

OpenSky® Visa® Gold Credit Card – Important Disclosures

Please take a moment to carefully review the Pricing Information and Terms & Conditions below. The Pricing Information and Terms & Conditions are a part of the Credit Card Agreement.

PRICING INFORMATION

| Interest Rates and Interest Charges | |
|--------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Annual Percentage Rate (APR) for Purchases | 23.90% This is a fixed rate APR. |
| APR for Cash Advances | 23.90% This is a fixed rate APR. |
| How to Avoid Paying Interest on Purchases | Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on new purchases, provided you have paid your previous balance in full by the due date each month. We will begin charging interest on cash advances on the transaction date. |
| Minimum Interest Charge | If you are charged interest, the charge will be no less than \$1.00. |
| For Credit Card Tips from the Consumer Financial Protection Bureau | 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 http://www.Consumerfinance.gov/learnmore . |

| Fees | |
|-----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| Annual Fee | \$59 annually. |
| Transaction Fees <ul style="list-style-type: none">Cash AdvanceForeign Transaction | \$10 or 3% of the amount of each Cash Advance; whichever is greater. 3% of each Transaction in U.S. dollars. |
| Penalty Fees <ul style="list-style-type: none">Late PaymentReturned Payment | Up to \$39 Up to \$39 |

How We Will Calculate Your Balance: We use a method called “average daily balance (including new purchases).” See the complete Card Agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in the Card Agreement that will be provided to you before you can begin using your new card.

Military Lending Protections: Federal law provides important protections to members of the Armed Forces and their dependents related to extension 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 costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any 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). To receive this information and a description of your payment obligation verbally, please call us toll free at 855-763-6736.

STATE NOTICES

CA RESIDENTS: You may apply for an account in your name alone, regardless of your marital status.

NY RESIDENTS: You may contact the New York State Banking Department at 1-877-226-5697 to obtain a comparative listing of all credit card rates, fees and grace periods.

OH RESIDENTS: The Ohio rules against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

VT, RI AND NY RESIDENTS: A credit report may be requested in connection with your application. At your request, Capital Bank (CB) will tell you whether or not a credit report was obtained and, if so, the name and address of the consumer reporting agency that furnished the report. CB may also request credit reports from time to time in connection with any update, renewal or extension of the credit account, whenever CB believes that such action is appropriate.

Married WI Residents: No provisions of any marital property agreement, unilateral statement under §766.59 of the Wisconsin Statutes, or court decree under §766.70 will adversely affect a creditor's interest unless, prior to the time credit is granted, the creditor is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision. If an Account is opened for you, you must notify your spouse about the Account before any payment on the Account is due. **Your Signature confirms that credit extended under this account will be incurred in the interest of your marriage or family.**

TERMS & CONDITIONS AND ADDITIONAL DISCLOSURES

USA PATRIOT Act Notice: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or entity opening an account.

What this means for you: When you apply for or open an account, we will ask you for your name, street address, date of birth and other information that will allow us to identify you. You may be asked to provide your driver's license or other identifying documents. We are required to follow this procedure each time an account is opened, even if you are a current customer of Capital Bank. Thank you for helping us to follow this federally mandated procedure.

I am accepting the invitation for the OpenSky Visa Gold Credit Card.

I understand to be eligible for the offer:

- I must be at least 18 years of age and have a valid Social Security Number or Individual Taxpayer Identification Number.
- I need to be a United States citizen or permanent resident of the United States.
- My monthly income must be greater than my monthly expenses and I have the ability to repay the estimated monthly payment you require for this card.
- My account history on any current or previous relationship with Capital Bank must be in good standing.

With respect to my application, I acknowledge that:

- I will need to make monthly payments toward any balance I accrue, as with any other credit card.
- By providing my phone numbers, I agree that Capital Bank, and its authorized agents, may call me at these numbers. If the number is a cell phone number, I agree that you may contact me using an automatic dialer, including pre-recorded messages and/or text messages.
- I will receive the OpenSky Visa Gold Card Agreement and I am bound by its terms and future revisions.

CONSENT TO ELECTRONIC COMMUNICATIONS:

Electronic Signatures. By clicking the "Submit" or similar button, you hereby agree to sign up for electronic communications and this will constitute your consent and shall constitute your signature.

Federal Law. You acknowledge and agree that your consent is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business and communicate with you by electronic means.

Categories of Communications. You consent to receive communications relating to your Account in electronic form. The communications covered by your consent may include, but are not limited to, (a) initial disclosure statement or agreement governing your Account, (b) any disclosure required by federal, state or local law, including disclosures under the federal Truth in Lending Act, the federal Fair Credit Reporting Act and the financial privacy provisions of the Gramm-Leach-Bliley Act, (c) your billing statement, (d) letters, notices or alerts regarding our Account and any changes to your Account, and (e) other disclosures, notices or communications in connection with the application for, the opening of, maintenance of or collection of your Account.