

Owners Bank, a division of Liberty Bank
Middletown, CT

MasterCard® Rewards
Small Business Credit Card Account Opening Disclosure

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	16.99% This APR will vary with the market based on the Prime Rate.
Annual Percentage Rate (APR) for Balance Transfers	19.99% This APR will vary with the market based on the Prime Rate.
Annual Percentage Rate (APR) for Cash Advances	19.99% This APR will vary with the market based on the Prime Rate.
Penalty APR and When It Applies	29.99% This APR may be applied to your Account if you: <ul style="list-style-type: none"> • Are over 60 days past due; or • Make a payment that is returned and causes your Account to be over 60 days past due. How long will the Penalty APR apply? If your APRs are increased for either of these reasons, the Penalty APR will apply until you make three consecutive minimum payments when due. (If you do not make these payments, the Penalty APR may apply indefinitely.)
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
Fees	
Annual Fee	None
Transaction Fees <ul style="list-style-type: none"> • Balance Transfer • Cash Advance • Foreign Transaction 	<ul style="list-style-type: none"> • Either \$5 or 2% of the amount of each transfer, whichever is greater (maximum fee: \$50) • Either \$10 or 4% of the amount of each cash advance, whichever is greater (maximum fee: \$40) • 1% of each transaction in U.S. dollars
Penalty Fees <ul style="list-style-type: none"> • Late Payment • Over-the-Credit Limit • Returned Payment 	<ul style="list-style-type: none"> • \$29 • \$29 • \$29 or the amount of the returned payment, whichever is less
Other Fees <ul style="list-style-type: none"> • Paper Statement Fee • Statement Copy Fee • Sales Draft Copy Fee • Rush Card Fee • Stop Payment Fee • Research Fee 	<ul style="list-style-type: none"> • \$2 per statement sent in hard copy (paper) form • \$2 per statement • \$5 per sales draft • \$20 per card • \$20 per request (including any written request to renew a stop payment) • \$20 per hour (minimum of one (1) hour)

How We Will Calculate Your Balance: We use a method called "average daily balance (including new transactions)." See Section 5 of your Agreement for more details.

Loss of Introductory APR: We may end your Introductory APR and apply the Penalty APR if you are over 60 days past due or make a payment that is returned and causes your Account to be over 60 days past due.

Billing Rights: Information on how to dispute transactions on your bill is provided in Section 29 of your Agreement.

Collection Costs. You agree to pay the costs of collecting amounts you owe under your Agreement, to the fullest extent permitted by applicable law, including without limitation court costs and attorneys' fees.

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MasterCard® Rewards

SMALL BUSINESS CREDIT CARD AGREEMENT

In this Agreement, "Agreement" means this Small Business Credit Card Agreement. "Disclosure" means the Small Business Credit Card Account Opening Disclosure that accompanies this Agreement. The Small Business Credit Card Account Opening Disclosure is incorporated into this Agreement and is part of this Agreement. This Agreement also includes any letter, card carrier, card insert, addendum, and any other document accompanying or relating to this Agreement, any application that you submitted to the Bank in connection with this Agreement, and any notifications of changes to this Agreement we send you. (See Section 13 below.)

In this Agreement, the words "Bank," "we," "us," and "our" mean the Bank whose name appears on this Agreement or anyone to whom the Bank transfers this Agreement or the Account. "Card" means the MasterCard® credit card and any duplicates, renewals, or substitutions the Bank issues to you pursuant to this Agreement. "Account" means your MasterCard® credit card line-of-credit account with the Bank that is governed by this Agreement. The words "you," "your," and "yours" mean each and all (including businesses and individuals) who agree to be bound by this Agreement, including the business that applied and was approved by the Bank for the Account and (unless the context specifically requires otherwise) each individual who has agreed (whether as part of that business' application for the Account or otherwise) to be personally responsible to make all payments due under this Agreement. MasterCard® is a registered trademark of Mastercard or its subsidiaries in the United States.

In this Agreement (unless the context specifically requires otherwise), a singular number shall include the plural and vice versa. Captions and headings preceding text in this Agreement are only for general convenience and reference purposes, and do not affect the meaning or interpretation of any text that follows or precedes any particular caption or heading.

1. YOUR ACCOUNT — (a) Credit Limit. If you are approved for an Account, the Bank will establish a line of credit for you. You agree that your credit limit is the maximum amount (Purchases, Balance Transfers, Cash Advances, finance charges, plus other fees and charges imposed pursuant to this Agreement) which you are permitted to have outstanding on your Account at any time. The Bank will not allow an advance (including a Purchase, Balance Transfer, and Cash Advance) to be made if the transaction (or any part of the transaction) will cause the Account to be over the credit limit (or if the Account is already over the credit limit), except in the Bank's sole discretion on a case-by-case basis.

The Bank may also establish separate (lower) credit limits for certain types of transactions, such as certain types of Cash Advances. (See Sections 1(c) and 1(e) below.)

You may request an increase or other change to your credit limit (including the credit limit for the Account and any applicable lower credit limit that applies to certain types of transactions) only by a method acceptable to the Bank. The Bank may increase or decrease your credit limit, refuse to make an advance, and/or terminate your Account at any time for any reason not prohibited by law. The Bank may demand immediate payment of any amount by which you are over any applicable credit limit at any time. If the Account is over any applicable credit limit at any time during a monthly billing cycle, we may impose an Over-the-Credit Limit Fee. (See the accompanying Disclosure and Section 7 below.)

(b) Purchases. Subject to Section 2 below and your available credit limit, you may use your Card to make Purchases from merchants and others who accept your Card. If you wish to pay for goods or services over the Internet, you may be required to provide Card number security information before you will be permitted to complete the transaction.

(c) Cash Advances. You may obtain Cash Advances from the Bank, from other financial institutions that accept your Card, and from some automated teller machines (ATMs), up to your available credit limit. (Not all ATMs accept your Card.) If the Bank authorizes ATM transactions with your Card, we will issue you a personal identification number (PIN) or require you to select a PIN. To obtain Cash Advances from an ATM, you must use the PIN that has been assigned to your Card for use with your Card.

A single ATM Cash Advance and a single over-the-counter (teller) Cash Advance from the Bank or another financial institution may not exceed **\$525.00** (or, if less, your then-available credit limit for the Account). The total dollar amount of outstanding (unpaid) over-the-counter (teller) Cash Advances from the Bank or another financial institution also may not exceed **\$1,050.00** (or, if less, your then-available credit limit for the Account). ATM Cash Advances are also subject to the following additional restrictions: No more than **two (2)** ATM Cash Advances are permitted in any 24-hour period and the total dollar amount of ATM Cash Advances in any 24-hour period may not exceed **\$1,050.00** (or, if less, your then-available credit limit for the Account). For security reasons, there may be other limits on the number and dollar amount of Cash Advance transactions you can make, in addition to the limits described above. In addition, certain financial institutions (not the Bank) and certain third party owners or operators of ATMs may impose more restrictive limits than the limits described above.

You may use your Card to purchase instruments and engage in certain transactions that we consider the equivalent of cash. Such transactions will be posted to your Account as Cash Advances and include, but are not limited to, wire transfers and money orders. This paragraph shall not be interpreted as permitting or authorizing any transaction that is illegal. (See Section 2 below.)

We may use merchant and/or transaction category codes and/or other codes or information provided in connection with an Account transaction to determine whether the transaction is permitted under this Agreement (see Section 2 below), and to determine whether to classify the transaction as a Purchase or Cash Advance under this Agreement.

Cash Advances are subject to Cash Advance transaction fees (described in the accompanying Disclosure).

(d) Convenience checks; Stop payment requests. We may, from time to time, agree in our sole discretion to issue convenience checks to you that may be drawn on your Account. Convenience checks may not be used to make a payment on your Account balance. If we allow you to use a convenience check, it will be posted to your Account as a type of Cash Advance. Convenience checks are subject to Cash Advance fees described in the accompanying Disclosure, unless we agree otherwise.

We may refuse to pay a convenience check if it exceeds your then-available credit limit for the Account. We also reserve the right to refuse to pay a convenience check drawn on your Account for any reason and such refusal shall not constitute wrongful dishonor. We may choose to honor a convenience check even if it is presented to us more than 6 months after its date (a stale-dated check) or if it is post-dated (dated after the day it is presented to us).

You may request that we stop payment of a convenience check drawn on your Account (including without limitation a stale-dated or post-dated check). You agree to pay any fee we impose to process a stop payment request on a convenience check issued on your Account. (See the accompanying

Disclosure and Section 7 below.) You may make a stop payment request orally or in writing, by contacting us at the address or telephone number in Section 12 below. We must receive your request with sufficient time in advance of the presentation of the check for payment to give us a reasonable opportunity to act on your request. In addition, your request must accurately describe the check including the exact Account number, the payee, any check number that may be applicable, and the exact amount of the check.

If we re-credit your Account after paying a convenience check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the convenience check and to assist us in any legal action.

Transactions authorized using the Card or Account number generally cannot be stopped unless they are scheduled at least three (3) business days in advance, in which case you may ask us to stop payment of such scheduled future transaction(s), orally or in writing, by contacting us as described above in this Section 1(d) and by accurately describing the transaction(s) you want stopped (including the name of the merchant/payee, the date(s) the transaction(s) is/are scheduled to occur, and the exact amount of the scheduled transaction(s)). You may also contact the third party merchant/payee that will be initiating a scheduled transaction using the Card or Account number, and follow that third party's stop payment procedures (or ask the third party to give you a credit for the amount of an already-initiated transaction). See also Section 16 below.

You agree to pay any fee we impose to process a stop payment request on a convenience check issued on your Account. (See the accompanying Disclosure and Section 7 below.)

If you make any stop payment request orally, such a request will expire after 14 days unless you confirm your request in writing within that time. Written stop payment orders are effective only for six (6) months and may be renewed for additional 6-month periods by requesting in writing that the stop payment order be renewed. We are not required to notify you when a stop payment order expires.

You agree to indemnify and hold us harmless from all costs and expenses, including attorney's fees, damages, or claims, related to our honoring your stop payment request or in failing to stop payment of an item or transaction as a result of incorrect information provided to us or the giving of inadequate time to act upon a stop payment request.

(e) Balance transfers. We may, from time to time, allow you to transfer certain business credit card and certain other business loan balances you owe to other creditors (not to the Bank) to your Account, up to your available credit limit for balance transfers (or, if less, your then-available credit limit for the Account). The balance transfer credit limit will not be more than one-half (50%) of the credit limit applicable to the Account. (See Section 1(a) above.) Balances we allow you to transfer from other creditors to your Account will be treated as Cash Advances, except that Balance Transfers are subject to Balance Transfer transaction fees (described in the accompanying Disclosure) and not Cash Advance transaction fees. Balance Transfers also may be subject to an introductory discounted rate (if and as described in the accompanying Disclosure and in Section 4 below). We may take several business days to process a requested Balance Transfer. You should continue to make regular loan payments to your other creditors until you have confirmed with the other creditors that they have received the amount of your Balance Transfer from us and have credited that amount to your loan balances with them. (Interest and other fees will continue to accrue on your loans with other creditors until they have received and credited the Balance Transfer amount to your loans.)

2. USING YOUR CARD AND ACCOUNT — You understand that the use of your Card or Account will constitute acknowledgement of receipt and agreement to the terms of this Agreement.

You agree that you will only use the Card and Account for lawful business purposes, and not for any personal, family, or household purposes. You also agree that you will not use your Card or the Account for any type of gambling-related transaction, including without limitation bets, lottery tickets, and casino gaming chips, whether in person, over the Internet, or otherwise.

Unlawful Internet Gambling Notice - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this Account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

You agree that you will not use the Card or Account for any transaction that is illegal under applicable federal, state, or local law. Even if you use the Card or Account for an illegal transaction or a transaction not permitted under the terms of this Agreement, you will be responsible for all amounts and charges incurred in connection with the transaction.

The Bank is not responsible for the refusal of any merchant or financial institution to honor your Card. The Bank is not responsible if an ATM, merchant or financial institution terminal, or website has technical or other difficulties that may interrupt the availability of Card-related services, or is out of operation for maintenance or other reasons.

We may unilaterally disable a Card for security reasons if it has not been validated within a certain time period we set, or if someone tries to use the Card with an incorrect PIN or any other incorrect Card-identifying information. (See also Section 12 below.)

3. PROMISE TO PAY — You promise to pay all charges (Purchases, Cash Advances, Balance Transfers, use of convenience checks or any other charge) made to your Account by you or anyone you authorize to use your Account. You also promise to pay all finance charges and other charges added to your Account under the terms of this Agreement or another agreement you make with the Bank. This paragraph applies to both the business that applied and was approved by the Bank for the Account and each individual who has agreed to be personally responsible to make all payments due under this Agreement, jointly and severally. This means that the Bank can require any one, some, or all of you to repay the entire amount owed under this Agreement.

4. ANNUAL PERCENTAGE RATES — The Annual Percentage Rates applicable to Purchases, Cash Advances, and Balance Transfers are described in the Disclosure that accompanies this Agreement and (if applicable) in a letter, addendum, or other document accompanying or relating to this Agreement. Any penalty Annual Percentage Rate that may be imposed is also described in the Disclosure.

The Annual Percentage Rates charged on Purchases, Cash Advances, and Balance Transfers may vary as often as once each monthly billing cycle, as described in the Disclosure accompanying this Agreement, based on the Prime Rate in effect from time to time plus a margin. The Prime Rate is the highest prime rate published in The Wall Street Journal (Eastern Edition) on the first business day of the calendar month immediately preceding the start of a monthly billing cycle. The margin may be based in part on our evaluation of your credit history (including the credit history of any individual who has agreed to be personally responsible to make all payments due under this Agreement), and may also depend on the credit limit of the Account. We may use different margins for Purchases, Cash Advances, and Balance Transfers. We may increase any margin if (for example) there has been an adverse change to your credit history or financial condition, or if you make any false or misleading statement in any credit application or credit update for the Account. (See also Section 11 below.) We may also change (increase or decrease) any margin based on our periodic review of the Account. Regardless of how low or high the Prime Rate may be from time to time, the Annual Percentage Rates described in this paragraph will never be less than the applicable margin or more than 29.99%.

The initial rate on your Account for certain types of transactions may be an introductory discounted rate (Introductory Rate) that is lower than the rate that would ordinarily apply for that type of transaction. If an Introductory Rate applies to your Account, the rate and the period of time it will be effective is

shown in the Disclosure accompanying this Agreement. When the Introductory Rate period ends, the Annual Percentage Rate will automatically increase to the rates that would ordinarily apply for that type of transaction based on the terms of this Agreement (including if applicable any penalty Annual Percentage Rate, as described in the Disclosure). Please note that, to avoid incurring interest charges on Purchases, you must pay the entire New Balance shown on your monthly statement in full by the Payment Due Date. (See Section 5 below.) This in turn may shorten the time period in which any applicable Introductory Rate may apply to outstanding Balance Transfers.

The Annual Percentage Rate does not include non-interest Finance Charges, such as Cash Advance and Balance Transfer transaction fees, Foreign Transaction Fees, or fees for receiving paper statements. (See Sections 6 and 7 below.)

5. PERIODIC INTEREST CHARGES — The Finance Charge (Interest) Calculation Method applicable to your Account for Cash Advances, Balance Transfers, and Purchases of goods and services obtained through the use of your Card and Account (see Section 1 above) is specified on your monthly billing statements and explained below:

METHOD A - Your Account will be assessed an **INTEREST CHARGE** on new Cash Advance and Balance Transfer activity from the transaction date or the first day of the billing cycle in which posted, whichever is later, through the statement closing date. The Interest Charges for a billing cycle are computed by applying the daily periodic rate to the average daily balance multiplied by the number of days in the billing cycle. The daily periodic rate equals the Annual Percentage Rate then in effect for Cash Advances or Balance Transfers (as applicable) divided by 365 (or 366 in leap years). The average daily balance of Cash Advances or Balance Transfers (as applicable) is determined by dividing the sum of the daily Cash Advance or Balance Transfer unpaid balances during the billing cycle by the number of days in the cycle. Each daily unpaid balance of Cash Advances or Balance Transfers is determined by adding to the Previous Balance of Cash Advances or Balance Transfers, any new Cash Advances or Balance Transfers as of the transaction date or the first day of the billing cycle in which posted, whichever is later, and subtracting any payments received and other credits posted to reduce outstanding Cash Advance or Balance Transfer unpaid balances. The daily balance and average daily balance of Cash Advances and of Balance Transfers does not include any unpaid Interest Charges or fees (such as Balance Transfer fees and Cash Advance fees described in the accompanying Disclosure). If payments and other credits posted to the Account and applied to outstanding Cash Advances or Balance Transfers result in an overpayment (a credit balance), we treat the credit balance as a zero balance. (Credit balances do not earn any interest.)

METHOD G -To avoid incurring an additional **INTEREST CHARGE** on the unpaid balance of Purchases reflected on your statement and on any new Purchases appearing on your next statement, you must pay the entire New Balance shown on your statement in full, so that we receive the payment on or before the Payment Due Date. If we do not receive payment of the entire New Balance shown on your statement in full by the Payment Due Date, your Account will be assessed an **INTEREST CHARGE** on Purchases from the posting date or the first day of the billing cycle, whichever is later, through the statement closing date. The Interest Charges for Purchases in a billing cycle are computed by applying the daily periodic rate applicable to Purchases from time to time to the average daily balance of Purchases multiplied by the number of days in the billing cycle. The daily periodic rate equals the Annual Percentage Rate then in effect for Purchases divided by 365 (or 366 in leap years). The average daily balance of Purchases is determined by dividing the sum of daily Purchases unpaid balances during the billing cycle by the number of days in the cycle. Each daily Purchases unpaid balance is determined by adding to the Previous Balance of Purchases any new Purchases posted to your Account as of the posting date or the first day of the billing cycle, whichever is later, and subtracting any payments received and other credits posted to reduce outstanding Purchases unpaid balances. The daily balance and average daily balance of Purchases does not include any unpaid Interest Charges, but does include other fees (including without limitation Balance Transfer fees and Cash Advance fees described in the accompanying Disclosure, but excluding Over-the-Credit Limit Fees) as of the applicable posting date. If payments and other credits posted to the Account and applied to outstanding Purchases result in an overpayment (a credit balance), we treat the credit balance as a zero balance. (Credit balances do not earn any interest.)

6. FOREIGN TRANSACTIONS — Purchases and Cash Advances made in foreign currencies will be posted to your Account in U.S. dollars. The exchange rate between the transaction currency and U.S. dollars used to process international transactions is a rate selected by Mastercard from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or the date the transaction is posted to the Account.

A fee (finance charge), calculated in U.S. dollars, will be imposed on all foreign transactions, including Purchases, Cash Advances and credits to your Account. A foreign transaction is any transaction that you make or a merchant completes on your Card or Account outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates, even if the transaction is made in U.S. dollars. The Foreign Transaction Fee is described in the Disclosure accompanying this Agreement. We treat the Foreign Transaction Fee as a Purchase for the purpose of calculating and assessing interest charges.

7. FEES — In addition to the periodic interest charges described above and the Balance Transfer fees and Cash Advance fees described in the accompanying Disclosure, you agree that the following fees may be imposed by us on your Account. The fee amounts and explanations are described below and in the Disclosure accompanying this Agreement. We treat the fees described below and in the Disclosure (excluding Over-the-Credit Limit Fees) as Purchases for the purpose of calculating and assessing interest charges.

a. Foreign Transaction Fee (Finance Charge). A Foreign Transaction Fee (finance charge) may be added to your Account for transactions made or completed outside of the United States or in a foreign currency, as described in Section 6 above. Any such transactions made using a Mastercard branded card or processed by a network operated or affiliated with Mastercard will be subject to this fee as set forth in the Disclosure accompanying this Agreement.

b. Late Payment Fee. You agree to pay a Late Payment Fee if a payment equal to or greater than the minimum payment due is not received within five (5) calendar days following the due date on your monthly statement.

c. Over-the-Credit Limit Fee. You agree to pay an Over-the-Credit Limit Fee if the Account is over any applicable credit limit at any time during a monthly billing cycle (for reasons unrelated to daily accrual of interest during that monthly billing cycle). (See Section 1(a) above.)

d. Returned Payment Fee. A Returned Payment Fee may be added to your Account if any payment on the Account is returned dishonored or unpaid for any reason. We will not impose more than one Returned Payment Fee in a monthly billing cycle, even if a check or ACH payment is unsuccessfully resubmitted by us for payment after it has already been returned dishonored or unpaid.

e. Paper Statement Fee (Finance Charge). If you do not agree to receive monthly account statements electronically, or if we are unable to send you any monthly account statement electronically (for example, because we do not have a working electronic address for you), you agree to pay a Paper Statement Fee for each monthly account statement we send to you in hard copy (paper) form.

f. Statement Copy Fee. Except as limited by applicable law and when the request is made in connection with a billing error made by the Bank (see Section 29 below), a Statement Copy Fee may be added to your Account for each copy (including a paper or electronic copy) of a monthly account statement you request.

g. Sales Draft Copy Fee. Except as limited by applicable law and when the request is made in connection with a billing error made by the Bank (see Section 29 below), a Sales Draft Copy Fee may be added to your Account for each copy (including a paper or electronic copy) of a sales draft you request.

h. Rush Card Fee. Except as limited by applicable law, a Rush Fee may be added to your Account for each rush card that you request, if delivery of the Card is also available to you by standard mail service without paying a fee for delivery. (The Rush Fee does not apply to an emergency replacement of a lost or stolen Card.)

i. Stop Payment Fee. You agree to pay a Stop Payment Fee for any stop payment request you make for a convenience check issued on your Account,

including any written request to renew such an existing stop payment request, regardless of whether we are able to honor the request. (See Section 1(d) above.)

j. Research Fee. Except as limited by applicable law and when the request is made in connection with a billing error made by the Bank (see Section 29 below), a Research Fee may be added to your Account for any Account research you ask us to perform.

Certain financial institutions (not the Bank) and certain third party owners or operators of ATMs that do not belong to the Allpoint network (owned and operated by NCR Corporation) may impose their own separate fees as a condition of processing a requested Cash Advance transaction. (See also Section 1(c) above.) The dollar amount of any such fees will be disclosed to you before you finish authorizing the Cash Advance transaction. If you authorize a Cash Advance transaction that is subject to such a third party fee, we may post that fee to your Account and treat that fee as a Purchase for the purpose of calculating and assessing interest charges.

8. PAYMENTS — Each month you must pay at least the minimum payment shown on your statement so that we receive the payment by the date specified on the statement at the payment address described on the statement. You may pay more frequently, pay more than the minimum payment or pay the total New Balance in full. If you make extra or larger payments, you are still required to make at least the minimum payment each month your Account has a balance (other than a credit balance). The minimum payment is 5% of your total New Balance (with the result rounded up to the next whole dollar), or \$25.00, whichever is greater, plus the amount of any prior minimum payments that we have not received, any amount by which the Account is over any applicable credit limit, and outstanding unpaid fees and charges. (See Section 7 above.) The Bank also may demand immediate payment of any amount by which you are over any applicable credit limit at any time. (See also Section 11 below.)

9. PAYMENT ALLOCATION — Subject to applicable law, your payments may be applied to what you owe the Bank in any manner the Bank chooses. The Bank may (for example) apply payments and other credits first to unpaid interest and other finance charges, fees and charges owed, before applying any payments and other credits to reduce the unpaid balance of Purchase, Cash Advance, and Balance Transfer transactions. Subject to the preceding sentence, the Bank will generally allocate payments and other credits to unpaid Purchase, Cash Advance, and Balance Transfer transactions with the highest Annual Percentage Rate before applying payments and other credits to other unpaid transactions in descending order based on applicable Annual Percentage Rates.

While we are processing your payment and for up to three (3) business days after we have posted your payment to your Account, your available credit limit may not reflect your payment. In addition, we do not have to post a payment to your Account if we have reason to believe the payment will not be honored.

10. SETOFF — The Bank may (without prior notice and when permitted by law) setoff amounts owed under this Agreement against any deposits or other funds of yours at the Bank or under the Bank's control, including without limitation an individual or joint account with the Bank owned by any individual who has agreed (whether as part of the business' application for the Account or otherwise) to be personally responsible to make all payments due under this Agreement (except for shares in an Individual Retirement Account or in any other account that would lose special tax treatment under state or federal law if given as security for amounts owed under this Agreement).

11. DEFAULT — You will be in default if any of the following occurs:

- We do not receive any minimum payment or other required payment by the date that it is due.
- You (including any individual who has agreed to be personally responsible to make all payments due under this Agreement) break any promise you make under this Agreement.
- You (including any individual who has agreed to be personally responsible to make all payments due under this Agreement) die, file for bankruptcy or become insolvent (that is, unable to pay your obligations when they become due).
- You (including any individual who has agreed to be personally responsible to make all payments due under this Agreement) make any false or misleading statements in any credit application or credit update for the Account.
- Something happens that the Bank believes may substantially reduce your ability to repay what you (including any individual who has agreed to be personally responsible to make all payments due under this Agreement) owe.

When you are in default, the Bank has the right to demand immediate payment of your full Account balance and/or close the Account without giving you notice. If immediate payment is demanded, you agree to continue paying finance charges at the applicable Annual Percentage Rate(s) in effect from time to time under this Agreement (including any applicable penalty Annual Percentage Rate), until what you owe has been paid in full. You also agree to pay the costs we incur to collect amounts you owe under this Agreement, to the fullest extent permitted by applicable law, including without limitation court costs and attorneys' fees.

12. UNAUTHORIZED USE-LOST/STOLEN CARD NOTIFICATION — You agree to notify us immediately, orally or in writing at 245 Long Hill Road, Middletown, CT 06457 or telephone 1-866-611-4912 twenty-four (24) hours a day, seven (7) days a week, of the loss, theft, or possible unauthorized use of your Card, PIN, or Account. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.

You agree to protect the Account number, Card number, PIN, and other means of access to the Account (including without limitation convenience checks). You agree that if a Card or PIN has been reported lost or stolen, or if there is suspected unauthorized use of your Card or Account, or if a Card is used with an incorrect code, a terminal (including an ATM) may be programmed to capture the Card and not return the Card.

13. CHANGING OR TERMINATING YOUR ACCOUNT — As permitted by law, the Bank may change the terms of this Agreement and any accompanying Disclosure from time to time. Changes may include (for example) changing how the Annual Percentage Rate or any fee is figured, and adding new fees. Notice of any change will be given in accordance with applicable law. Unless prohibited by applicable law, changes may apply to then-existing Account balances and to new Account transactions as and to the extent specified in the notice to you. To avoid having a change apply to future Account transactions (if and to the extent specified in the notice to you), you must stop using your Account and ask us to close the Account before the change is scheduled to take effect (as specified in the notice to you).

If we close the Account (whether at your request or because of a default or for any other reason), you will no longer be able to use your Card or Account for Purchases, Cash Advances, Balance Transfers, or other transactions. Any applicable rewards you may have earned on your Card will be forfeited. You will still be responsible for any outstanding balances on your Account. However, you may continue to pay off your balance by making payments as described in Section 8 above unless and until you are in default.

You (or any one of you) or the Bank may terminate this Agreement at any time, and any termination will be effective as to all of you. However, termination by you or the Bank will not affect your obligation to pay the Account balance in full, including without limitation any interest and other finance charges, fees and charges owed under this Agreement. You are also responsible for all transactions made to your Account after termination, unless the transactions were unauthorized. The Card or Cards you receive remain the property of the Bank and you must recover and surrender to the Bank all Cards upon request or upon termination of this Agreement whether by you or the Bank.

14. CHANGING OR TERMINATING AUTHORIZED USERS — Upon your request, we may issue additional Cards for authorized users that you designate. You must notify us in writing of any termination of an authorized user's right to access your Account. Your letter must include the name of the authorized user and your Account number and/or any subaccount number issued to the authorized user along with the authorized user's Card and any convenience or other access checks issued to the authorized user. You remain responsible for an authorized user's use of the Account before we receive your notice and have had a reasonable opportunity to act on your notice. If you cannot return the authorized user's Card or access checks and if you request your Account to be closed, we will close your Account and you may apply for a new Account.

15. CREDIT REVIEW AND RELEASE OF INFORMATION — You authorize the Bank to investigate your credit standing (including the credit standing of any individual who has agreed to be personally responsible to make all payments due under this Agreement) when opening or reviewing your Account. You authorize the Bank to disclose information regarding your Account to credit bureaus and creditors who inquire about your credit standing. If your Account is eligible for emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your Account that is necessary to provide you with the requested service.

16. RETURNS AND ADJUSTMENTS — Merchants and others who honor your Card may give credit for returns or adjustments, and they may do so by sending the Bank a credit slip which will be posted to your Account. If your credits and payments exceed what you owe the Bank, the amount will be applied against future Purchases, Cash Advances, and other Account transactions. If the credit balance amount is \$1.00 or more, it will be refunded upon your written request or after six (6) months to the business that applied and was approved for the Account

17. REWARDS PROGRAM — Rewards are subject to change and may be terminated at any time without notice.

(1) You will earn 1 point for every \$1 you spend on eligible purchases.

(2) You will earn 10,000 bonus points in the first 120 days of new account opening if the following criteria are met:

- Spend \$1200.00 or more.
- Make a minimum of 12 transactions.

Redeem for merchandise, gift cards or travel. Additional information on rewards available at [Rewards-Program-Terms-and-Conditions.pdf \(ownersbank.com\)](#)

You may not redeem Points, and you will immediately lose all of your Points, if your Account is closed to future transactions (including, but not limited to, due to Program misuse, failure to pay, bankruptcy, or death). Points expire four years from time earned.

The Bank may from time to time offer other or additional benefits or services to your Account, such as travel accident insurance, at no additional cost to you. You understand that the Bank is not obligated to offer any such benefits or services and may withdraw, change, add to or delete them at any time without notice. For more information or questions on the Rewards program, please call 1-800-637-7728.

18. MERCHANT DISPUTES — Except for circumstances described in the last paragraph of Section 29 below, the Bank is not responsible for the quality of any goods or services you obtain with the Account. If you have a dispute about any goods or services you obtain with the Account, you should try to resolve it directly with the merchant or other applicable party who provided the goods or services.

19. APPLICABLE LAW — This Agreement and the Account is governed by federal law and (to the extent not preempted by federal law) the substantive law of the state of Connecticut, the location of the home office of Liberty Bank, without regard to choice of law or conflict of law principles. Liberty Bank is a Connecticut-chartered bank headquartered in Connecticut and makes decisions about this Agreement and the Account from Connecticut. However, Section 28 below is governed solely by federal law and not any state law.

20. EFFECT OF AGREEMENT — This Agreement is the contract which applies to all transactions on your Account even though the sales, cash advance, credit or other slip you sign or receive may contain different terms.

21. NO WAIVER — We may accept late or partial payments, even though marked "paid in full," or with similar language, without losing any of our rights under this Agreement. We may delay enforcing any of our rights any number of times without losing them. We do not have to: (a) give notice that amounts due have not been paid ("notice of dishonor or nonpayment"), (b) demand payment of amounts due ("presentment"), or (c) obtain an official certification of nonpayment ("protest"). You hereby waive notice of dishonor and nonpayment, presentment and protest. Even if, at a time when you are in default, we do not require you to pay immediately in full as described in Section 11 above, we will still have the right to do so if you are in default at some other time. Neither our failure to exercise any of our rights, nor our delay in enforcing or exercising any of our rights, will waive those rights in whole or in part, regardless of how often we fail or delay in enforcing or exercising such rights.

To the extent allowed by law, no extension of time for payment of any part of the amount owed under this Agreement, and no alteration, amendment or waiver of any provision of this Agreement or any other document or agreement relating to the Account or this Agreement shall release, modify, amend, waive, extend, change, discharge, terminate or affect your unconditional liability, and that of any other person or party who is or may become liable for the payment of all or part of the amounts owed under this Agreement, unless otherwise agreed in writing by you and us.

22. STATEMENTS AND NOTICES — Statements and notices will be sent to you at the appropriate address (including any applicable electronic address) you have given the Bank. We may send Account statements and notices to the attention of the business that applied and was approved for the Account. Any statement or notice sent to any one of you will be considered notice to all.

23. ADDRESS AND OTHER CHANGES — You agree to notify us in writing within 10 calendar days of any change in your legal structure, any change in your owners or authorized officers, and any change to your legal name, mailing address, physical address, or address (including any applicable electronic address) to which the Bank may send statements and notices concerning the Account or this Agreement.

24. NOTICES TO THE BANK - Unless required by law or we have agreed otherwise in writing, notices to the Bank should be given using the Bank's secure portal for this Account, or as otherwise specified on your monthly billing statements or in this Agreement (including, for example, Sections 1(d) and 12 above and Section 28 below). Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

If we receive conflicting notices or requests from any of you (including, for example, conflicting requests to change a credit limit, add or terminate an authorized user, etc.), we may choose in our discretion to disregard, or to accept and process, any or all such conflicting notices or requests. We may also choose to permanently or (in our discretion) temporarily close the Account to new transactions until the conflict is resolved to our satisfaction.

25. MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS - Subject to applicable federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such monitoring and recording.

To provide you with the best possible service in our ongoing business relationship for your Account we may need to contact you about your Account from time to time by telephone, text messaging or email. Subject to applicable federal and state law, you authorize us to contact you regarding your Account and this Agreement using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us. This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device. If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us. You are required to notify us or remove a number from your Account profile if it is no longer associated with you.

26. SEVERABILITY AND FINAL EXPRESSION — This Agreement and the Disclosure are the final expression of the terms and conditions of your Account, and supersede all prior or contemporaneous communications, promises or proposals, whether oral, written or electronic, between you and us with respect to the Account. This written Agreement and Disclosure may not be contradicted by evidence of any alleged oral agreement. Should any part of this Agreement or the Disclosure be found to be invalid or unenforceable, all other parts of this Agreement and Disclosure shall remain in effect and fully enforceable to the fullest extent possible under this Agreement, except as may otherwise be provided in Section 28 below.

If any law applicable to this Agreement or the Account is finally interpreted so that the interest or other charges or fees collected or to be collected in

connection with the Account or this Agreement exceed the legally permitted limit, then: (a) any such interest, charge or fee shall be reduced by the amount necessary to reflect and be in compliance with the maximum permitted limit; and (b) any sums already collected, to the extent such sums would otherwise exceed a permitted limit, will be refunded to you. We may choose to make this refund by applying such amounts as a credit to what you owe on your Account, and/or by making a direct payment to the business that applied and was approved for the Account.

27. COPY RECEIVED — You acknowledge that you have received and will keep a complete copy of this Agreement and Disclosure, including without limitation Sections 28 and 29 below, for your future reference.

28. ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

Claims Subject to Arbitration: Except as specified in the paragraph entitled "Claims Not Subject to Arbitration" below, **any dispute or claim** between you and us relating to this Agreement or the Account must be arbitrated if either party elects arbitration of that dispute or claim. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between you and us concerning the Account or this Agreement, whether based in contract, tort, fraud, misrepresentation, or any other statutory or common-law legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising or disclosures for any of our business credit card products or services);
- claims for mental or emotional distress or injury not arising out of bodily injury;
- claims asserted in a court of general jurisdiction against you or us, including counterclaims, cross-claims, or third-party claims, that you or we elect to arbitrate in the answer or other responsive pleading;
- claims relating to the retention, protection, use, or transfer of information about you or any of your accounts for or relating to any of our business credit card products or services;
- claims relating to communications with you, regardless of sender, concerning any of our business credit card products or services, including emails and automatically dialed calls and text messages; and
- claims that may arise after the termination of this Agreement.

In this arbitration provision only, references to "we," "us," and "our" mean the Bank and its parents, subsidiaries, affiliates, predecessors, successors, and assigns, as well as each of those entities' agents and employees. In this arbitration provision only, references to "you" and "your" mean the business and any individual that applied for or was asked to agree or agreed to be responsible to make payments due in connection with the Account, any owner of that business (including without limitation any owner who was asked to agree or who agreed to be responsible to make payments due in connection with the Account), all authorized or unauthorized users of the Account, each of those person's assignees, heirs, trustees, successors, agents, or other representatives, and the Account owner's parents, subsidiaries, affiliates, predecessors, successors, assigns, and each of those entities' agents and employees. This arbitration agreement does not preclude you or us from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against you or us on the other's behalf. Nor does this arbitration agreement preclude either you or us from exercising self-help remedies (including setoff), and exercising such a remedy is not a waiver of the right to invoke arbitration of any dispute. **You and we each waive the right to a trial by jury or to participate in a class action whenever either you or we elect arbitration.** This agreement evidences a transaction in interstate commerce, and thus federal law, including the Federal Arbitration Act, governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

Claims Not Subject to Arbitration: You and we agree that the following disputes or claims cannot be arbitrated:

- claims arising from bodily injury or death;
- claims seeking only individualized relief asserted by you or us in small claims court, so long as the action remains in that court and is not removed or appealed to a court of general jurisdiction, in which case either party may elect arbitration;
- claims to collect or challenge debts owed pursuant to an extension of credit under a separate, unrelated agreement or note (such as a separate, unrelated loan agreement, promissory note, or consumer credit card agreement), in which case the dispute over the debt shall be governed by the dispute-resolution procedures set forth in that separate agreement or note, including any right to setoff; and
- disputes over the scope and enforceability of this arbitration provision, whether a dispute or claim can or must be brought in arbitration, or whether the paragraphs entitled "Commencing Arbitration" or "Requirement of Individual Arbitration" of this arbitration provision have been violated.

These exclusions from arbitration are intended to be interpreted narrowly. Excluded claims must be resolved by a court with jurisdiction.

Pre-Arbitration Notice of Disputes and Informal Resolution: Before either you or we commence arbitration, the claimant must first send to the other a written Notice of Dispute ("Notice"). The Notice to us should be sent by certified mail to: Legal Department, Liberty Bank, 245 Long Hill Road, Middletown, Connecticut 06457 ("Notice Address"). The Notice to you will be sent to the address on file associated with your Account (or, if applicable, any more recent address we have on file for you). The Notice must (a) include your name and Account number; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought. If you have retained an attorney, please be advised that we cannot disclose information about your Account to your attorney unless you have provided us with signed, written permission to do so. Accordingly, when submitting your Notice, please also provide signed written authorization for us to share your confidential account records with your attorney if necessary in resolving your claim.

After the Notice containing the required information above is received, within 45 days, either party may request a conference to discuss informal resolution of the dispute ("Informal Settlement Conference"). If timely requested, the Informal Settlement Conference will take place at a mutually agreeable time by telephone or videoconference. You and our business representative must both personally participate in a good-faith effort to resolve the dispute informally without the need to proceed with arbitration. Any counsel representing you or us also may participate. The requirement of your personal participation in an Informal Settlement Conference may be waived only if both you and we agree in writing.

Any applicable statute of limitations will be tolled during the Informal Resolution Period, which is the period between the date that a fully complete Notice is received by the other party and the later of (i) 45 days after receipt of the Notice or (ii) if an Informal Settlement Conference is timely requested, 30 days after either the request is withdrawn or the Informal Settlement Conference is completed. In addition, if a timely requested Informal Settlement Conference cannot be scheduled within 60 days of the request despite the claimant's providing written notice of at least five times during business hours on separate days during which the claimant is available, the Informal Resolution Period shall end on the 60th day.

Commencing Arbitration: An arbitration proceeding cannot be commenced until after the Informal Resolution Period has ended. A court will have authority to enforce this paragraph, including the power to enjoin the filing or prosecution of arbitrations without first providing a fully complete Notice and participating in a timely requested Informal Settlement Conference. The court also may enjoin the assessment or collection of arbitration fees incurred as a result of such arbitrations. Further, unless prohibited by applicable law, the arbitration provider shall not accept nor administer any arbitration unless the claimant has complied with the Notice and Informal Settlement Conference requirements of the paragraph entitled "Pre-Arbitration Notice of Disputes and Informal Resolution".

Arbitration Procedure: The arbitration will be governed by the Commercial Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), as modified by this arbitration provision, and will be administered by the AAA. (If the AAA is unavailable or unwilling to administer arbitrations consistent with this arbitration provision, another arbitration provider shall be selected by the parties or by the court.) The AAA Rules are available online at www.adr.org or by writing to the Notice Address. All issues are for the arbitrator to decide, except that the court will decide any disputes over the arbitrability of claims. The arbitrator may consider but shall not be bound by rulings in other arbitrations involving different customers. Except as provided in the paragraph entitled "Requirement of Individual Arbitration" below, the arbitrator shall apply the same substantive law that a court would apply and can award the same individualized remedies (including punitive and statutory damages and statutory attorney's fees and costs) that a court could award under applicable law. Unless you and we agree otherwise, any arbitration hearings will take place in the county of your address on file associated with your Account (or, if applicable, any more recent address we have on file for you). If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

During the arbitration, the amount of any settlement offer shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you are entitled. If you have complied with the requirements of this paragraph and the arbitrator awards you an amount of money that exceeds the value of our last written settlement to you before the appointment of the arbitrator, then we will pay you \$500 in lieu of any smaller award. In determining whether you are entitled to the minimum \$500 recovery, the arbitrator shall not consider amounts offered or awarded for attorneys' fees or costs. Any disputes as to recovery of the \$500 minimum recovery shall be resolved by the

arbitrator, and must be raised within 14 days of the arbitrator's ruling on the merits.

Arbitration Fees: The payment of all fees will be governed by the AAA Rules.

Requirement of Individual Arbitration: The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.** Further, unless both you and we agree otherwise, the arbitrator may not consolidate the claims of more than one person (except for the claims of any other person who is or may become liable for the payment of all or part of the amount awarded by the arbitrator relating to the Account), and may not preside over any form of a representative, class, or private attorney general proceeding. If, after exhaustion of all appeals, any of these prohibitions on non-individualized declaratory or injunctive relief; class, representative, and private attorney general claims; and consolidation are found to be unenforceable with respect to a particular claim or with respect to a particular request for relief (such as a request for injunctive relief), then that claim or request for relief shall be severed and decided by a court after all other claims and requests for relief are arbitrated.

Future Changes to Arbitration Provision: Notwithstanding any provision in this Agreement to the contrary, you and we agree that if we make any future change to this arbitration provision (other than a change to the Notice Address), you may reject that change by sending us written notice within 30 days of the change to the Notice Address. By rejecting that future change, you are agreeing that you will arbitrate any dispute or claim between you and us in accordance with the language of this provision, as amended by any changes that you did not timely reject.

Additional Procedures for Complex Disputes: If the actual damages sought by either you or us in an arbitration exceeds \$250,000 (not counting amounts sought for punitive, statutory, treble, or emotional harm damages or for attorneys' fees or costs), then the following additional procedures apply. Either party may appeal the final award to a three-arbitrator panel pursuant to the AAA's Optional Appellate Rules by providing written notice within 30 days of the award. The appellant shall pay all fees and costs for the appeal unless the panel determines that the appellant is the prevailing party, in which case the panel shall have the discretion in its final award to reallocate the fees and costs as justice or otherwise applicable law requires. If there is a cross-appeal, the costs shall be borne equally by both sides, subject to reallocation by the panel in its final award as justice or otherwise applicable law requires.

Right to Resort to Provisional Remedies Preserved: Nothing herein will be deemed to limit or constrain our right to resort to self-help remedies, such as the right of setoff or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with Legal Process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

29. In Case of Errors or Inquiries About Your Statement

If you think there is an error on your statement, or if you need more information about a transaction on your statement, write to us as soon as possible at:

**Owners Bank, a division of Liberty Bank
Customer Service-68
245 Long Hill Road
Middletown, CT 06457**

or at the address specified on your statement for billing questions.

In your letter, give us the following information:

1. **Account information:** Your name and Account number.
2. **Dollar amount:** The dollar amount of the suspected error.
3. **Description of problem:** If you think there is an error on your statement, describe what you believe is wrong and why you believe it is a mistake. If you need more information, describe the item you are unsure about.

We must receive your letter not later than:

> **60 days** after we sent you the first statement on which the error or problem appeared.

> **3 business days** before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing* or electronically using the Bank's secure portal for this Account. You may telephone 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 will do two things:

1. Within 30 days of receiving your letter, we will 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 will either correct the error or explain why we believe the statement was correct.

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

> We will not try to collect the amount in question, or report you as delinquent on that amount.

> The charge in question may remain on your statement, and we may continue to charge you interest on that amount.

> While you do not have to pay the amount in question, you are responsible for the remainder of your balance.

> We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

> **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.

> **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your statement is wrong, you must write to us within **10 days** telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your statement. 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.

Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with the Card (not with a convenience check or other Cash Advance), and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the Purchase was made in the state where you are headquartered or within 100 miles of the mailing address for this Account. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, the preceding sentence does not apply.)