Grace Period for an entire billing cycle on new Purchases and on Purchase balances remaining from previous billing cycles, if you Paid in Full the two previous New Balance Totals on your account by their respective Payment Due Dates. If during the previous billing cycle you Paid in Full by the Payment Due Date, then in the current billing cycle you will have a Grace Period on the amount of the Purchase balance remaining from the previous billing cycle that is paid by the Payment Due Date, based on our payment allocation method.

OR

You do not have a Grace Period for Balance Transfers or Cash Advances. You will have a Grace Period on new Purchases, during the billing cycle in which they post to your account if you Paid in Full the previous New Balance Total on your account by its Payment Due Date. You will have a Grace Period during a billing cycle on Purchase balances remaining from previous billing cycles if you Paid in Full the previous New Balance Total on your account by its Payment Due Date. If during the previous billing cycle you Paid in Full by the Payment Due Date, then in the current billing cycle you will have a Grace Period on the amount of the Purchase balance remaining from the previous billing cycle that is paid by the Payment Due Date, based on our payment allocation method.

### **BALANCES SUBJECT TO INTEREST RATE**

[see the Pricing Information table]

### **MINIMUM INTEREST CHARGE**

If the total of the interest charges for all balances is less than \$1.50, then a Minimum Interest Charge of \$1.50 will be assessed on the account. This fee is in lieu of any interest charge.

### **TRANSACTION FEES**

We will assess the following Transaction Fees to your Account in the same balance category to which the transaction is posted, [see the Pricing Information table for fee amounts].

- ATM Cash Advance
- Balance Transfer
- Bank Cash Advance
- Cash Equivalent
- Check Cash Advance
- Direct Deposit
- Foreign Transaction
- Overdraft Protection Cash Advance
- Wire Transfer Purchase

### **ACCOUNT FEES**

The following fees are assessed as Purchases in the Billing Cycle in which the fees accrue:

An Annual Fee: [see the Pricing Information table for fee amount]. The Annual Fee will be assessed each [month of account opening] if your account is open or if you maintain an account balance, whether or not you have active charging privileges.

We will assess a Late Fee, if the Total Minimum Payment Due shown on your monthly statement is not received by us on or before its Payment Due Date. On the Late Fee transaction date: [see the Pricing Information table for fee amount]

A Returned Payment Fee of [see the Pricing Information table for fee amount] if a payment on your account is returned for insufficient funds or for any other reason, even if it is paid upon subsequent presentment (if we elect to re-present the payment).

A Returned Access Check Fee of \$35.00 to \$35.00 if we return an access check unpaid for any reason, even if the access check is paid upon subsequent presentment.

A Copy Fee of \$5.00 for each copy of a monthly statement or sales draft, except that the six most recent monthly statements and one sales draft will be provided for free.

An Abandoned Property Fee equal to any costs incurred by us for complying with state abandoned property laws, unless prohibited by applicable law.

### **SIGN YOUR CARD**

You should sign your card before you use it.

### **WE MAY MONITOR AND RECORD TELEPHONE CALLS**

You consent to and authorize FIA Card Services, any of its affiliates, or its marketing associates to monitor and/or record any of your telephone conversations with our representatives or the representatives of any of those companies. Where you have provided a cell phone number directly to us, or placed a cell phone call to us, you consent and agree to accept collection calls to your cell phone from us. For any telephone or cell phone calls we place to you, you consent and agree that those calls may be automatically dialed and/or use recorded messages.

### **CREDIT REPORTING AGENCIES; COLLECTING AND SHARING INFORMATION**

You authorize us to collect information about you in order to conduct our business and deliver the top quality service you expect, including information we receive about you, information we receive from third parties such as credit reporting agencies and information about your transactions with us and other companies. You authorize us to share such information about you or your account with our affiliates and others. You may have the right to opt out of some information sharing. For more details, please refer to our Privacy Policy.

If you believe we have furnished inaccurate or incomplete information about you or your account to a credit reporting agency, write to us at: FIA Card Services, N.A., Credit Reporting Agencies, P.O. Box 17054, Wilmington, DE 19884-7054. Please include your name, address, home phone number, and account number, and explain what you believe is inaccurate or incomplete.

### **PERSONS USING YOUR ACCOUNT**

If you permit any person to use your card, access checks, account number, or other credit device with the authorization to obtain credit on your account, you may be liable for all transactions made by that person including transactions for which you may not have intended to be liable, even if the amount of those transactions causes your credit limit to be exceeded. Authorized users of this account may have the same access to information about the account and its users as the account holders. We may send account materials (cards, statements and notices) to any liable party, and that person will be responsible for delivering those materials to the other liable parties and authorized users. Notice to any of you will be considered notice to all of you. You may allow authorized users on your account in the following ways: (1) by notifying us that you want someone added to your account as an authorized user; (2) by lending your card or account number to another; or (3) by any other ways in which you would be legally considered to have allowed another to use your account or to be legally prevented from denying that you did so. You must think carefully before you allow anyone to become an authorized user. By doing so, you authorize the person to use your account to the same extent you can, including but not limited to making any Purchases, Balance Transfers, Cash Advances, and allowing others to use your account. Your account does not permit you to limit the nature or amount of authority you give to any authorized user and you will not attempt to do so. An authorized user's authority will continue until you both notify us that you are terminating the authority and you physically retrieve the card. If you cannot retrieve the card, you will remain liable for any transactions that we cannot prevent after you notify us.

### **PURPOSES FOR USING YOUR ACCOUNT**

You may use your account for personal, family, or household purposes. You may not use your account for business or commercial purposes. You may not use a Balance Transfer, or Check Cash Advance, or any other Cash Advance, to make a payment on this or any other credit account with us or our affiliates. You may not use or permit your account to be used to make any illegal transaction. You will only use your account for transactions that are legal where you conduct them. For example, Internet gambling transactions may be illegal in your state. Display of a payment card logo by an online merchant does not mean that an Internet transaction is legal where you conduct it. We may charge your account for such transactions. We will not be liable if you engage in an illegal transaction. We may deny authorization of any transactions identified as Internet gambling.

### **YOUR PROMISE TO PAY**

You promise to pay us the amounts of all credit you obtain, which includes all Purchases, Balance Transfers, and Cash Advances. You also promise to pay us all the amounts of interest charges, fees, and any other transactions charged to your account.

### **PAYMENTS ON YOUR ACCOUNT**

You must pay each month at least the Total Minimum Payment Due shown on your monthly statement by its Payment Due. Payments must conform to the requirements set out on that monthly statement; these requirements may vary without prior notice. You may pay the entire amount you owe us at any time. Payments made in any billing cycle that are greater than the Total Minimum Payment Due will not affect your obligation to make the next Total Minimum Payment Due. If you overpay or if there is a credit balance on your account, we will not pay interest on such amounts. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. We reserve the right to reject any payment if your account has a credit balance as of the day we receive that payment. Payment of your Total Minimum Payment Due may not avoid the assessment of Overlimit Fees. Generally, credits to your account, such as those generated by merchants or by person-to-person money transfers, are not treated as payments and will not reduce your Total Minimum Payment Due.

### **ACH PAYMENTS**

We process most payment checks electronically. We use the information on your check to create an electronic funds transfer. Each time you send a check, you authorize a one-time electronic funds transfer. You also authorize us to process your check as a check or paper draft, as necessary. Funds may be withdrawn from your account as soon as the same day we receive your payment. You will not receive your cancelled check because we are required to destroy it. We will retain an electronic copy. For more information or to stop the conversion of your checks into electronic funds transfers, call us at the phone number listed on the front of your monthly statement. You may also write to us at: P.O. Box 15019, Wilmington, DE 19850-5019.

### **TOTAL MINIMUM PAYMENT DUE**

You may pay your total outstanding balance at any time. Each billing cycle, you must pay at least the Total Minimum Payment Due shown on your monthly statement by its Payment Due Date. The Total Minimum Payment Due is the sum of all past due amounts plus the Current Payment.

The Current Payment for each billing cycle includes three amounts: (1) 1.00% of your balance (your New Balance Total except for any new interest charges, and Late Fee), and (2) new interest charges, and (3) new Late Fee. Generally, the lowest it will be is \$15.00. We round the payment amount down to the nearest dollar. If a payment is credited to your account but is returned unpaid in a later billing cycle, we will recalculate the Total Minimum Payment Due for the billing cycle in which the payment was originally credited.

### **WHEN YOUR PAYMENT WILL BE CREDITED TO YOUR ACCOUNT**

We credit payments as of the date received, if the payment is: (1) received by 5 p.m. local time at the address shown on the remittance slip on the front of your monthly statement; (2) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and (3) sent in the return envelope with only the bottom portion of your statement accompanying it. Payments received after 5 p.m. local time at the remittance address on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. Credit for any other payments may be delayed up to five days.

### **HOW WE ALLOCATE YOUR PAYMENTS**

If your account has balances with different APRs, we will allocate the amount of your payment equal to the Total Minimum Payment Due to the lowest APR balances first. Payment amounts in excess of your Total Minimum Payment Due will be applied to balances with higher APRs before balances with lower APRs.

### **PROMISE TO PAY APPLIES TO ALL PERSONS**

All persons who initially or subsequently request, accept, guarantee or use the account are individually and together responsible for any total outstanding balance. If you and one or more persons are responsible to pay any total outstanding balance, we may refuse to release any of you from liability until all of the cards, access checks, and other credit devices outstanding under the account have been returned to us and you repay us the total outstanding balance owed to us at any time under the terms of this Agreement.

### **DEFAULT**

You will be in default of this Agreement if: (1) you fail to make any required Total Minimum Payment Due by its Payment Due Date; (2) your total outstanding balance exceeds your credit limit; or (3) you fail to abide by any other term of this Agreement. Our failure to exercise any of our rights when you default does not mean that we are unable to exercise those rights upon later default.

### **WHEN WE MAY REQUIRE IMMEDIATE REPAYMENT**

If you are in default, then in addition to our other remedies under this Agreement, we can require immediate payment of your total outstanding balance and, unless prohibited by applicable law and except as otherwise provided under the *Arbitration and*

*Litigation* section of this Agreement, we can also require you to pay the costs we incur in any collection proceeding, as well as reasonable attorneys' fees if we refer your account for collection to an attorney who is not our salaried employee.

## **OTHER PAYMENT TERMS**

We can accept late payments, partial payments, or payments with any restrictive writing without losing any of our rights under this Agreement. This means that no payment, including those marked with "paid in full" or with any other restrictive words, shall operate as an accord and satisfaction without the prior written approval of one of our senior officers. You may not use a postdated check to make a payment. If you do postdate a payment check, we may elect to honor it upon presentment or return it uncredited to the person that presented it, without in either case waiting for the date shown on the check. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to take.

## **PAYMENT HOLIDAYS AND REDUCED PAYMENT OFFERS**

We may allow you, from time to time, to omit a monthly payment or make a reduced payment. We will notify you when these options are available. If you omit a payment or make a reduced payment, interest charges, applicable fees, and other regular transactions, if any, will accrue on your account balances in accordance with this Agreement. The reduced payment amount may be less than your interest charges. You must make the reduced payment on time to avoid a late fee. You must resume making your regular Total Minimum Payment Due each month following a payment holiday or reduced payment offer.

## **YOUR REVOLVING LINE**

This credit card has no pre-set spending limit. This does not mean that all transactions will be approved. We will consider transactions for approval on an individual basis, including transactions in excess of the revolving line. Your revolving line, which may also be referred to as a credit limit, is disclosed to you when you receive your card and, generally, on each monthly statement. We may change your revolving line from time to time. The amount shown on your monthly statement as Credit Available does not take into account any Purchases, Balance Transfers, Cash Advances, interest charges, fees, or any other transactions, or credits which post to your account after the Closing Date of that monthly statement.

## **WHAT WE MAY DO IF YOU EXCEED YOUR REVOLVING LINE**

The no pre-set spending limit feature does not mean that all transactions will be approved. All transactions will be considered on an individual basis, including those exceeding your revolving line.

If you attempt a transaction which results in your total outstanding balance (plus authorizations) exceeding your revolving line, we may: (1) permit the transaction with or without raising your revolving line; (2) refuse to permit the transaction.

If we refuse to permit the transaction, we may advise the person who attempted the transaction that it has been refused. If we refuse to permit a Check Cash Advance or Balance Transfer, we may do so by advising the person presenting the Check Cash Advance or Balance Transfer that credit has been refused, that there are insufficient funds to pay the Check Cash Advance or Balance Transfer, or in any other manner.

If we have previously permitted transactions in excess of your revolving line, it does not mean that we will permit another transaction in excess of your revolving line.

## **WE MAY AMEND THIS AGREEMENT**

We may amend this Agreement at any time. We may amend it by adding, deleting, or changing provisions of this Agreement. We may increase or decrease any or all of your APRs, including any Promotional APRs. When we amend this Agreement we will comply with the applicable notice requirements of federal and Delaware law that are in effect at that time.

The reasons we may change the terms of this Agreement include the following: your risk profile based on your payment patterns, transaction patterns, balance patterns, and utilization levels of this and other accounts, credit bureau information including the age, history and type of other accounts, and relationships between each and all of these measures of risk. We may also change terms for reasons not related to your individual credit history, such as overall economic and market trends, product design, and business needs. APR increases will not impact existing balances unless you are more than 60 days late with a payment.

If an amendment gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may terminate your right to receive credit and may ask you to return all credit devices as a condition of your rejection. We may replace your card with another card at any time.

## **WE MAY SUSPEND OR CLOSE YOUR ACCOUNT**

We may suspend or close your account or otherwise terminate your right to use your account. We may do this at any time and for any reason. We may elect to not honor any access check which is written after the expiration date printed on that check. Your obligations under this Agreement continue even after we have done this. You must destroy all cards, access checks or other credit devices on the account when we request.

## **YOU MAY CLOSE YOUR ACCOUNT**

You may close your account by notifying us in writing or by telephone, and destroying all cards, access checks or other credit devices on the account. Your obligations under this Agreement continue even after you have done this.

#### **TRANSACTIONS AFTER YOUR ACCOUNT IS CLOSED**

When your account is closed, you must contact anyone authorized to charge transactions to your account, such as internet service providers, health clubs or insurance companies. These transactions may continue to be charged to your account until you change the billing. Also, if we believe you have authorized a transaction or are attempting to use your account after you have requested to close the account, we may allow the transaction to be charged to your account.

#### **REFUSAL TO HONOR YOUR ACCOUNT**

We are not liable for any refusal to honor your account. This can include a refusal to honor your card or account number or any check written on your account. We are not liable for any retention of your card by us, any other financial institution, or any provider of goods or services.

#### **HOW YOU MAY STOP PAYMENT ON AN ACCESS CHECK**

You may request a stop payment on an Access check by providing us with the Access check number, dollar amount, and payee exactly as they appear on the Access check. Oral and written stop payment requests on an Access check are effective for six months from the day that we place the stop payment.

#### **YOU MAY NOT POSTDATE AN ACCESS CHECK**

You may not issue a postdated Access check on your account. If you do postdate an Access check, we may elect to honor it upon presentment or return it unpaid to the person that presented it to us for payment, without in either case waiting for the date shown on the Access check. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to take.

#### **TRANSACTIONS MADE IN FOREIGN CURRENCIES**

Unless a specific rate is required by applicable law, the rates to make conversion from transactions in foreign currencies to US Dollars shall be based on wholesale interbank rates selected by American Express on the business day prior to the day on which the transactions are processed by American Express, which rates may differ from the rates in effect on the transaction date. Charges converted by third parties will be charged at their rates. The converted amount will be increased by a conversion commission of 1% which will be for the account of American Express.

#### **BENEFITS**

We may offer you certain benefits and services with your account. Any benefits or services are not a part of this Agreement, but are subject to the terms and restrictions outlined in the benefits brochure and other official documents provided to you from time to time by or on behalf of FIA Card Services. While any benefits or services described in the previous sentence are not a part of this Agreement, any claim or dispute related to any such benefit or service shall be subject to the *Arbitration and Litigation* section of this Agreement. We may adjust, add, or delete benefits and services at any time and without notice to you.

#### **WE MAY SELL YOUR ACCOUNT**

We may at any time, and without notice to you, sell, assign or transfer your account, any sums due on your account, this Agreement, or our rights or obligations under your account or this Agreement to any person or entity. The person or entity to whom we make any such sale, assignment or transfer shall be entitled to all of our rights and/or obligations under this Agreement, to the extent sold, assigned or transferred.

#### **YOU MUST NOTIFY US WHEN YOU CHANGE YOUR ADDRESS**

We strive to keep accurate records for your benefit and ours. The post office and others may notify us of a change to your address. When you change your address, you must notify us promptly of your new address.

#### **WHAT LAW APPLIES**

This Agreement is made in Delaware and we extend credit to you from Delaware. This Agreement is governed by the laws of the State of Delaware (without regard to its conflict of laws principles) and by any applicable federal laws.

#### **THE PROVISIONS OF THIS AGREEMENT ARE SEVERABLE**

If any provision of this Agreement is found to be invalid, the remaining provisions will continue to be effective.

#### **OUR RIGHTS CONTINUE**

Our failure or delay in exercising any of our rights under this Agreement does not mean that we are unable to exercise those rights later.

#### **UNAUTHORIZED USE OF YOUR CARD**

You must notify us immediately of the loss, theft, or possible unauthorized use of your Account at 1-866-282-4205.

## **ARBITRATION AND LITIGATION**

This Arbitration and Litigation provision applies to you unless you were given the opportunity to reject the Arbitration and Litigation provisions and you did so reject them in the manner and timeframe required. If you did reject effectively such a provision, you agreed that any litigation brought by you against us regarding this account or this Agreement shall be brought in a court located in the State of Delaware.

Any claim or dispute (“Claim”) by either you or us against the other, or against the employees, agents or assigns of the other, arising from or relating in any way to this Agreement or any prior Agreement or your account (whether under a statute, in contract, tort, or otherwise and whether for money damages, penalties or declaratory or equitable relief), shall, upon election by either you or us, be resolved by binding arbitration. The arbitrator shall resolve any Claims, including the applicability of this Arbitration and Litigation Section or the validity of the entire Agreement or any prior Agreement, except for any Claim challenging the validity of the Class Action Waiver, which shall be decided by a court.

In addition, we will not choose to arbitrate an individual Claim that you bring against us in small claims court or an equivalent court, if any. But if that Claim is transferred, removed or appealed to a different court, we then have the right to choose arbitration.

Arbitration shall take place before a single arbitrator and on an individual basis without resort to any form of class action. Arbitration may be selected at any time unless a judgment has been rendered or the other party would suffer substantial prejudice by the delay in demanding arbitration.

The arbitration shall be conducted by the National Arbitration Forum (“NAF”), under the Code of Procedure in effect at the time the Claim is filed. Rules and forms of the National Arbitration Forum may be obtained and Claims may be filed at any National Arbitration Forum office, [www.arb-forum.com](http://www.arb-forum.com), or P.O. Box 50191, Minneapolis, Minnesota 55405, telephone 1-800-474-2371. If the NAF is unable or unwilling to act as arbitrator, we may substitute another nationally recognized, independent arbitration organization that uses a similar code of procedure. At your written request, we will advance any arbitration filing fee, administrative and hearing fees which you are required to pay to pursue a Claim in arbitration. The arbitrator will decide who will be ultimately responsible for paying those fees. If you file a claim against us, in no event will you be required to reimburse us for any arbitration filing, administrative or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in a state court with jurisdiction.

Any arbitration hearing at which you appear will take place within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (“FAA”). Judgment upon any arbitration award may be entered in any court having jurisdiction. The arbitrator shall follow existing substantive law to the extent consistent with the FAA and applicable statutes of limitations and shall honor any claims or privilege recognized by law. If any party requests, the arbitrator shall write an opinion containing the reasons for the award.

No Claim submitted to arbitration is heard by a jury or may be brought as a class action or as a private attorney general. You do not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim submitted to arbitration (Class Action Waiver). The parties to this Agreement acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is nonseverable from this agreement to arbitrate Claims. If the Class Action Waiver is limited, voided or found unenforceable, then the parties’ agreement to arbitrate (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. **The Parties acknowledge and agree that under no circumstances will a class action be arbitrated.**

This Arbitration and Litigation Section applies to all Claims now in existence or that may arise in the future. This Arbitration and Litigation Section shall survive the termination of your account with us as well as any voluntary payment of the debt in full by you, any bankruptcy by you or sale of the debt by us.

For the purposes of this Arbitration and Litigation Section, “we” and “us” means FIA Card Services, N.A., its parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, and any purchaser of your account, and all of their officers, directors, employees, agents and assigns or any and all of them. Additionally, “we” or “us” shall mean any third party providing benefits, services, or products in connection with the account (including but not limited to credit bureaus, merchants that accept any credit device issued under the account, rewards or enrollment services, credit insurance companies, debt collectors and all of their officers, directors, employees and agents) if, and only if, such a third party is named by you as a co-defendant in any Claim you assert against us.

**YOU UNDERSTAND AND AGREE THAT IF EITHER YOU OR WE ELECT TO ARBITRATE A CLAIM, THIS ARBITRATION SECTION PRECLUDES YOU AND US FROM HAVING A RIGHT OR OPPORTUNITY TO LITIGATE CLAIMS THROUGH COURT, OR TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS. EXCEPT AS OTHERWISE PROVIDED ABOVE, ALL CLAIMS MUST BE RESOLVED THROUGH ARBITRATION IF YOU OR WE ELECT TO ARBITRATE.**

## **YOUR BILLING RIGHTS**

### **Keep this Document for Future Use**

**This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.**

### **What To Do If You Find A Mistake On Your Statement**

If you think there is an error on your statement, write to us at:

FIA Card Services, N.A.

P.O. Box 15026

Wilmington, DE 19850

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 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:**

- 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.
- Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of 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 do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

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

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

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

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

FIA Card Services, N.A.  
P.O. Box 15026  
Wilmington, DE 19850

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.

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