

The following information pertains to your account ending in 9650.

### IMPORTANT NOTICE OF CHANGE IN TERMS

This document contains important information regarding changes to the terms of your Credit Card Agreement ("Agreement") with us. Please read this document carefully and keep it with your Agreement. Except as amended below, the terms of your Agreement remain in full force and effect. In the event of a conflict, the terms in this Important Notice of Change in Terms ("Notice") will prevail.

#### Information included in this Notice:

- RECLASSIFICATION OF BALANCES AND TRANSACTIONS
- DEFAULT PRICING
- HOW WE CALCULATE VARIABLE RATES
- TRANSACTION FEE FINANCE CHARGES
- ADDITIONAL CHANGES TO YOUR AGREEMENT RESULTING FROM RECLASSIFYING BALANCES AND TRANSACTIONS

#### RECLASSIFICATION OF BALANCES AND TRANSACTIONS

**Summary:** As of January 19, 2008, we are restructuring your existing account balances and how we classify new transactions on your account. With this change we will no longer refer to transactions by "balance category". Instead, we will refer to transactions as "Balance Transfers", "Cash Advances" or "Purchases". The chart below shows the previous balance category label as well as the newly-defined classifications. Please note that Cash Advances will include Cash Equivalents which had previously been classified in Category C, and will also include Check Cash Advances and Direct Deposits which were previously classified in Category A. We will reclassify existing Category D balances as a Balance Transfer, Cash Advance or Purchase, as appropriate.

#### Previous Category Classification

Category A – Balance Transfers and Check Cash Advances  
Category B – ATM Cash Advances and Bank Cash Advances  
Category C – Purchases  
Category D – Other Balances

#### Newly Defined Classification

Balance Transfers  
Cash Advances  
Purchases

The Amendments set forth in this Notice will not increase any promotional rates that may currently be applied to your account. As a reminder, Cash Advances and Balance Transfers do not have a grace period.

To enable this restructuring, we are making multiple changes to your Agreement.

**Amendment:** Effective on January 19, 2008, we are making the following changes to your Agreement:

- The section titled *Balance Categories* and any references to "balance category" are deleted in their entirety.
- All references in your Agreement to Category A, Category B, Category C, and Category D are deleted or otherwise modified as provided in this Notice. Generally, references to Category A will become "Balance Transfers", references to Category B will become "Cash Advances" and Category C will become "Purchases".
- The definitions for Balance Transfer, Cash Advance, and Purchase are amended and added to the section titled *How To Use Your Account* as follows:

#### HOW TO USE YOUR ACCOUNT

You may obtain credit in the form of Balance Transfers, Cash Advances, or Purchases by using credit cards, access checks, your account number, or other credit devices.

"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"). A Direct Deposit does not include an Overdraft Protection Cash Advance or a same day online funds transfer;
- (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) as part of an Overdraft Protection Program – a transfer of funds to a deposit account pursuant to an overdraft protection program ("Overdraft Protection Cash Advance");
- (5) 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, fines or bail bonds) with your card;
- (6) by an access check you sign as drawer ("Check Cash Advance");
- (7) for any payment you make to us that is returned to us unpaid for any reason, including the related finance charges ("Returned Payment").

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

"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.

- The following definitions in the section of your Agreement titled, *Words Used Often in this Agreement* are amended as follows:

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

"Default Rate" means the APRs which may be applied to Balance Transfers, Cash Advances, and Purchases without further notice in certain instances of your default, as described in the section titled, *Annual Percentage Rates*.

"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 credits. Then we add Balance Transfers, Cash Advances, Purchases and Adjustments, and finance charges.

"Promotional Offer" means limited time introductory or promotional offers on certain Balance Transfers, Cash Advances, or Purchases at APRs that are lower than the Standard Rates 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 Fee Finance Charges*.

"Standard Rate" means the APRs normally in effect for Balance Transfers, Cash Advances, and Purchases.

## **DEFAULT PRICING**

**Summary:** We are changing the current Default Pricing portion of your Agreement as described in the Amendment below. This Amendment does not change your Standard or Promotional APRs at this time. In the future, if you have had two instances of not paying on time and/or exceeding your credit limit in a rolling twelve month period, your account may be default re-priced to a higher rate without further notice. In the event your account becomes default re-priced, any APRs increased as a result of the re-pricing will be reduced a minimum of two percentage points after six consecutive months of on time payments, provided you pay at least the minimum amount due and your balance does not exceed the credit limit during the same period. As a reminder, you can avoid having your account default re-priced by paying on time and not exceeding your credit limit. **You may reject the changes to Default Pricing by following the Rejection Instructions below. If you reject this change, your account will remain subject to your current Default Pricing program.**

**Amendment:** Effective on the first day following your statement Closing Date that occurs on or after January 19, 2008, the Default Pricing provision is amended as follows:

**Default Pricing:** We may increase the APRs on all new and outstanding Balance Transfer, Cash Advance, and Purchase balances up to the Default Rate, without giving you additional notice, each time you have two "default re-pricing events" in any twelve rolling consecutive billing cycles. A default re-pricing event means: (1) you fail to make any Total Minimum Payment Due by its Payment Due Date; or (2) your total outstanding balance exceeds your credit limit at any time in a billing cycle. We may elect to set your APRs for Balance Transfer, Cash Advance and Purchase balances to different Default Rates. Default Rates are variable rates calculated using the Variable Default Rate formula (described in this Notice) with a margin of up to 23.99 percentage points; as of July 31, 2007, this results in a corresponding **ANNUAL PERCENTAGE RATE of 32.24%** (0.088328% Daily Periodic Rate (DPR)). Each such APR increase will be effective as of the first day of the billing cycle in which the second default re-pricing event occurs. With each additional default re-pricing event, we will again determine whether there have been two default re-pricing events in the preceding twelve consecutive billing cycles. All Default Rates will remain in effect until you make each Total Minimum Payment Due by its Payment Due Date and do not exceed your credit limit for 6 consecutive billing cycles starting with the first billing cycle after the Default Rate is in effect. At that time we will lower the margin for each of these variable APRs by at least two percentage points. These will be your new variable Standard Rates.

Note: A default re-pricing event following the effective date of this Default Pricing Amendment may result in an APR increase up to your Default Rate if a prior default re-pricing event had occurred in any of twelve consecutive preceding billing cycles.

### **Rejection Instructions for Default Pricing Amendment:**

If you do not wish to accept the Default Pricing change described above, you must meet all of the following requirements:

1. **Write to us** at FIA Card Services, N.A., P.O. Box 17151, Wilmington, DE 19850. Clearly print or type your name and full credit card account number and state that you reject this change. You must give notice in writing; it is not sufficient to telephone us. Send this notice only to the address in this paragraph; do not send it with a payment or any other type of customer service request. **This mailbox is ONLY for rejection of the Default Pricing Amendment.**
2. **We must receive your letter by January 18, 2008** or your rejection will not be effective.

## **HOW WE CALCULATE VARIABLE RATES**

### **VARIABLE RATE INFORMATION**

We will use the following variable rate formula for variable Standard Rates, variable Default Rates and variable Promotional Rates. All variable rates are calculated by adding together an index and a margin.

This index is determined on the last business day of each month ("determination date") and is the highest U.S. Prime Rate as published in the "Money Rates" section of *The Wall Street Journal* at any time within the immediately preceding three months, including the month in which the index was determined. The index used to calculate these variable rates is 8.25% and was determined on July 31, 2007.

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 as the determination date. An increase in the index means that you will pay higher periodic rate finance 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, at our sole discretion, substitute another index.

## **TRANSACTION FEE FINANCE CHARGES**

**Summary:** Effective on January 19, 2008, we are changing how we refer to certain transaction fees currently applicable to your account. In addition, on March 10, 2008, we are increasing the amount of the transaction fee for Balance Transfers, Check Cash Advances and Direct Deposits.

**Amendment: Effective on January 19, 2008:**

- If you obtain a Balance Transfer, we will assess a transaction fee (**FINANCE CHARGE**) equal to 4% of the U.S. dollar amount of each such Balance Transfer (Fee: Min. \$10; Max. \$90). **Effective March 10, 2008**, we are increasing this transaction fee to 3% of the U.S. dollar amount of each such Balance Transfer (Fee: Min. \$10).
- If you obtain a Check Cash Advance, we will assess a transaction fee (**FINANCE CHARGE**) equal to 4% of the U.S. dollar amount of each such Cash Advance (Fee: Min. \$10; Max. \$90). **Effective March 10, 2008**, we are increasing this transaction fee to 3% of the U.S. dollar amount of each such Cash Advance (Fee: Min. \$10).
- If you obtain a Direct Deposit, we will assess a transaction fee (**FINANCE CHARGE**) equal to 4% of the U.S. dollar amount of each such Cash Advance (Fee: Min. \$10; Max. \$90). **Effective March 10, 2008**, we are increasing this transaction fee to 3% of the U.S. dollar amount of each such Cash Advance (Fee: Min. \$10).

Note: Wire Transfer Purchases will continue to have a transaction fee which currently remains equal to the amount of the transaction fee for Cash Equivalents.

**ADDITIONAL CHANGES TO YOUR AGREEMENT RESULTING FROM RECLASSIFYING BALANCES AND TRANSACTIONS**

**Summary:** We are modifying certain terms of your Agreement to reflect terminology and account usage changes described in the section of this Notice titled, "*Reclassification of Balances and Transactions*".

**Amendment: Effective on January 19, 2008**, we are revising the following sections of your Agreement:

**ANNUAL PERCENTAGE RATES:** This section of your Agreement will provide the Standard Rates, Default Rates and Promotional Offers applicable to Balance Transfers, Cash Advances, and Purchases.

- "Balance Transfers" will have the non-promotional APR applicable to "Category A Balance Transfers and Check Cash Advances".
- "Cash Advances" will have the non-promotional APR applicable to "Category B ATM Cash Advances and Bank Cash Advances".
- "Purchases" will have the non-promotional APR applicable to "Category C Purchases".
- The APR for "Category D Other Balances" will no longer apply to your account.

**Promotional Offers:** From time to time we may make Promotional Offers on certain Balance Transfers, Cash Advances, and Purchases. When a Promotional Offer ends, its Promotional Rates will terminate. Any Balance Transfer, Cash Advance, or Purchase balance subject to that Promotional Offer will return to its respective Standard Rate or Default Rate as applicable. In addition, we may from time to time offer variable Promotional Rates on your account using the Variable Promotional Rate formula described in this Notice.

**CALCULATION OF PERIODIC RATE FINANCE CHARGES:** We are replacing this section of your Agreement as follows: We calculate Periodic Rate Finance Charges by multiplying each Balance Subject to Finance Charge by its applicable DPR and that result by the number of days in the billing cycle. When Periodic Rate Finance Charges accrue on a Balance Transfer, Cash Advance, or Purchase balance, those finance charges become a part of that respective Balance Transfer, Cash Advance, or Purchase balance.

**WHEN PERIODIC RATE FINANCE CHARGES BEGIN TO ACCRUE and GRACE PERIOD:** References to "Category A Cash Advance(s)" and "Category A" are replaced with "Balance Transfer(s)"; references to "Category B Cash Advance(s)" and "Category B" are replaced with "Cash Advance(s)"; references to "Category C Purchase(s)" and "Category C" are replaced with "Purchase(s)".

**CALCULATION OF BALANCES SUBJECT TO FINANCE CHARGE**

**Average Balance Method (including new Balance Transfers and new Cash Advances):** References to "Category A balances and Category B balances" are replaced with "Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances". Also, references to "Pre-cycle Cash Advance balance" are replaced with "Pre-cycle balance"; and, references to "Cash Advances" are replaced with "Balance Transfers and Cash Advances".

**Average Daily Balance Method (including new Purchases):** References to "Category C balances and Category D balances" are replaced with "Purchases and for each Promotional Offer balance consisting of Purchases". Also, references to "transactions" are replaced with "Purchases".

**PURPOSES FOR USING YOUR ACCOUNT, YOUR PROMISE TO PAY, and YOUR CREDIT LIMIT/YOUR REVOLVING CREDIT LINE:** References to "Cash Advances" are replaced with "Balance Transfers and Cash Advances".

Unless otherwise noted, we are making the Amendments in this Notice primarily because of a change in our business practices.

**EQUAL CREDIT OPPORTUNITY NOTICE**

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this bank is the Office of the Comptroller of the Currency, Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, TX 77010-9050.

FIA Card Services, N.A., P.O. Box 15026, Wilmington, DE 19850. Please note that if you choose to correspond with us in writing, please provide your full account number and print your name.

**Federal law requires us to provide the following information:**

**YOUR BILLING RIGHTS**

**KEEP THIS NOTICE FOR FUTURE USE:**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

**Notify Us in Case of Errors or Questions About Your Bill:** If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet (or use a copy of the form provided on your bill) at FIA Card Services, N.A., P.O. Box 15026, Wilmington, DE 19850. Write to us as soon as possible. Do not send the notice on or with your payment. We must hear from you no later than 60 days after we sent you the first bill on which the transaction or error appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information: (1) your name and account number; (2) the dollar amount of the suspected error; (3) the posting date of the transaction in question; and (4) a description of the error and an explanation, if you can, of why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

**Your Rights and Our Responsibilities After We Receive Your Written Notice:** We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within twenty-five (25) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill, and we must tell you the name of anyone we report you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we cannot collect the first \$50 of the questioned amount, even if your bill was correct.

**Special Rule for Credit Card Purchases:** If you have a problem with the quality of the property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

(1) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and (2) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

**IMPORTANT INFORMATION REGARDING YOUR ACCOUNT**

**Federal law requires us to provide the following information:**

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.



## **HOW WE CALCULATE VARIABLE RATES**

### **VARIABLE RATE INFORMATION**

We will use the following variable rate formula for variable Standard Rates, variable Default Rates and variable Promotional Rates. All variable rates are calculated by adding together an index and a margin.

This index is determined on the last business day of each month ("determination date") and is the highest U.S. Prime Rate as published in the "Money Rates" section of The Wall Street Journal at any time within the immediately preceding three months, including the month in which the index was determined. The index used to calculate these variable rates is 8.25% and was determined on July 31, 2007.

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 as the determination date. An increase in the index means that you will pay higher periodic rate finance 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, at our sole discretion, substitute another index.

### **TRANSACTION FEE FINANCE CHARGES**

**Summary:** We are changing how we refer to certain transaction fees currently applicable to your account; these changes do not increase the amount of any transaction fees currently applicable to these transactions.

**Amendment: Effective on January 19, 2008:** Direct Deposits will continue to have a transaction fee which currently remains equal to the amount of the transaction fee for Balance Transfers. Wire Transfer Purchases will continue to have a transaction fee which currently remains equal to the amount of the transaction fee for Cash Equivalents. However, these fees will be referenced individually in your Agreement. Your Overdraft Protection Cash Advance fee currently remains unchanged.

### **ADDITIONAL CHANGES TO YOUR AGREEMENT RESULTING FROM RECLASSIFYING BALANCES AND TRANSACTIONS**

**Summary:** We are modifying certain terms of your Agreement to reflect terminology and account usage changes described in the section of this Notice titled, "*Reclassification of Balances and Transactions*".

**Amendment: Effective on January 19, 2008,** we are revising the following sections of your Agreement:

**ANNUAL PERCENTAGE RATES:** This section of your Agreement will provide the Standard Rates, Default Rates and Promotional Offers applicable to Balance Transfers, Cash Advances, and Purchases.

- "Balance Transfers" will have the non-promotional APR applicable to "Category A Balance Transfers and Check Cash Advances".
- "Cash Advances" will have the non-promotional APR applicable to "Category B ATM Cash Advances and Bank Cash Advances".
- "Purchases" will have the non-promotional APR applicable to "Category C Purchases".
- The APR for "Category D Other Balances" will no longer apply to your account.

**Promotional Offers:** From time to time we may make Promotional Offers on certain Balance Transfers, Cash Advances, and Purchases. When a Promotional Offer ends, its Promotional Rates will terminate. Any Balance Transfer, Cash Advance, or Purchase balance subject to that Promotional Offer will return to its respective Standard Rate or Default Rate as applicable. In addition, we may from time to time offer variable Promotional Rates on your account using the Variable Promotional Rate formula described in this Notice.

**CALCULATION OF PERIODIC RATE FINANCE CHARGES:** We are replacing this section of your Agreement as follows: We calculate Periodic Rate Finance Charges by multiplying each Balance Subject to Finance Charge by its applicable DPR and that result by the number of days in the billing cycle. When Periodic Rate Finance Charges accrue on a Balance Transfer, Cash Advance, or Purchase balance, those finance charges become a part of that respective Balance Transfer, Cash Advance, or Purchase balance.

**WHEN PERIODIC RATE FINANCE CHARGES BEGIN TO ACCRUE and GRACE PERIOD:** References to "Category A Cash Advance(s)" and "Category A" are replaced with "Balance Transfer(s)"; references to "Category B Cash Advance(s)" and "Category B" are replaced with "Cash Advance(s)"; references to "Category C Purchase(s)" and "Category C" are replaced with "Purchase(s)".

### **CALCULATION OF BALANCES SUBJECT TO FINANCE CHARGE**

**Average Balance Method (including new Balance Transfers and new Cash Advances):** References to "Category A balances and Category B balances" are replaced with "Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances". Also, references to "Pre-cycle Cash Advance balance" are replaced with "Pre-cycle balance"; and, references to "Cash Advances" are replaced with "Balance Transfers and Cash Advances".

**Average Daily Balance Method (including new Purchases):** References to "Category C balances and Category D balances" are replaced with "Purchases and for each Promotional Offer balance consisting of Purchases". Also, references to "transactions" are replaced with "Purchases".

**PURPOSES FOR USING YOUR ACCOUNT, YOUR PROMISE TO PAY, and YOUR CREDIT LIMIT/YOUR REVOLVING CREDIT LINE:** References to "Cash Advances" are replaced with "Balance Transfers and Cash Advances".

An important Amendment to the Arbitration and Litigation section of your Agreement follows.

Unless otherwise noted, we are making the Amendments in this Notice primarily because of a change in our business practices.

### **EQUAL CREDIT OPPORTUNITY NOTICE**

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this bank is the Office of the Comptroller of the Currency, Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, TX 77010-9050.

FIA Card Services, N.A., P.O. Box 15026, Wilmington, DE 19850. Please note that if you choose to correspond with us in writing, please provide your full account number and print your name.