



VISA® Business Credit Card Contract & Initial Disclosure Statement

Please read this Visa Business Credit Card Contract and Initial Disclosure Statement ("Contract") carefully. This Contract contains the terms and conditions that govern the use of your Credit Account and Card. By accepting or using your Card or Account, you agree to be bound by the terms and conditions of this Contract. Furthermore, you agree that your use of a Card or use by any person actually or ostensibly authorized by you shall be bound by all the terms of this Contract and those on the Card, and all amendments to this Contract.

Definitions

In the Contract, the following definitions apply:

- **"Bank", "we", "our" and "us"** refer to Montecito Bank & Trust, and we are the creditor on your Account.
- **"You", "your", "applicant" and "Company"** refer to the business entity or proprietorship that applies to us, uses or benefits from the Card or Account, or otherwise agrees to be responsible for the Credit Account.
- **"Card"** means one or more credit cards, or other devices by which credit may be accessed other than a check, issued on the Account. "Card" includes any tangible card with a number embossed on it; a card number; or a card number issued without a tangible card (sometimes called a "virtual card"). A personal identification number (PIN) without use of a card number is not a Card.
- **"Cardholder"** means any person you allow to use your Account with a Card we provided with that person's name, or a Card which you gave to the person without the person's name or bearing another name or no name; or anybody whose use of the Card benefits you, or any person who has apparent, implied or ostensible authority to use the Card.
- **"Charges"** means all amounts charged to the Account, including, without limitation, purchases, cash advances, balance transfers, any transaction in which a Cardholder has evidenced an intention to make a purchase or obtain a cash advance or balance transfer, interest charges (if applicable), miscellaneous charges and fees, and any other monetary obligations associated with the Account.
- **"Credit Account" or "Account"** means the credit card account we open for you, which is used to record transaction activity made by you when you access or otherwise use the line of credit we extend to you.
- **"Credit Limit"** means the maximum amount of credit which may be outstanding at any time on the Credit Account. The Credit Limit will be determined by the Bank.

General Terms and Conditions

1. **Availability:** Credit Accounts are only available to deposit customers of Montecito Bank & Trust.
2. **Company's Representations, Warranties And Covenants:** Effective upon the opening of the Account, and continuing until termination of this Contract and satisfaction of all obligations of Company hereunder, whichever occurs last, Company covenants, represents, and warrants the following to us:
 - **Legal Status:** Company is in good standing and duly qualified to do business in each jurisdiction where it conducts its business and has the full power and authority to carry out its business as

presently or hereafter conducted.

- **Authority to Enter into Card Contract:** Company has full power and authority to enter into and perform all obligations under this Contract, and Company has been duly authorized to do so by all necessary organizational action.
 - **Authority of Signing Representative:** You attest that each person signing as an authorized representative of the Company is, pursuant to all requisite resolutions, governing documents or other corporate actions, authorized to (i) apply on behalf of the Company for an Account, (ii) enter into borrowing agreements and obligate the Company to repay indebtedness, (iii) designate Cardholders, and (iv) complete and execute all forms, documents and agreements required to establish and maintain the Account.
 - **No Conflict with Other Documents:** Company's entering into and performing all obligations under this Contract are not inconsistent with any of Company's governing documents, and do not and will not contravene any provision of or constitute a default under any indenture, mortgage, contract, or other instrument to which Company is a party or by which Company is bound.
 - **Accurate Information:** All information that Company has provided and will provide at any time in the future is and will be accurate, and the Company's Chief Financial Officer or Operating Officer (or other person with equivalent knowledge and responsibility regardless of that person's title) will certify the accuracy of such information on request.
 - **Further Assistance:** At the Bank's request, Company shall deliver, in a form acceptable to Bank, any legal documents, financial statements or information. Company shall also promptly notify Bank of any significant change in its business or other development (for example, an Internal Revenue Service investigation) that has or may have a material adverse effect on Company's business.
 - **Specially-Designated Nationals (SDN) Screening:** Bank complies with applicable anti-money laundering laws, including screening customer names against SDN lists administered by the U.S. Treasury's Office of Foreign Assets Control (OFAC). Company assumes the responsibility of requesting Cards only for persons that it has verified are not identified on the OFAC SDN list, and Company shall hold us harmless in the event we issue Cards Company requested to any such identified person.
3. **Your Responsibility for the Account:** You have requested an Account(s) from us. You agree (jointly and severally if more than one) to be bound by the terms and conditions contained in this Contract. You are responsible for the balance on the Account and you agree to pay the balance under the terms of the Contract. You agree and acknowledge that individual Cardholders have no obligation to make payment for Charges incurred on a Card or the Account and that the sole responsibility for same lies with Company. The person named on the front of each Card must sign the back of the Card. The Cards remain our property and you agree to return them upon our request or we have the right to have a merchant keep the Card and return it to us. If your Card is lost or stolen or you suspect unauthorized use of your Account, you agree to notify us immediately. Other provisions on unauthorized use of the Card appear below.
4. **Using the Account:** You may use the Card and your Account for business purposes only and not for personal, family or household purposes. You understand that we have no responsibility to determine whether any transaction or series of transactions complies with this limitation. You agree that a breach by any Authorized Cardholder of this provision will not affect our right, subject to applicable law, to (i) enforce your promise to pay for all amounts owed under this Contract, regardless of the purpose for which any particular transaction is made, or (ii) use any remedy legally available to us, even if that remedy would not have been available had the Account been established as a consumer Account.
5. **Account Administrator:** The Administrator will have full access to the Account through the Online Access Management tool. Administrator's functions include, but are not limited to:
- Add new Cardholder accounts and issue new cards.

- Handle service requests from Cardholders.
- Reset online access for Cardholders.
- Set or change account limits for Cardholders.
- Set or change contact information for the relationship and Accounts.
- Make a one-time payment directly to the Account.
- Reallocate relationship credit limit between individually billed and consolidated billed accounts.
- View Reports related to delinquency, merchant category codes spending, and transactions.
- Bank will not oversee the Administrator, or any activity or function of the Administrator. You agree to the authorization of the Administrator and all actions taken, or not taken, by the Administrator and agree to defend, indemnify and hold Bank harmless as to any actions taken, or not taken, by the Administrator. You must notify the Bank immediately if you terminate or change the Administrator.

6. **Account Use Restrictions:** Without limiting the foregoing, you are not allowed to use your Account for:

- **Internet Gambling:** Any gambling businesses in connection with the participation by others in unlawful Internet gambling. We have elected to not offer accounts to organizations that offer or sponsor Internet gambling. Commercial accounts receiving or processing Internet gambling transactions are subject to closure.
- Manufactured spending.
- Marijuana plants or products of any type.
- To make payments to this Card or any other loan payments to us or our affiliates.
- To conduct transactions in any country or territory, or with any individual or entity, that is subject to governmental economic sanctions.
- Unless permitted by applicable Visa rules or applicable law, no Card may be distributed, transferred, or in any way provided to residents of India. Nothing in this Section 6, however, shall be construed as a restriction on the issuance, distribution, transfer, or use of the Card based on any person's national origin or any other prohibited basis.
- For personal, family or household purposes.
- For any other purpose or transaction we reasonably deem to be unlawful or unduly risky.
- Charges that if approved would exceed your current Credit Limit. We can close or suspend the Account at any time, subject to any notice required by law.

We may block any such transactions. Notwithstanding the foregoing, Company will remain fully obligated to pay any indebtedness incurred in contravention of the foregoing limitations. We may also limit the number or amount of Charges you can make on the Account. You may select a PIN (Personal Identification Number) to use ATMs to obtain Cash Advances. Cash Advances at ATMs are limited to \$1,010 per day, but may be subject to additional ATM-specific limitations.

7. **Your Credit Limit:** We will set a Credit Limit for your Account and may change it at any time without giving you prior notice. The Credit Limit will be printed on your Statements from time to time. You may set Credit Limits for each Card on your Account, but the aggregate Credit Limits of the Cards cannot exceed your Account Credit Limit. You may not exceed your Credit Limit at any time. If your balance is ever more than your Credit Limit, you must pay the amount over your Credit Limit immediately, and we may suspend your Account. Your Cash Advance limit will be a certain percentage of your total Credit Limit, as we may determine from time to time.

8. **Rewards:** You will earn points for every purchase made with your Card. Points are redeemed as a credit to the balance on your Account. All Cards are automatically enrolled in the rewards program and will start earning points the first time a purchase transaction is made with the new Card. Points will accrue, redeem for cash, and post automatically to your account each month. The total number of points will display on the monthly account statement. Each point is worth \$0.01 cent and you will earn 1 point for every \$1 dollar spent on purchases (excluding Balance Transfers and Cash Advances, either through an ATM or over the counter).
9. **Monthly Billing Statements:** We will send you a statement approximately every month showing the Account activity, fees and interest (each, a "Statement"). It will also show your Minimum Payment and Payment Due Date. If you have any questions about your Statement, please write:

Card Services
P.O. Box 182477
Columbus, OH 43218-2477

Or call toll-free 1-855-256-9153.

10. **Payments:** Payments should be sent to the address on the payment coupon with your Statement. If you send a payment to any other address, there may be a delay in crediting it to your Account. We do not lose any of our rights to collect the full balance if we accept late payments, partial payments or checks or money orders marked "payment in full" or similar language. Do not send us postdated checks. If you do, we may deposit these checks when we receive them and will not be liable for any fees that may result. We will post payments as of the date we receive them, unless a later posting would result in no increased interest or other charges. We may convert and present your payment or a payment returned unpaid from your bank electronically. If this occurs, your check will not be sent to your bank, but they can get a copy of it at your request.

11. **Minimum Payment and Monthly Payment:** You may pay your entire balance at any time, without penalty. You must pay at least the Minimum Payment each month by the payment due date. The Payment Due Date will be at least twenty-one (21) days from the Closing Date. The Closing Date is the last day of the billing cycle.

Monthly Payment: If your balance is less than \$30, the Monthly Payment is the balance. If your balance is greater than \$30, your Monthly Payment is 5% of the balance or \$30, whichever is greater.

Minimum Payment: The Minimum Payment is the sum of any past due Monthly Payments plus the current Monthly Payment plus any amount over your Credit Limit.

If you do not pay your Minimum Payment due by the Payment Due Date plus any days of grace provided for by this Contract, you will be billed a Late Fee until the Account is not past due. A separate Late Fee may be charged for each late payment.

12. **Applying your Payments:** In general, your payments will be applied in the following order: Unpaid Interest, Unpaid Fees and other Charges; and then principal balance. Payments received in excess of the Minimum Payment due will be applied to the highest annual percentage-rate balance before being applied to other balances. When no balance has a higher rate than any other we may apply the excess amount to any balance or balances in our reasonable discretion. Making payments over your Minimum Payment Due does not pre-pay your future Minimum Payments.
13. **Payment Methods:** All payments must be made in U.S. dollars and drawn on a financial institution located in the United States. Do not send cash through the mail.
14. **How Interest and Fees are Calculated:** On each Statement for each billing cycle, we will disclose the total amount of interest charged and fees charged for that billing cycle. Interest is calculated as set forth in this Section 14. Fees are set forth in Section 15 below.

- A. Purchases. For your balance for purchases, we calculate the amount of periodic interest in three steps:
- (1) We determine the outstanding balance of purchases on your Account for each day of the billing cycle by (i) starting with the day's beginning purchases balance, (ii) adding new purchases (and other Charges that are not balance transfers or cash advances) posted to your Account that day, (iii) subtracting payments and credits posted to purchases that day, and (iv) excluding all unpaid interest and late charges.
 - (2) We add up the outstanding balances for each day of the billing cycle and divide that sum by the number of days in the cycle, to arrive at an Average Daily Balance—Purchases for the cycle.
 - (3) We then multiply the Average Daily Balance-Purchases by the Monthly Periodic Rate (shown below) to arrive at the total amount of interest charged on purchases for that billing period, which will be shown on your monthly Statement.
 - (4) The Monthly Periodic Rate for purchases is 1.02%, 1.37%, or 2.03% which corresponds to an **ANNUAL PERCENTAGE RATE** of 12.24%, 16.44%, or 24.34%.
 - (5) Grace Period for Purchases. We will not assess interest on purchases if the new balance for purchases shown on your Statement is received by the payment due date. If any part of the new balance is not received by the payment due date, interest will accrue on all purchases from the date they are posted to your Account and will continue to accrue until paid in full.
 - (6) Promotional rate period. For the first twelve billing cycles ("Introductory Period") after the Account is first opened your monthly periodic rate and annual percentage rate for purchases will be equal to 0.00%; thereafter, the standard interest rate for purchases, balance transfers, and cash advances.
- B. Balance transfers. For your balance for balance transfers, we calculate the amount of periodic interest in three steps:
- (1) We determine the outstanding balance of balance transfers on your Account for each day of the billing cycle by (i) starting with the day's beginning balance-transfers balance, (ii) adding new balance transfers posted to your Account that day, (iii) subtracting payments and credits posted to balance transfers that day, and (iv) excluding all unpaid interest and late charges.
 - (2) We add up the outstanding balances for each day of the billing cycle and divide that sum by the number of days in the cycle, to arrive at an Average Daily Balance—Balance Transfers for the cycle.
 - (3) We then multiply the Average Daily Balance-Balance Transfers by the Monthly Periodic Rate (shown below) to arrive at the total amount of interest charged on balance transfers for that billing period, which will be shown on your monthly Statement.
 - (4) The Monthly Periodic Rate for balance transfers is 1.02%, 1.37%, or 2.03% which corresponds to an **ANNUAL PERCENTAGE RATE** of 12.24%, 16.44%, or 24.34%.
 - (5) **No Grace Period for Balance Transfers**. There is no grace period for balance transfers. Interest accrues on balance transfers beginning on the transaction date and will continue to accrue until the date they are paid in full.
 - (6) Promotional rate period. For the first twelve billing cycles ("Introductory Period") after the Account is first opened your monthly periodic rate and annual percentage rate for balance transfers will be equal to 0.00%; thereafter, the standard interest rate for purchases, balance transfers, and cash advances.

C. Cash advances. For your balance for cash advances, we calculate the amount of periodic interest in three steps:

- (1) We determine the outstanding balance of cash advances on your Account for each day of the billing cycle by (i) starting with the day's beginning cash-advances balance, (ii) adding new cash advances posted to your Account that day, (iii) subtracting payments and credits posted to cash advances that day, and (iv) excluding all unpaid interest and late charges.
- (2) We add up the outstanding balances for each day of the billing cycle and divide that sum by the number of days in the cycle, to arrive at an Average Daily Balance—Cash Advances for the cycle.
- (3) We then multiply the Average Daily Balance-Cash Advances by the Monthly Periodic Rate (shown below) to arrive at the total amount of interest charged on cash advances for that billing period, which will be shown on your monthly Statement.
- (4) The Monthly Periodic Rate for cash advances is 1.02%, 1.37%, or 2.03% which corresponds to an **ANNUAL PERCENTAGE RATE** of 12.24%, 16.44%, or 24.34%.
- (5) **No Grace Period for Cash Advances**. There is no grace period for cash advances. Interest accrues on cash advances beginning on the transaction date and will continue to accrue until the date they are paid in full.
- (6) Promotional rate period. For the first twelve billing cycles ("Introductory Period") after the Account is first opened your monthly periodic rate and annual percentage rate for cash advances will be equal to 0.00%; thereafter, the standard interest rate for purchases, balance transfers, and cash advances.

15. **Account Fees**: You agree to pay us the following fees which will be billed to your Account as a purchase; however they will not accrue interest:

- **Late Fee**: You will be billed up to **\$15** if your payment is not received within 15 days after the payment due date, except that the fee will not exceed the dollar amount associated with the violation.
- **Returned Payment Fee**: You will be billed up to **\$25** if your payment is returned for any reason, except that the fee will not exceed the dollar amount associated with the violation.
- **Cash Advance Fee**: You will be billed a fee of **\$10** or **4%** of the amount of each Cash Advance, whichever is greater.
- **Balance Transfer Fee**: You will be billed a fee of **\$5** or **3%** of the amount of each Balance Transfer, whichever is greater.
- **Foreign Currency Fee**: You will be charged a **3%** foreign currency fee for each Charge converted from a foreign currency to U.S. dollars.
- **Statement Copy Fee**: You will be billed **\$10** for each Statement copy requested.
- **Retrieval Fee**: You will be billed **\$25** for each document you request, other than a Statement copy.
- **Rush Card Fee**: You will be billed **\$50** if you request a Card be sent by express courier.

16. **Lost or Stolen Cards**: If your Card is lost, stolen or being used without your permission, call us toll- free at 1-855-256-9153, 24 hours a day. You should also write to us at the address set forth on your Statements. Do not use the Card or Account after you have notified us. Except as otherwise limited by law or this Contract (for example, see Sections 21 and 22 below), for transactions conducted using your Card that do not qualify as "unauthorized use" (as defined in Section 22 below), you may be liable for the entire amount of the transactions.

17. **If Card is Refused**: We are not responsible and have no liability if your Card or Account is not accepted for

a Charge. Although you may have the credit available, we may be unable to authorize access to credit due to system difficulties or mistakes. If your Account is over the Credit Limit or past due, authorization for use may be declined.

18. **Cardholder Privacy:** Your telephone calls with our representatives may be recorded for quality control and other purposes. If we receive instructions by telephone from someone we believe to be representing you, we may, at our sole discretion, follow or refuse to follow the instructions. Our understanding of such instructions and our records shall be conclusive evidence of the actual instructions given.

We may use automated telephone equipment or pre-recorded telephone calls to contact you at any number you provide to us or that we obtain, including any cellular telephone number. You agree that we will not be responsible for the release of information to anyone who has gained possession of a Card, Credit Account Number or Social Security Number.

19. **Calls and Text Messages to Your Cellular Phone:** If you provide us with your cellular phone number or contact us from your cellular phone, you are providing this phone number for us or any third party acting on our behalf to contact you at this number. You agree that we may use this phone number to contact you for any business purpose about your Account and you agree to be responsible for any fees or charges you incur as a result of providing this information. You may request this number not be used. We may offer options for text messages or other electronic communications that may be received or accessed from your cellular phone and you understand and agree that by enrolling in these services, you are responsible for any fees or charges you incur as a result of this enrollment.

20. **What To Do If You Find A Mistake On Your Statement:**

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

Montecito Bank and Trust
P.O. Box 183258
Columbus, OH 43218-3258.

In your letter, give us the following information:

- Account information: Your name and Account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of the problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your Statement.
- If you have enrolled in automatic payment, at least 3 business days before the automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors **in writing**. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

We may investigate disputes and billing errors, and may, in our sole discretion, attempt to facilitate their resolution or correction, but we will not be responsible for resolving or correcting them. You may not assert disputes you may have with a merchant against us, as, for example, when you believe that the goods or services purchased with a Card were defective, not delivered, or not as promised. Any such dispute is solely between you and the merchant, and you must still pay the total amount of the transaction plus any appropriate charges we may be authorized to make. We may, in our sole discretion, attempt to facilitate a resolution with the merchant, but we will not be responsible for doing so, whether or not we make any efforts in that regard. In any event, we also reserve the right to deny authorization of any transactions.

21. **Visa Zero Liability for Unauthorized Card Transactions:** The following limitations may apply to

your Account, except as otherwise provided by law: The zero liability limit described below only applies to Cards that are United States issued Visa Cards for transactions processed through a VISA network or, for ATM transactions, a Plus network. The zero liability limit described below does not apply to: (a) Visa commercial cards that are not Visa Business Cards; (b) transactions using your personal identification number that are not processed through a Visa network; and (c) ATM transactions which are not sent over Visa or Plus networks.

Tell us **AT ONCE** if you believe your Card has been lost or stolen or if you believe any unauthorized transactions have been made using your Card. If the Visa Zero Liability Policy applies to your Account, your liability for unauthorized Visa Card transactions that are processed through a Visa or Plus network, as applicable, will be zero dollars (\$0.00). However, to the extent allowed under applicable law (which may limit your liability to \$50, as explained in Section 22 below), we may hold you liable for the entire amount of an unauthorized transaction if we find, based on substantial evidence, that you have been negligent or fraudulent in the handling of your Account or Card.

To notify us of lost or stolen Cards, or of unauthorized transactions, call or write to us at the telephone number or address set forth in the "Lost or Stolen Cards" paragraph above. This will help prevent unauthorized access to your account and minimize any inconvenience.

22. **Other Provisions on Liability for Unauthorized Transactions:** If the zero-liability provisions of Section 21 above do not apply, your liability for any unauthorized use of the Cards will be governed by this Section 22. As permitted by law, if 10 or more Cards are outstanding on Company's Card Account, Company is liable for all charges on the Cards, including any charges that result from unauthorized use. However, at any time that 9 or fewer Cards are outstanding on Company's Card Account, Company's liability due to unauthorized use of any one Card will not exceed \$50.00.

As used in this Contract, "unauthorized use" means the use of a Card or the Account by a person, other than the named Cardholder, who does not have actual, implied, or apparent authority for the use, and from which you receive no benefit.

23. **User Liability:** Notwithstanding any other provision in this Contract, any person who uses the Card or Account, whether authorized or not, is liable to pay for that user's own use, even if Company is not liable.
24. **Termination Of Authorized Cardholder's Employment:** If a Cardholder's (i) employment with the Company is terminated, or (ii) responsibilities change with regard to use of the Card, the Company will immediately notify the Bank in writing of such termination or change ("Notification"), so that the Bank can cancel the Cardholder's Card. Until the Bank receives such Notification, the Card shall remain subject to this Contract and the Company shall remain liable for all transactions conducted by use of the Card unless otherwise specifically set forth herein. The use of a Card at any time by a Cardholder, or by another person with a Cardholder's knowledge, even if the Cardholder is no longer employed or associated with the Company, shall not constitute unauthorized use, subject to applicable law and the terms of this Contract.
25. **Dispute Resolution – Mediation and Judicial Reference:** Any claim, including any and all questions of law or fact relating to a claim, shall, at the written request of any party, be exclusively determined by reference pursuant to California Code of Civil Procedures ("CCP") Section 638 *et seq.* and as set forth below.

The parties shall select a single neutral referee, who shall be a retired California state or federal court judge. The parties shall not seek to appoint a referee that may be disqualified pursuant to CCP Section 641 or 641.2 without the prior written consent of all parties. If the parties are unable to agree upon a referee within ten (10) calendar days after one party serves a written notice of intent for judicial reference upon the other party, then the referee will be selected by the court in accordance with CCP Section 640(b).

The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the CCP, California Rules of Court, and California Evidence Code, except as otherwise specifically agreed by the parties and approved by the referee. The decision of the referee shall be entered as a judgement in the court in accordance with the provisions of CCP Sections 644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner as such decision would be appealable if rendered by a judge of the superior court.

Nothing in this Contract shall preclude any party from seeking injunctive relief, but no equitable relief other than injunctive relief shall be sought from such court. The statute of limitations, estoppel, waiver, laches, and similar doctrines, which would otherwise be applicable in any action brought by a party, shall be applicable in any judicial reference proceeding.

In the event that any provision of this Contract relating to judicial reference is found to be illegal or unenforceable, the remainder of this Contract shall remain in full force and effect.

26. **Fees, Costs, and Expenses:** During the pendency of any Claim which is submitted to judicial reference in accordance with this Contract, each of the Parties to such Claim shall promptly pay equal shares of the fees charged and costs incurred by the referee in performing the services described in this Contract, unless the referee orders otherwise. The compensation of the referee shall not exceed the prevailing rates for like services.
27. **Delay in Enforcement:** We can delay enforcing or fail to enforce any of our rights under this Contract without losing them.
28. **Credit Reports:** You authorize us to obtain credit reports about you, or any individual on the Application who agrees to be liable with the Company, or sole proprietors of Company, for any legitimate business purpose. We may obtain a credit report for reviewing, modifying the terms, renewing the Account or collection. 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.
29. **Change in Terms of your Credit Account:** We may change any term of this Contract at any time for any reason. We will give you notice if and as required by law. You may have the right to reject the change in terms, depending on the type of change, and, if you do, then to the extent permitted by law your Account will be closed and you will remain responsible for paying off the balance under the terms of this Contract then in effect.
30. **Governing Law:** This Contract and all matters arising out of the issuance or use of any Card or Account shall be governed by, and construed in accordance with, federal law and, to the extent not preempted, the laws of the state of California.
31. **Severability:** If any provision of this Contract is invalid or unenforceable under any law, rule or regulation of any governmental agency, Federal, state or local, it shall not affect the validity or enforceability of any other provision of this Contract.
32. **Default:** You will be in default of this Contract if any of the following occur: (1) You do not make any Minimum Payment on your Account on or before the Payment Due Date; (2) You die or become legally incapacitated; (3) You become insolvent or bankrupt; (4) You exceed or attempt to exceed your Credit Limit; (5) You have provided us with false or misleading information or signatures at any time; (6) You fail to comply with this Contract in any other respect; or (7) You default in the payment of any other obligation to us or our affiliates; (8) You experience any material adverse change in your business, operations, or financial condition; or (9) we consider ourselves or any debts due under this Contract unsafe or not completely secure or if we believe, in good faith, that the chances of your paying or performing all of your obligations under this Contract have been impaired.
33. **Remedies for Default:** If you are in default, we may immediately cancel, suspend or terminate your Account, at our sole option, and do not have to give you notice. All Cards will be immediately suspended, and you agree that you will return the Card(s) to us. If we suspend or cancel your Account, you agree to pay your Minimum Payment as required by this Contract until your balance is paid in full. If we terminate your Account you must pay the balance in full immediately, with or without demand from us. If you resolve a default situation, we can still declare the same or another default later on your Account.
34. **Cancellation:** You may cancel your Account at any time by notifying us in writing at the address on your Statement and returning all Cards issued on your Account (cut in half). Even if your Account is closed, you agree to pay the balance on the Account under the terms of this Contract. To the extent permitted by law, we can suspend your Account privileges or cancel your Account at any time, for any reason. We will notify

you after we do so, unless you are in default at that time. We have no obligation to notify you prior to suspending your charging privileges or cancelling your Account.

35. **Collection Costs:** Unless prohibited by applicable law, if we start collection proceedings to recover amounts you owe us by reason of this Contract, you agree to pay reasonable attorney's fees and other collection costs.
36. **Headings:** The headings used in this Contract are for convenience only and are not intended to define, limit or describe the scope or intent of this Contract or in any way affect this Contract.
37. **Change in Name or Address:** If you move or change your name, you must inform us immediately. The notice must be sent to the address set forth in your Statement. All written notices and Statements from us to you will be considered given when placed in the United States mail, postage prepaid, and addressed to you at your current address as it appears in our records.
38. **Account Assignment:** We may sell, assign or transfer all or any part of your Contract and Account without notice to you. You may not sell, assign or transfer the Cards or your Account.
39. **Entire Agreement:** This Contract constitutes the entire agreement of the parties relating to the subject matter addressed in this Contract. This Contract supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Contract, whether oral or written.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	<p>0.00%</p> <p>Introductory APR for one year. After that, your APR will be</p> <p>12.24 – 24.34%</p> <p>Based on creditworthiness. This APR will vary with the market based on the Prime Rate.</p>
APR for Balance Transfers	<p>0.00%</p> <p>Introductory APR for one year. After that, your APR will be</p> <p>12.24 – 24.34%</p> <p>Based on creditworthiness. This APR will vary with the market based on the Prime Rate.</p>
APR for Cash Advances	<p>0.00%</p> <p>Introductory APR for one year. After that, your APR will be</p> <p>12.24 – 24.34%</p> <p>Based on creditworthiness. This APR will vary with the market based on the Prime Rate.</p>
Penalty APR and When it Applies	There is no penalty APR
Paying Interest	Your due date is at least 21 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
Balance Transfer	Either \$5 or 3% of the amount of each cash advance, whichever is greater.
Cash Advance	Either \$10 or 4% of the amount of each cash advance, whichever is greater.
Foreign Currency	3% of the transaction amount.
Late Payment	Up to \$15 assessed 15 days after payment due date.
Returned Payment	Up to \$25

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)." See Section 14 of this Contract for more details.

Other Fees: Rush Card Fee \$50.00 • Sales Receipt/Retrieval Fee \$25.00 • Statement Reprint Fee \$10.00