

# FIRST-CITIZENS BANK & TRUST COMPANY

## CONSUMER CREDIT CARD CARDHOLDER AGREEMENT & DISCLOSURE

This Consumer Credit Card Cardholder Agreement & Disclosure ("Agreement") covers the use of your Account with us. It includes the Pricing Information Disclosure on the enclosed letter or the document that accompanies your Card, as well as any subsequent disclosures which we provide to you from time to time, all of which are incorporated here by reference. Please read this Agreement carefully and keep it for your records. It supersedes all prior agreements and disclosure statements relating to your Account. You do not have to sign this Agreement. You agree to the terms of this Agreement when you accept, sign or use your Card or your Account.

**1. Definitions:** In this Agreement the following definitions for the underlined words apply:

- Account means your credit card account established under this Agreement.
- APR means **Annual Percentage Rate**. Your Interest Charge is based on the APR.
- ATM means automated teller machine.
- Authorized User means an individual to whom you have asked us to issue a Card on your Account.
- Bank, we, us and our refer to First-Citizens Bank & Trust Company.
- Billing Cycle means a period of time that is approximately 30 days in length. Each Billing Cycle ends on the Statement Closing Date provided on your Billing Statement.
- Billing Statement (or Statement) means a document we provide to you showing Account information including, among other things, your Credit Limit and Available Credit, Account Activity during a Billing Cycle, New Balance, Minimum Payment Due and Payment Due Date.
- Card means either one or more Visa® credit cards or any other access device such as a debit or ATM card, used to access your Account.
- Check means any one or more convenience checks we may send you to access your Account.
- Daily Periodic Rate means the APR divided by the number of days in the year (365 days, or 366 days in the case of a leap year).
- Finance Charge is the cost of credit as a dollar amount. It includes the Interest Charge plus disclosed Transaction Fees.
- Interest Charge is the periodic rate charge based on the applicable APR. It is a component of the Finance Charge and is defined in more detail in Section 6. Your Total Interest is a summary of the Interest Charges for each balance and associated APR.
- Merchant means a business displaying the Visa sign and accepting your Card for the purchase of goods and services.
- Minimum Payment Due and Payment Due Date mean the amount you must pay, and the date by which you must pay it, to avoid a Late Payment Fee. See Section 11 for details.
- New Balance (or "Balance") means your outstanding balance for the current month as of the Statement Closing Date.
- Penalty Pricing means an increase in your APR due to one or more delinquencies in payment.
- Pricing Information Disclosure means a summary of your Account's APRs, fees and other important information.
- Transaction Fees are components of your Finance Charge and include Foreign Currency Conversion Fees, Balance Transfer Fees and Cash Advance Fees.
- You, your and yours means each applicant or co-applicant for the Account, any person responsible for paying the Account, and anyone authorized to use, access or service the Account, including any Authorized User.

**2. Security Agreement (Applicable only to Secured Credit Card):** To have a Secured Credit Card Account ("Secured Card Account"), we require you to also have a savings account with us ("Secured Savings Account"). As collateral security for your obligations under the Secured Card Account, you hereby grant and pledge to the Bank, a lien on and security interest in all your right, title, and interest in your Secured Savings Account ("Security Interest"). As a condition of opening the Secured Card Account, you must maintain a minimum of \$500 in the Secured Savings Account in your name with the Bank. You also grant the Bank an interest in all renewals, additions, proceeds, modifications, substitutions, and replacements of the Secured Savings Account. You may not withdraw any funds from the Secured Savings Account. You acknowledge and agree that the Security Interest in the Secured Savings Account is to secure payment of all your existing and future obligations to us under your Agreement. You represent that there are no current lawsuits or bankruptcy proceedings that might affect our Security Interest in the Secured Savings Account. No portion of the Security Interest may be used to secure other loans. Any attempt to give a Security Interest or transfer any other interest in the Secured Savings Account will be ineffective and void.

You may not close the Secured Savings Account until all amounts owed under this Agreement have been fully paid and you no longer have any right to use your Secured Card Account. If you are in default under this Agreement, or your Secured Card Account is closed for any reason, we may, immediately and without giving you notice, withdraw all or any portion of the funds in the Secured Savings Account and apply it to reduce any amounts owed under this Agreement. You will continue to be responsible for making payments as required under this Agreement and for repaying all amounts owed. If the Bank chooses not to, or otherwise fails to apply your funds in the Secured Savings Account toward amounts owed on the Secured Card Account or otherwise owed under this Agreement, you agree that: (a) the Bank does not waive any right it has to do so at any later time, and to the extent not prohibited by law, the Bank may apply such funds at any time, in its sole discretion; and (b) you are not excused from performance or payment owed with respect to the Secured Card Account or under the Agreement.

Once the Secured Card Account is opened, you will not be able to lower the credit limit. We may increase or decrease your credit limit and no such action shall change the fact that the Secured Savings Account and the related Security Interest is held by us as security for your Obligations under the Agreement. You may choose to close your Secured Card Account at any time. The funds in the Secured Savings Account may not be available for up to 60 business days following the payoff and closure of the Secured Card Account. You are responsible for any amounts due that exceed the funds remaining in the Secured Savings Account. Following closure of the Secured Savings Account, any funds remaining in the Secured Savings Account will be returned to you.

You acknowledge that the terms and conditions herein are in addition to the terms and conditions set forth in the Disclosure of Products and Fees - Checking and Savings and Deposit Account Agreement for your Secured Savings Account. If any provisions in this Agreement related to the Security Interest shall conflict with any terms or provisions of any other agreement with the Bank, the provisions of this Agreement, as it relates to Security Interest, shall govern over any provisions in other agreements.

**3. Credit Limit:** We will provide you notice of your credit limit when we send you your Card, and it will also be listed on each Billing Statement we send you. At our discretion, we may change your limit at any time as permitted by law and after providing you with appropriate notice as required. We do not automatically increase your credit limit if you make a payment that results in your Account having a credit balance. You may request a change to your credit limit by contacting the Bank at the toll free number listed on the back of your Card and on your Statement. We do not have to pay any Check or honor any cash advance or purchase with your Card that puts your Account balance over your credit limit. You agree not to exceed your credit limit, but if you do, and we pay or accept any Checks, advances or purchases that put your unpaid Account balance over your credit limit, you promise to pay these amounts without our notice or demand.

- 4. Additional Cards and Checks:** You may request additional Cards on your Account for yourself or for one or more Authorized Users by contacting the Bank at the toll free number listed on the back of your Card and on your Statement. You are responsible for your Authorized User's use of the Card. If you want to remove an Authorized User from the Account you must contact us at the number provided on your Statement and destroy all Cards in his or her possession. Authorized Users may remove themselves from the Account upon request. From time to time, we may provide you with Checks to access your Account that you can use like any other personal checks except they cannot be used to make payments to us under this Account or, without our written consent, to pay any other amount you owe us. Purchases made via Checks are treated as cash advances for the purpose of calculating Interest Charges, unless we inform you otherwise.
- 5. Card Use:** You or an Authorized User on your Account must sign your Card in order to use it. You may use your Card to buy goods and services from Merchants or, except for the Secured Credit Card, to borrow cash from us (Cash Advance) at one of our branches or at other banks where the Card is honored up to the credit limit we establish for you. You must follow any and all reasonable and proper procedures required by us or the other bank or Merchant honoring the Card.
- 6. Transaction Limitations/Suspensions:** There is no minimum dollar amount for Card purchases; however, there is a \$50 minimum on cash advances and \$100 minimum on balance transfers. At our discretion, we may limit the number of transactions that may be approved in any one day. We reserve the right to deny certain transactions for any reason, including, default, suspected fraudulent or unlawful activity, or any increased risk related to the transaction. We are not responsible if a transaction on your Account is not approved, either by us or by a third party, even if you have sufficient credit available. We may, in our discretion, approve transactions that cause your balance to exceed your credit limit without waiving any of our rights under this Agreement.
- 7. Finance Charges:** The total Finance Charge imposed on your Account each Billing Cycle is the sum of the Interest Charges plus all Transaction Fees imposed during that Billing Cycle.
- a. Interest Charges
- Interest Charges on Purchases and Balance Transfers: We will impose no Interest Charge to your Account for your purchases and balance transfers if we credit you for payment of the entire New Balance shown on your Statement by the Payment Due Date. If your payment is not credited to your Account by the Payment Due Date (see Section 11), or you do not pay your New Balance in full, we will impose an Interest Charge on the average daily balance outstanding on your Account for the number of days in your Billing Cycle.
  - Interest Charges on Cash Advances: We will impose an Interest Charge for your cash advances (whether they are obtained by Check or Card) from the date the cash advance posts.
  - Calculation of Average Daily Balance(s): We use the average daily balance method (including current transactions) for calculating your average daily balance(s). We will determine an average daily balance for each of your (1) purchase balances (including balance transfers) and (2) cash advance balances. To get the daily balance for your purchase (including balance transfers) and cash advance amounts, we take the beginning balance of your Account each day, add any new purchase, cash advance and balance transfer amounts, as applicable, add any new charges and fees, subtract any applicable portions of payments and credits, and add applicable unpaid Interest Charges from the application of the daily periodic rate to each day's ending balance.
  - Calculation of Your Interest Charge: Your Interest Charge for the period is based on the applicable APR associated with each balance. We disclose the currently effective APR in our Pricing Information Disclosure. Portions of your Balance, however, may be subject to prior APRs. We calculate Interest Charges separately for your purchase (including balance transfer) and cash advance balances under each applicable APR. We list each balance and the applicable interest rate in the Interest Charge Calculation section of your Statement. We compute each Interest Charge by:
    - (1) calculating the daily periodic rate,
    - (2) multiplying the average daily balance for each balance by the applicable daily periodic rate (which is based on the APR applied to that balance),
    - (3) multiplying each of the products in (2) by the number of days in the Billing Cycle, and
    - (4) adding together all the products obtained in (3) to obtain your Total Interest for the period.
  - Minimum Interest Charge: The minimum Interest Charge, if any, imposed on your Account will be at least \$1.00. The Pricing Information Disclosure discloses the actual minimum Interest Charge applicable to your Account
- b. Transaction Fees: You will pay additional Finance Charges, called "Transaction Fees," if incurred. A description of these fees is included below; however, the actual fee for these transactions is listed in our Pricing Information Disclosure. In the first Billing Cycle in which a Transaction Fee is posted, the Transaction Fee may cause the APR shown on your Statement for that Billing Cycle to exceed the nominal APR.
- Foreign Transaction (Foreign Currency Conversion) Fee: Visa International will convert any charges you incur in currency other than U.S. dollars into a U.S. dollar amount under the currency conversion procedures set forth in their respective Operating Regulations in effect at the time the transaction is processed. The non-U.S. dollar transaction amount is converted into a U.S. dollar amount by multiplying the transaction amount in the non-U.S. dollar currency by a currency conversion or exchange rate. The currency conversion rate is either (1) a government-mandated rate in effect for the applicable processing date; or, (2) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives. The currency conversion rate is determined as of the date the transaction is processed and may differ from the rate in effect on the date the transaction occurred or posted to your account. Visa charges us, as the processing bank, a percentage of the transaction amount. The fee we charge you for foreign currency conversions is contained in our Pricing Information Disclosure at the end of this Agreement.
  - Cash Advance Fee: We charge you a fee for cash advances you make. For purposes of the imposition of Cash Advance Fees, the term "cash advance" means a cash advance loan made to you or on your behalf through the use of a Card, but does not include purchases, the use of Checks, or balance transfers to your Account from credit card accounts you maintained at other financial institutions. See the Pricing Information Disclosure for the amount of the fee.
  - Balance Transfer Fee: We charge you a fee for balance transfers you make. For purposes of the imposition of Balance Transfer Fees, the term "balance transfer" means a transfer of outstanding balances from other credit cards to your Account. See the Pricing Information Disclosure for the amount of the fee.
- c. Compounding of Finance Charges and Unpaid Finance Charges: Finance Charges compound daily. We will consolidate unpaid Finance Charges and other unpaid charges into your Account balance daily. In this way, unpaid Finance Charges and other unpaid charges from the previous day will be subject to and included in the calculation of the new Finance Charge.
- 8. Rates:** Your APR and Daily Periodic Rate are based on the latest prime rate as published in the Money Rates table of *The Wall Street Journal* on the last business day of the month (the "Prime Rate"). Your APR and Daily Periodic Rate are subject to increase (or decrease) monthly if the Prime Rate increases or decreases. Your APR will be equal to the Prime Rate as published on the last business day of the preceding calendar month, plus an applicable margin for purchases, balance transfers and cash advances as shown on the Pricing Information Disclosure. The APR will never increase above the maximum rate allowed by applicable law. An increase in the Prime Rate, which causes the APR to increase, will result in an increase in the amount of the Finance Charge. This may cause an increase in the Minimum Payment Due or cause a smaller amount of your payment of the Minimum Payment Due to be applied to principal.

9. **Fees:** Annual Fees, if any, Transaction Fees (e.g., Balance Transfer Fees, Cash Advance Fees, Foreign Currency Conversion Fees), and Penalty Fees (e.g., any Late Payment Fee, Over-the-Credit-Limit Fee, or Returned Payment Fee) are disclosed in our Pricing Information Disclosure. You also agree to pay the following one-time fees if incurred:
- Expedited Card Fee (for requests of expedited delivery of Cards): \$35
  - Document Fee (for duplicate copies of Statements and copies of charge slips or other documents not requested in connection with a billing error): \$10 per Statement or item
  - Expedited Delivery of Payment Fees (for rush payments):
    - The fee to make payments through Western Union® Speedpay® Bill Payment Service (or similar service provider), will be disclosed to you at the time you initiate payment through a Bank Customer Contact Representative.
    - The fee to make payment transfers from one of your Bank checking or saving accounts with the assistance of a Bank Customer Contact Center representative: \$3.50
10. **Changes to Rates, Fees and Terms:** We may add, delete or change any term of this Agreement at any time unless the law prohibits us from doing so. We can increase your Interest Charge for new transactions and your Fees one year after your Account has been opened. We will send advance notice of any changes to you at the address you have given us as required by law.
- If we increase your fees, we will inform you of your options in advance, including any right you may have to opt out of some of these changes. If you do opt out, we will close your line of credit to new purchases and cash advances, and we will not permit you to transfer balances to your Account from another credit card account. However, if you have failed to make the required Minimum Payment Due within 60 days after the Payment Due Date for that payment, you agree that any new or changed fee(s) shall apply both to existing balances and new transactions.
  - Your variable APR can go up or down monthly as the index for the rate goes up or down. If we increase your Interest Charge for any other reason, we will notify you in writing; however, we will not apply any such increase to the existing balance in your Account.
  - If the Bank has temporarily reduced your APR in connection with a hardship arrangement, we will notify you in writing when the arrangement ends and the temporary APR reverts to your prior APR. The prior APR will then apply to your outstanding balance as well as to any new transactions.
  - If you are a service member on special APR, we will notify you in writing, in accordance with federal regulations, when your APR reverts to your prior APR. The prior APR will apply to your outstanding balance as well as to any new transactions.
11. **Billing Statement and Notification of Billing Error:** We will send you a periodic Billing Statement every month. It is your responsibility to review the Statement and notify us promptly of any charge or item you believe to be in error or subject to dispute. If you do not notify us of any disputed items within sixty (60) days after the date we send you the Statement on which the error first appears, the item(s) will be conclusively deemed as correct to the extent permitted by law. You will not receive any cancelled Checks with your Statements; however, you may obtain a photocopy of an electronic image of any Check we have in our records that you request. You may be required to pay a Document Fee for such copies. (See Section 8 for fee).
12. **Payments and Late Payment Fee:** You can pay off your Account balance in full each month or you can pay in monthly installments.
- Crediting Your Payment: Payments must be made to us in U.S. dollars. Unless the payment is made electronically, it must be in the form of a personal check, money order, or cashier's check and capable of being processed through the Federal Reserve System. Payments must be drawn on a U.S. financial institution. We do not accept cash payments through the mail. We will credit your payment to your Account on the date we "receive it" as follows:
    - If you make your payment *in person* at one of our branches on a Bank business day (any day except Saturday, Sunday or a bank holiday), we will credit your payment on that day if we receive your payment prior to branch closing and you provide your payment coupon with your payment. Otherwise, crediting of your payment will be delayed.
    - If you make your payment *by mail*, we must receive it at the specific address we publish on your Billing Statement. Your payment coupon must be included with the payment. Otherwise, our receipt and crediting of your payment will be delayed.
    - If you make your payment *at one of our ATMs* on a Bank business day, we will credit your payment on that day if you make the payment prior to the ATM cutoff time for that ATM and you include your payment coupon.
    - If you make your payment *via an electronic transfer* (ACH transfer, bill pay, transfer from another account, etc.), we will credit your payment on the day that it posts to your Account.
    - If our crediting of your payment is delayed because your payment is mailed to the wrong address, does not meet our branch or ATM cutoff time, or does not include your payment coupon (when applicable), we will generally credit your payment to your Account the next Bank business day, but no later than 5 days after we receive it.
    - We may delay posting all or a portion of your payment until it is honored by the paying bank.
  - Minimum Payment Due: Your Minimum Payment Due is listed on your Statement and equals the lesser of:
    - the amount of your New Balance, or
    - the greater of:
      - \$30, or
      - 3% of the amount you owe, or
      - the sum of Finance Charges accrued since the last Billing Cycle (including Interest Charges and Transaction Fees), plus any Penalty Fees, Annual Fees (if applicable), and one-time fees that have been posted to your Account, plus 1% of the amount you owe.Making only the Minimum Payment Due will increase the amount of interest you pay and the time it takes to repay your balance.
  - Late Payment Fee: If payment of the Minimum Payment Due amount on your Account is not credited to your Account by Payment Due Date, we will charge you a Late Payment Fee unless your Minimum Payment Due is less than \$30, in which case we will not assess a late Payment Fee. (See our Pricing Information Disclosure for a description of the fee).
  - Returned Payment Fee: We will charge you a Returned Payment Fee any time any payment you make to us is not paid by your financial institution for any reason even if that institution later pays it. (See our Pricing Information Disclosure for a description of the fee).
  - Prepaid Status: If you pay more than the Minimum Payment Due during any particular Billing Cycle, you still must pay the Minimum Payment Due in subsequent Billing Cycles unless we notify you that you are in "prepaid status." Your Account can achieve "prepaid status" if you pay at least twice the amount of the Minimum Payment Due but less than the New Balance, whichever is less. Your Account can be in prepaid status without a payment being required for a maximum of three consecutive months. If your Account is in prepaid status and you continue to make payments, the prepaid status will remain in effect until the prepaid amount is equal to or less than the Minimum Payment Due. Your Account cannot be in prepaid status if your Account is in an adverse condition (delinquent, over-the-credit-limit, etc.) or if the entire Balance is due. If you pay the New Balance in full or make a payment that is greater than the balance, your Account cannot be in a prepaid status and any existing prepaid status that may exist is cancelled.
  - Application of Payments: We apply your Minimum Payment Due amount to your lower APR balances before higher ones. We apply any portion of your payment in excess of your Minimum Payment Due to higher APR balances before lower ones.

- g. **Skip Payments:** We may allow you to skip a payment during certain Billing Cycles (a "payment holiday"). If you accept a payment holiday, we will continue to apply Interest Charges but will not impose a Late Payment Fee. All credit terms and provisions contained in this Agreement (including Minimum Payment Due and any applicable Late Payment Fee) will apply for the Billing Cycle following a payment holiday.
- 13. Credit Obtained by Checks:** To obtain credit by using Checks, you must use the Checks we provide to you that are imprinted with your name and Account number. You are liable and responsible for all Checks written against your Account if they are signed by anyone whom you authorized to do so. We are not liable or responsible for paying postdated Checks. We are also not liable or responsible if, due to our paying a postdated Check or other Check you have asked us not to pay, other Checks are dishonored or returned unpaid. We are not liable or responsible for dishonoring and returning a Check unpaid if (1) payment of the Check would cause you to exceed your available line of credit, (2) because you are then in default under, or in breach of the terms of this Agreement, or (3) because your privileges under this Agreement have been revoked. If, however, we pay any Check in our discretion that we could have properly dishonored or returned unpaid for any reason (including the above reasons), then you, nevertheless, agree to pay the amount of the Check. Payment of a Check shall not constitute our waiver of amounts due and unpaid at that time.
- 14. Ownership of Checks and Cards:** Cards are issued by, and are the property of, First-Citizens Bank & Trust Company. Cards and related Checks remain our property at all times and may be repossessed by us at any time. We may refuse to issue or reissue you a Card or Checks, revoke your Card or limit Card use, and/or revoke your privileges relating to the use of Checks, without your knowledge and without notice to you. If we revoke your Card or withdraw your privilege to use any Checks, and you become aware of such revocation/withdrawal, you must surrender to us or our agent the Card, the Checks, and any other cards or devices that may be used to access the Account. You must not use any expired, revoked or otherwise invalid Card or Checks to obtain, or attempt to obtain, credit. You must not use the Card, Checks and/or the Account for any illegal transactions.
- 15. Responsibility for Charges to Your Account:** We may charge your Account for any transaction authorized either by you or by any Authorized User. Valid authorization for a transaction may be given (1) in writing (e.g., by signing a sales slip or cash advance slip), (2) verbally (e.g., by telephone), or (3) electronically (e.g., over the Internet). If you or any Authorized User gives your Account number to any third party who uses that information to initiate a charge against your Account, we will consider the transaction authorized by you.
- 16. Refusal to Honor Card or Checks; Adjustments:** We are not responsible if a Merchant refuses to honor your Card or Checks. If your Account requires an adjustment for goods or services purchased (a return), we will make the adjustment only to your Account and only upon our receipt of a properly executed credit slip. You agree not to accept any cash refunds with respect to any adjustments for goods or services purchased.
- 17. Default:**
- a. Each of the following constitutes an event of default:
- Your failure to make any payment when due and payable.
  - Any payment is dishonored
  - Your failure to comply with any provision of this Agreement or any other agreement relating to other cards or devices that access your Account.
  - You made an untrue statement on your application.
  - Your death or insolvency, or your making an assignment for the benefit of creditors.
  - The filing of a petition or commencement of any other proceeding under any bankruptcy, insolvency or receivership law by or against you.
  - Issuance of any writ, order or notice of attachment, levy or garnishment against you or any of your property, assets or income.
  - The occurrence of an event that gives us reason to believe that your ability to pay us on time has been impaired, or that you may use your Card or Checks improperly.
- b. Our rights in the event of default: We may, at our option and after giving you all legally required notices and rights to cure, declare all amounts you owe us immediately due and payable with interest at the rate provided in this Agreement, refuse to authorize further transactions, close your Account, cancel all Cards, and revoke any privileges associated with such Cards. If this occurs, you agree to pay us, to the extent permitted by applicable law, all costs of collection, including, without limitation, reasonable attorneys' fees and expenses. Any such attorneys' fees will be added to the unpaid Balance on your Account and interest will be charged on this amount at the rate provided in this Agreement. We also have the right to cancel this Agreement and take immediate possession of all Cards and Checks. If we close or permanently suspend your Account, you must destroy all Cards..
- 18. Investigating Your Credit; Reporting Your Credit History:** You authorize us, at any time we feel appropriate, to obtain or conduct whatever credit investigation we feel is needed to evaluate your credit, personal or financial standing, and/or employment. Upon our request, you agree to provide us with your current financial information. You also authorize us to report information about your Account to consumer (credit) reporting agencies, and share your credit experience, including information on late payments, missed payments, or other defaults on your Account, with consumer reporting agencies, creditors and any others. This information may be reflected in your credit report.
- 19. Contacting You:** To the extent permitted by applicable law, you expressly authorize us, our affiliates, our agents, and any independent contractors we hire to contact you in person or by using an automated device or prerecorded messaging system or any other way at any telephone number or other electronic device or devices we or our affiliates or agents believe will or may connect us/with them with you including, but not limited to (1) cell phone numbers you have given to us or we may acquire by any other means, (2) text messaging, (3) email, or (4) facsimile.
- 20. Joint and Several Liability:** Each applicant who signs the Account application shall be jointly and severally liable for all loans, purchases, advances and balance transfers made on the Account whether by Card, Check or otherwise.
- 21. Lost/Stolen Cards or Checks:** When you discover that any Card or Check is lost, stolen or used in an unauthorized manner, you agree to notify us *immediately* upon such discovery:
- in writing: at Bankcard Center, P.O. Box 1580, Roanoke, VA 24007-1580; or
  - by telephone: at 1.800.543.9000.
- You agree to cooperate with us completely in our attempts to recover from unauthorized Card or Check users and to assist in the prosecution of such persons. You will not be liable for any unauthorized use that occurs if you notify us promptly, either orally or in writing, of the loss, theft or possible unauthorized use. In any case, your liability will not exceed \$50.00. Furthermore, your liability will not exceed \$0 if you report the Card lost or stolen for all transactions made over the Visa network.
- 22. Cancellation:** You may cancel this Agreement at any time by notifying us in writing and returning to us any and all Cards and/or Checks we have provided to you. We may also cancel this Agreement at any time without notice except when prohibited by law. In either case, you must continue to pay all amounts you owe on your Account in accordance with the terms contained in this Agreement.
- 23. Notices and Statements:** Any notice or Statements we mail to the address we have for you as shown in our records for this Account shall be considered to have been given and received by you.



**24. Governing Law:** This Agreement and your Account is governed by federal law and, to the extent permitted, by the laws of the State of North Carolina (even if you are not a resident of North Carolina) in all respects, whether in contract or in tort, including matters of construction, validity and performance and matters relating to terms, rates, fees and charges, but without giving effect to those principles of conflict of laws that might otherwise require the application of the laws of another jurisdiction. You agree that, to the extent allowed by law, we may change the designation of the state whose law governs this Agreement. You acknowledge that your Account was approved in the State of North Carolina.

**25. Billing Rights:**

**FEDERAL CONSUMER PROTECTION ACT DISCLOSURE  
YOUR BILLING RIGHTS**

*KEEP THIS NOTICE FOR FUTURE USE*

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act. "You" and "your" mean the cardholder; "we", "our" and "us" mean First-Citizens Bank & Trust Company.

**WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT**

If you think there is an error on your statement, write to us as soon as possible on a separate sheet of paper at the address shown on the first page of your Statement following the words "Send Inquiries and Correspondence to:" In your letter, give us the following information:

- Account information: Your name and account number
- Dollar amount: The dollar amount of the suspected error; and
- 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.

If you want us to stop payment on the amount you think is wrong, you must contact us:

- Within 60 days after the error appeared on your statement, and
- At least three (3) business days before an automated payment is scheduled.

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 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:

1. *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.
2. *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 ten (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 \$50.00. (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 the address shown on the first page of your Statement following the words "Send Inquiries and Correspondence to:". 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.

**26. Department of Defense Consumer Credit Disclosure:** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The cost associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; and application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). Please call (844) 757-3559 to have this Disclosure provided to you orally.

## Pricing Information Disclosure

Interest Rates and Interest Charges			
	Smart Option Visa®	Rewards Visa® Cash Rewards Visa®	Travel Rewards Visa®
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>11.49% to 20.49%</b> , based on your creditworthiness APR will vary with the market based on the Prime Rate.	<b>14.49% to 23.49%</b> , based on your creditworthiness APR will vary with the market based on the Prime Rate.	<b>14.49% to 23.49%</b> , based on your creditworthiness APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	<b>0%</b> introductory APR for the first 12 billing cycles following account opening on any balance transferred within the first 90 days following account opening.  After that, your APR will be <b>11.49% to 20.49%</b> , based on your creditworthiness.  This APR will vary with the market based on the Prime Rate.	<b>0%</b> introductory APR for the first 12 billing cycles following account opening on any balance transferred within the first 90 days following account opening.  After that, your APR will be <b>14.49% to 23.49%</b> , based on your creditworthiness.  This APR will vary with the market based on the Prime Rate.	<b>0%</b> introductory APR for the first 12 billing cycles following account opening on any balance transferred within the first 90 days following account opening.  After that, your APR will be <b>14.49% to 23.49%</b> , based on your creditworthiness.  This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>23.49% to 26.49%</b> , based on your creditworthiness. This APR will vary with the market based on the Prime Rate.		
<b>Paying Interest</b>	Your due date will be at least 21 days after your billing statement is mailed or delivered to you. <ul style="list-style-type: none"> <li>We will not charge you any interest on purchases and balance transfers if you pay your entire balance by the due date each month.</li> <li>We will begin charging interest on cash advances on the transaction date.</li> </ul>		
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$1.00.		
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>.</b>		

Fees			
<b>Annual Fee</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b> Intro fee for the first year. After that, <b>\$95</b> .
<b>Transaction Fees</b> <ul style="list-style-type: none"> <li>Balance Transfer</li> <li>Cash Advance</li> <li>Foreign Transaction</li> </ul>	<ul style="list-style-type: none"> <li>Either <b>\$5</b> or <b>3%</b> of the amount of each transfer, whichever is greater.</li> <li>Either <b>\$10</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.</li> <li><b>3%</b> of each transaction in U.S. dollars.</li> </ul>	<ul style="list-style-type: none"> <li>Either <b>\$5</b> or <b>3%</b> of the amount of each transfer, whichever is greater.</li> <li>Either <b>\$10</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.</li> <li><b>3%</b> of each transaction in U.S. dollars.</li> </ul>	<ul style="list-style-type: none"> <li>Either <b>\$5</b> or <b>3%</b> of the amount of each transfer, whichever is greater.</li> <li>Either <b>\$10</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.</li> <li><b>0%</b> of each transaction in U.S. dollars.</li> </ul>
<b>Penalty Fees</b> <ul style="list-style-type: none"> <li>Late Payment</li> <li>Over-the-Credit Limit</li> <li>Return Payment</li> </ul>	<ul style="list-style-type: none"> <li><b>Up to \$39*</b></li> <li><b>\$0</b> for over-the-credit limit.</li> <li><b>\$25</b> for returned payments</li> </ul>		

**How We Will Calculate Your Balance:** We use a method called “average daily balance method (including current transactions).” See the Consumer Credit Card Cardholder Agreement & Disclosure for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in the Consumer Credit Card Cardholder Agreement & Disclosure.

**Payments are Allocated to Posted Balances:** 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.

**How We Will Calculate Your Variable APRs:**

- Unless an introductory APR is in effect, we add a margin to the Prime Rate.
  - For the Smart Option Visa®, we add a margin of between 6.74% and 15.74% to the Prime Rate to determine the APR for Purchases and Balance Transfers and a margin of between 18.74% and 21.74% for Cash Advances.
  - For any Rewards Visa®, we add a margin of between 9.74% and 18.74% to the Prime Rate to determine the APR for Purchases and Balance Transfers and a margin of between 18.74% and 21.74% for Cash Advances.
- Prime Rate: As published in *The Wall Street Journal* on the last business day of the preceding month; current rate is 4.75% as of June 30, 2022. See the Consumer Credit Card Cardholder Agreement & Disclosure for more details.

**More Information about Penalty Fees:**

\*If your Total Minimum Payment Due is not credited to your Account by your Payment Due Date, a Late Payment Fee of up to \$28.00 will be assessed. Any additional late payments during the next six billing cycles will result in a late fee of up to \$39.00. You will not be assessed a late fee if your Total Minimum Payment Due is less than \$30.00. No late fee will be more than your Total Minimum Payment Due.

**Loss of Introductory APR:** If an introductory APR is applicable to Balance Transfers, we may end your introductory APR and apply the post-introductory Balance Transfer APR if all or part of your required minimum monthly payment is more than 60 days late.

You should contact us to find out what may have changed by calling toll-free at 1.888.202.4978.

**CONDITIONS**

By submitting this application, you: (1) acknowledge that you have reviewed the credit card Terms and Conditions; and (2) agree to submit your application for this credit card subject to those Terms and Conditions.

You acknowledge that all the information contained in this application is true, correct and complete.

You authorize First Citizens Bank to obtain information necessary to evaluate your credit and employment history and to report the credit experience of each applicant or authorized user to consumer reporting agencies and others.

You agree to be bound by the Terms and Conditions of the Consumer Credit Card Agreement & Disclosure, which will be sent to you if your application is approved. The Agreement includes your rights and responsibilities under the Fair Credit Reporting Act.

You authorize us to share with others, to the extent permitted by law, such information and our credit experience with you.

You understand that the terms of your account may be changed at any time, subject to applicable law.

You understand that you will be liable for payment of all amounts owed on the account.

You understand First Citizens Bank will retain this application whether or not it is approved.

Your credit limit will be disclosed with delivery of your card(s) and will also be listed on your account Billing Statements. First Citizens may change your limit in its sole discretion at any time as permitted by law and after providing you with required notice. You may request a change to your credit limit by contacting First Citizens at the toll free number listed on the back of your Card and on your Statement. You agree not to exceed your credit limit, but if you do, you promise to pay any amount over your limit without notice or demand.

## Pricing Information Disclosure

Interest Rates and Interest Charges	
	<b>Secured Credit Card</b>
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>23.49%,</b> This APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	<b>23.49%,</b> This APR will vary with the market based on the Prime Rate.
<b>Paying Interest</b>	<ul style="list-style-type: none"> <li>Your due date will be at least 21 days after your billing statement is mailed or delivered to you.</li> <li>We will not charge you any interest on purchases if you pay your entire balance by the due date each month.</li> </ul>
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$1.00.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>.</b>

Fees	Details
<b>Annual Fee</b>	<b>\$29</b>
<b>Transaction Fees</b> <ul style="list-style-type: none"> <li>Balance Transfer</li> <li>Foreign Transaction</li> </ul>	<ul style="list-style-type: none"> <li>Either <b>\$5</b> or <b>3%</b> of the amount of each transfer, whichever is greater.</li> <li><b>3%</b> of each transaction in U.S. dollars.</li> </ul>
<b>Penalty Fees</b> <ul style="list-style-type: none"> <li>Late Payment</li> <li>Over-the-Credit Limit</li> <li>Return Payment</li> </ul>	<ul style="list-style-type: none"> <li>Up to <b>\$39**</b></li> <li><b>\$0</b> for over-the-credit limit.</li> <li><b>\$25</b> for return payments.</li> </ul>

**How We Will Calculate Your Balance:** We use a method called "average daily balance method (including current transactions)." See the Consumer Credit Card Cardholder Agreement & Disclosure for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in the Consumer Credit Card Cardholder Agreement & Disclosure.

### How We Will Calculate Your Variable APRs:

- Unless an introductory APR is in effect, we add a margin of 18.74% to the Prime Rate to determine the APR for Purchases and Balance Transfers.
- Prime Rate: As published in *The Wall Street Journal* on the last business day of the preceding month; current rate is 4.75% as of June 30, 2022. See the Consumer Credit Card Cardholder Agreement & Disclosure for more details.

\* The \$29 initial Annual Fee will be charged to your Secured Credit Card Account during the first billing cycle and every 12 months thereafter.

\*\* If your Total Minimum Payment Due is not credited to your Account by your Payment Due Date, a Late Payment Fee of up to \$28.00 will be assessed. Any additional late payments during the next six billing cycles will result in a late fee of up to \$39.00. You will not be assessed a late fee if your Total Minimum Payment Due is less than \$30.00. No late fee will be more than your Total Minimum Payment Due.

**A First Citizens Secured Savings Account is required to obtain the Secured Credit Card Account. At least 100% of the credit line amount must remain on deposit in the Secured Savings Account. The deposit requirement ranges from a minimum of \$500 to a maximum of \$5,000 based upon the credit line amount.**



If this Secured Credit Card is approved, you must open a new Secured Savings Account to secure your obligations under the Secured Credit Card. First Citizens Bank will place an immediate hold on the funds in the Secured Savings Account, which will restrict withdrawals from the Secured Savings Account. Once the Secured Savings Account hold takes effect, the funds in the Secured Savings Account will not be available for withdrawal. If the application for the Credit Card Account is not approved, Bank will notify the applicant(s) of this decision.

Periodically, the Bank will review Secured Credit Card Accounts to determine whether they qualify for a collateral release and conversion to an unsecured credit card. Not all accounts will qualify for a collateral release and conversion to an unsecured credit card. Eligibility to release the hold on the Secured Savings Account will vary. The Bank will consider many factors including but not limited to how the Secured Credit Card Account, any other credit accounts, and other First Citizens accounts are managed. If collateral is released, the Bank will release the hold on your Secured Savings Account. The Secured Savings Account will be converted automatically to a Regular Savings account without prior notice to you and will be subject to the fees and charges applicable to a Regular Savings Account.

If you choose to close your Secured Credit Card Account, the funds in your Secured Savings Account may be used to pay any remaining balance on the Secured Credit Card Account. This process may take up to 60 business days. During this period of time, you will still be responsible for any Minimum Payment Due. If any funds remain in the Secured Savings Account after this time, the Secured Savings Account will be converted automatically to a Regular Savings Account without prior notice to you and will be subject to the fees and charges applicable to a Regular Savings Account.

### **CONDITIONS**

By submitting this application, you: (1) acknowledge that you have reviewed the credit card Terms and Conditions; and (2) agree to submit your application for this credit card subject to those Terms and Conditions.

You acknowledge that all the information contained in this application is true, correct and complete.

You authorize First Citizens Bank to obtain information necessary to evaluate your credit and employment history and to report the credit experience of each applicant or authorized user to consumer reporting agencies and others.

You agree to be bound by the Terms and Conditions of the Consumer Credit Card Agreement & Disclosure, which will be sent to you if your application is approved. The Agreement includes your rights and responsibilities under the Fair Credit Reporting Act.

You authorize us to share with others, to the extent permitted by law, such information and our credit experience with you.

You understand that the terms of your account may be changed at any time, subject to applicable law.

You understand that you will be liable for payment of all amounts owed on the account.

You understand First Citizens Bank will retain this application whether or not it is approved.

Your credit limit will be disclosed with delivery of your card(s) and will also be listed on your account Billing Statements. First Citizens may change your limit in its sole discretion at any time as permitted by law and after providing you with required notice. You may request a change to your credit limit by contacting First Citizens at the toll free number listed on the back of your Card and on your Statement. You agree not to exceed your credit limit, but if you do, you promise to pay any amount over your limit without notice or demand.

### **SECURITY AGREEMENT (Applicable only to Secured Credit Card)**

To have a Secured Credit Card Account ("Account"), we require you to also have a savings account with us ("Secured Savings Account"). As collateral security for your obligations under the Secured Savings Account, you hereby grant and pledge to the Bank a lien on and security interest in all your right, title, and interest in your Secured Savings Account ("Security Interest"). As a condition of opening the Secured Card Account, you must maintain a minimum of \$500 in the Secured Savings Account in your name with the Bank. You also grant the Bank an interest in all renewals, additions, proceeds, modifications, substitutions, and replacements of the Secured Savings Account. You may not withdraw any funds from the Secured Savings Account. You acknowledge and agree that the Security Interest in the Secured Savings Account is to secure payment of all your existing and future obligations to us under your Agreement. You represent that there are no current lawsuits or bankruptcy proceedings that might affect our Security Interest in the Secured Savings Account. No portion of the Security Interest may be used to secure other loans. Any attempt to give a Security Interest or transfer any other interest in the Secured Savings Account will be ineffective and void.

You may not close the Secured Savings Account until all amounts owed under this Agreement have been fully paid and you no longer have any right to use your Secured Card Account. If you are in default under this Agreement, or your Secured Card Account is closed for any reason, we may, immediately and without giving you notice, withdraw all or any portion of the funds in the Secured Savings Account and apply it to reduce any amounts owed under this Agreement. You will continue to be responsible for making payments as required under this Agreement and for repaying all amounts owed. If the Bank chooses not to, or otherwise fails to apply your funds in the Secured Savings Account toward amounts owed on the Secured Card Account or otherwise owed under the Agreement, you agree that: (a) the Bank does not waive any right it has to do so at any later time, and to the extent not prohibited by law, the Bank may apply such funds at any time, in its sole discretion; and (b) you are not excused from performance or payment owed with respect to the Secured Card Account or under the Agreement.

Once the Secured Card Account is opened, you will not be able to lower the credit limit. We may increase or decrease your credit limit, and no such action shall change the fact that the related Security Interest is held by us as security for all amounts owed under the Agreement. You may choose to close your Secured Card Account at any time. The funds in the Secured Savings Account may not be available for up to 60 business days following the payoff and closure of the Secured Card Account. You are responsible for any amounts due that exceed the funds in the Secured Savings Account. Following closure of the Secured Savings Account, any funds remaining in the Secured Savings Account will be returned to you.

You acknowledge that the credit card Terms and Conditions are in addition to the terms and conditions set forth by the Disclosure of Products and Fees – Checking and Savings and Deposit Account Agreement for your Secured Savings Account. If any provisions in this Security Agreement related to the Security Interest shall conflict with any terms or provisions of any other agreement with the Bank, the provisions of this Security Agreement, as it relates to Security Interest, shall govern over any provisions in other agreements.

You should contact us to find out what may have changed by calling toll-free at 1.888.202.4978.