

<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>29.99%</b>
<b>How to Avoid Paying Interest</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$1.00.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a></b>
<b>Fees</b>	
<b>Annual Fees</b>	<b>None</b>
<b>Penalty Fees</b>	
• Late Fee	Up to <b>\$38</b>
• Returned Payment Fee	Up to <b>\$35</b>

**How We Will Calculate Your Balance:** We use a method called "Average Daily Balance (including new transactions)." See Section 3 of your Cardholder Agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your Cardholder Agreement.

**Right to Reject:** If you made a phone purchase with the account before receiving your Cardholder Agreement in writing, you may reject the account. To reject the account, you must call TD Bank at 1-800-252-2551 within 45 days of opening the account. If you do so, the account will be closed and you will be not responsible for any fees or charges on the account. You must also return any undamaged merchandise. Alternatively, you may pay for the merchandise with another form of payment. Returns made as part of your right to reject are not subject to mailing or return-shipment costs.

**Current Rates on the Account:** The Daily Periodic Rate for standard purchases is **0.082164%** (which corresponds to an **APR of 29.99%**).

**Active Duty Service Members and Dependents:** Effective October 3, 2017, if you would like more information about special protections that may apply to your account, please call 1-800-877-7467.

The information about the costs of credit described in this Account Summary Table and the Cardholder Agreement is accurate as of March 2018. This information may have changed after that date. To find out what has changed, call us at 1-800-252-2551 or write to us at: P.O. Box 731 Mahwah, New Jersey 07430.

#### YOUR CARDHOLDER AGREEMENT WITH US

In this Cardholder Agreement (the "Cardholder Agreement" or "Agreement") "you" and "yours" mean the borrower(s) and "we," "us" and "Bank" mean TD Bank, N.A. "Account" means the credit Card Account governed by this Agreement. "Card" means any device we provide to you to access your Account. Card may include, but is not limited to, your Account number stored on a participating website or mobile wallet (your "Virtual Card"), physical cards, electronic tokens, or any other access device we authorize. You may only receive a Virtual Card when you open your Account. You may or may not receive a physical Card depending on the program.

TD Bank, N.A. is the issuer of your Card and owner of your Account. All extensions of credit in connection with the Account are made by the Bank. This Agreement establishes the terms of the Account and should be retained for your records. By signing for your first purchase, keeping or otherwise accepting the Card or Account, you agree to the terms and conditions of the Agreement. The entire Agreement includes this document, the Account Summary Table, and the application you submitted in connection with the Account. This Agreement also includes any changes we make to these documents from time to time.

**1. Your Promise to Pay and How to Use Your Account:** You will be liable for all use of the Card or the Account by you or by any person with actual, implied, or apparent authority to act for you or to use the Card or the Account, including but not limited to any person you have designated to us as an authorized user ("Authorized User"). Any such use will constitute acceptance of all the terms and conditions of this Agreement, even though this Agreement is not signed.

You authorize us to pay and charge your Account for any and all purchases resulting from the use of the Card or the Account (each a "Purchase"). You promise to pay us (in U.S. Dollars drawn on U.S. banks) as required by this Agreement for all of these Purchases, plus interest charges and all other fees and charges owed under this Agreement (including, without limitation, all Purchases made or used by an Authorized User).

Use of the Card or Account may include physical use, orders by mail or telephone, computer or other electronic transactions made without presenting the Card, or any other circumstance where you authorize a charge or authorize someone else to make a charge to the Account. You agree to use the Card and the Account only for your own lawful personal, family or household purposes. You agree that you and each Authorized User will not use the Card or the Account for any business or commercial purposes or for any unlawful or illegal purposes. Such unlawful or illegal transactions include, but are not limited to, online gambling transactions, and any betting transactions that are illegal under applicable law including the purchase of lottery tickets or casino chips, or off-track betting and wagering. We reserve the right to block all such transactions. However, in the event that a charge or transaction described in this disclosure is approved and processed, you will still be liable for the charge to the fullest extent permitted by applicable law. If this is a joint account, we may require that you pay the full amount owed without first asking any other person to pay.

#### **2. About the Financing Offers that Might be Available to You for Eligible Transactions:**

The following financing offers may be available from time to time to accounts that are open and in good standing:

**a. Generally:** Notwithstanding any other provisions of this Agreement, we may occasionally, at our option, make certain financing offers available for certain types of Purchases ("Promotional Offers"). Details of the Promotional Offer will be described in the specific offer. Features of Promotional Offers may include, among other things, interest-free periods; deferral and forgiveness of interest if a purchase is paid in full within the promotional period (and any other conditions are satisfied); reduced interest rates; and/or special payment terms, including payments higher than otherwise required. The benefits of Promotional Offers may be contingent upon payment of your Account in accordance with this Agreement and/or the Promotional Offers. Information about Promotional Offers will be shown separately on your monthly billing statement ("Statement") as long as the Promotional Offer is in effect. If you use your Account with a Promotional Offer, you acknowledge and agree that the specific terms of the Promotional Offer will modify and become part of this Agreement, and all other terms and conditions of this Agreement will apply to the Promotional Offer. The standard provisions of this Agreement apply to all transactions not subject to a Promotional Offer. **Subject to applicable law, we may condition any Promotional Offer on your compliance with the specified requirements and may not permit you to participate in additional Promotional Offers, if any, if you are late on any payment(s).**

**b. Promotional Offers that May be Available to You:** If a Promotional Offer is available at the time of your purchase, you will receive information at that time regarding the terms of the offer. **There may be certain required minimum purchase amounts that must be met for a purchase to be eligible to be financed on a given Promotional Offer.** There also may be other restrictions. The specific terms of the type of Promotional Offers that we may make available to you for certain transactions from time to time are as set forth below in this Section 2; provided, however, that such terms may be modified or supplemented by the terms set forth on or with the sales receipt that you receive at the time of the purchase.

#### **c. Examples of Promotional Offers that May be Available for Eligible Transactions:**

**Promotional Offers with Deferred Interest and with Standard Payment Terms:** For this type of Promotional Offer, deferred interest charges are computed at the APR for standard Purchases (listed in the Interest Rates and Interest Charges section of the Account Summary Table (the "table of Interest Rates and Interest Charges")) from the date of purchase until the end of the promotional period. If on-time payments on the Account have been made during the promotional period and the promotional Purchase balance is paid in full within the promotional period, the deferred interest charges are waived.

If the promotional purchase balance is not paid in full by the promotional expiration date, the total amount of deferred interest charges will be assessed to your Account. After the Promotional Offer period has expired, interest will continue to be charged on the remaining balance (and also on any deferred interest assessed) at the then current standard APR for Purchases listed in the table of Interest Rates and Interest Charges, on any remaining balance until paid in full.

For this type of Promotional Offer there is no special payment calculation and the minimum payment relating to the promotional balance is calculated in accordance with Section 5 of this Agreement. **If you only make minimum monthly payments during the term of this Promotional Offer you will not pay off the promotional balance at the end of the promotional period and deferred interest will be assessed. Payments above the minimum amount due on your Statement are required pay off the promotional balance to avoid paying the deferred interest.** The Promotional Offer period for this type of offer will generally be from 6 to 24 months.

**Promotional Offers with a 0% APR and with an Equal Number of Payments Term:** For this type of Promotional Offer, the APR for Purchases will be 0% from the date of the purchase until the promotional balance has been paid in full.

For this type of Promotional Offer, the minimum payments on the promotional balance are designed to pay the promotional balance in full at the end of the promotional term if on-time payments are made and will equal the amount of the purchase divided by the number of months in the promotional period. This amount is then rounded up to the nearest dollar. The Promotional Offer period for this type of offer can be from 12 to 96 months.

**Promotional Offers with a Reduced APR and with Fixed Monthly Payments Term:** For this type of Promotional Offer, the APR for Purchases will be the reduced APR disclosed to you at the time of the purchase. We will begin charging interest at the reduced APR from the first day of the billing cycle that begins immediately after the billing cycle in which the reduced APR promotional balance is added to your Account. You can avoid paying interest on this type of Promotional Offer Purchase by paying all of the following, as shown on the first statement that includes the reduced APR promotional balance: 1) the required Minimum Payment Due; 2) all outstanding balance(s) with an APR higher than the APR on the reduced APR balance; 3) any deferred interest promotional balance that is within the last two billing cycles of the applicable promotional period; and 4) the total of the reduced APR promotional balance. Otherwise, interest at the reduced APR is charged from the first day of the billing cycle that begins immediately after the billing cycle in which the reduced APR promotional balance is added to your Account until the promotional balance has been paid in full.

For this type of Promotional Offer, the minimum payments are designed to pay the promotional balance in full at the end of the promotional term if on-time payments are made. Payments are calculated by adding the promotional balance and the amount of interest that would be assessed on the promotional balance during the promotional term at the applicable APR if only on-time minimum payments are made. This amount is then divided by the number of months of the promotional period and rounded up to the nearest dollar. The Promotional Offer period for this type of offer can be from 24 to 72 months.

### 3. How We Calculate the Interest Charges on Your Account:

**a. Interest and Any Minimum Interest Charges:** Each billing cycle, we separately determine the interest charges on standard Purchases and each separate kind of promotional Purchase (each, a "Type of Balance"). For each Type of Balance, we determine interest charges each billing cycle by multiplying the Balance Subject to Interest Rate by the applicable Daily Periodic Rate (see Section 4 for Interest Rate information) and by then multiplying the result by the number of days in the billing cycle. For each Type of Balance, the Balance Subject to Interest Rate is the average daily balance (including new transactions), as calculated pursuant to Section 3.b. below. To get the total interest charges each billing cycle, we add together the interest charges for all Type of Balances. We charge a Minimum Interest Charge (or "Minimum Charge") of \$1.00 in any billing cycle in which you owe interest. If a minimum interest charge is assessed on your Account in a billing cycle, it will appear on your Statement as a "Minimum Charge" and will be included in the "Interest Charged" section on your Statement.

**b. How We Will Calculate Interest on Your Account:** We use a method called "Average Daily Balance (including new transactions)" to compute the interest charge. For each Type of Balance, the Balance Subject to Interest Rate is the total of the closing daily balances for such Type of Balance for all the days in the billing cycle (treating any negative balance as \$0), divided by the number of days in such cycle. Generally, the closing daily balance for each Type of Balance equals the balance at the beginning of the day, plus any new transactions of the same Type of Balance and less any payments applied to such transactions. At the beginning of each billing cycle, the closing daily balance for each Type of Balance will also include any applicable interest charges and fees carried over from the immediately preceding billing cycle; and in the case of a deferred interest Promotional Offer, it will include any interest charges that may have been assessed on the unpaid promotional balance at the end of the Promotional Offer term.

**c. How Interest Accrues and How to Avoid Paying Interest on Purchases:** On each Purchase, interest begins to accrue on the transaction date. Generally, you can avoid paying interest on standard Purchases in any given billing cycle if you pay your entire statement closing date balance (identified on your Statement as the "New Balance") for that billing cycle in full by the Payment Due Date reflected on that Statement.

If you have a promotional balance(s) on your Account, you may still be able to avoid paying interest on standard Purchases provided you pay by the Payment Due Date, the amount that equals the required Minimum Payment Due for that billing cycle plus the total outstanding standard Purchase balance as of the first day of that billing cycle.

For each Type of Balance that is a separate kind of promotional Purchase, please see Section 2 of this Agreement for more information about how to avoid paying interest on these transactions.

**d. Treatment of Late Fees and Returned Payment Fees:** We do not charge interest on Late Fees or Returned Payment Fees.

**4. The Interest Rates on your Account:** The "Annual Percentage Rate" or "APR" is the annual rate of interest charged on Account balances. In connection with a special promotion we may charge a reduced promotional rate of interest (which could be as low as a 0% APR). The Daily Periodic Rate ("DPR") will equal the APR divided by 365. See the enclosed Account Summary Table for the APR(s) on this Account and the corresponding DPR(s).

**5. A Minimum Payment is Due Each Month:** Each billing cycle you agree to pay at least the minimum payment due by the payment due date shown on your monthly Statement (the "Minimum Payment Due"). Each Minimum Payment Due will be due the same day of each month ("Payment Due Date") as reflected on the Statement (which will be at least 25 days after your statement closing date each month).

The Minimum Payment Due will be calculated as follows:

- (1) For each Purchase balance without a special payment calculation, the greater of: (a) interest charges assessed during the billing cycle plus 1% of the outstanding balance on which interest was calculated, or (b) 3.5% of the outstanding balance, each rounded up to the nearest dollar; plus
- (2) each payment amount due in connection with each balance that is subject to a Promotional Offer that has a special payment calculation as described in Section 2 of this Agreement, rounded up to the nearest dollar; plus
- (3) any applicable fees and charges (except interest charges) assessed in the particular billing cycle; plus
- (4) any past due amount.

This amount is then rounded up to the nearest dollar.

Credits, adjustments, refunds and similar Account transactions may not be used in place of payment of any portion of a required minimum payment. If you pay ahead by paying more than the Minimum Payment Due in one billing cycle, you will not be excused from paying the Minimum Payment Due in subsequent billing cycles.

**6. If You Pay Late You Will be Assessed a Late Fee:** The first time a Minimum Payment Due is not received by the Payment Due Date on the Statement, we may charge you a late fee of an amount equal to the Minimum Payment Due or \$27, whichever is less. If over the next six billing cycles, the Minimum Payment Due is not received by the Payment Due Date on the Statement, we will charge you a late fee of an amount equal to the Minimum Payment Due or \$38, whichever is less. You understand and agree that at our option, such late fee will be immediately due and payable.

**7. If a Payment is Returned You Will be Assessed a Returned Payment Fee:** The first time you pay with a check and your check is returned to us by your financial institution unpaid or dishonored, we may charge you a returned payment fee of an amount equal to the Minimum Payment Due or \$25, whichever is less. If over the next six billing cycles, you pay with a check and your check is returned to us by your financial institution unpaid or dishonored, we will charge you a returned payment fee of an amount equal to the Minimum Payment Due or \$35, whichever is less. You understand and agree that at our option, such returned payment fee will be immediately due and payable.

**8. Administrative Fees:** If you request a copy of a Statement or sales draft or payment check, you will pay a fee so long as it is not prohibited by applicable law. The amount of the fee will be disclosed at the time you request this optional service. However, you will not be charged for copies of billing Statements, sales drafts, or other documents that you request for a billing error/inquiry you may assert under applicable law.

### 9. Your Credit Limit:

**a. Generally:** Your initial credit limit for the Account is shown in the materials that accompany the Card(s) and documents we send to you when your Account is opened. Your current credit limit for the Account will be shown on your Statement. You also may telephone Customer Service at the number on the back of your Card or your Statement to find out what your current credit limit is.

**b. Changes to Your Credit Limit:** In our discretion, at any time, subject to applicable law, we may increase or decrease the credit limit that applies to your Account without providing prior notice to you. We will provide notification of any such change by mail and your credit limit will be listed on the Statement. You may ask us to change your credit limit by contacting Customer Service at the number on the back of your Card or your Statement. We do not have to agree to any such request.

**c. Going Over Your Credit Limit:** You agree to not go over your credit limit. You also agree that the Bank may permit you to go over your limit, but is not required to do so. If your Account goes over your credit limit, you agree to pay the over limit amount when it is billed to you, or sooner upon our request. If we permit you to exceed your credit limit, we will not have waived any of our rights under this Agreement, and we do not have to allow you to exceed your credit limit at a later date.

**10. Your Monthly Billing Statements:** We will send a Statement to the physical address on our records each month if required by applicable law. If you have agreed to receive electronic statements, we will send a notification email to the email address we have in our records when your Statement is ready and you may access your statements online at <https://www.myonlineaccount.net> or such other website we make available to you.

**11. How Your Payments Are Applied to Your Account Balance:** Subject to the following and applicable law, payments will generally be applied first to the oldest Purchases.

**a. How the Minimum Payment is Applied to Your Account:** We will generally apply your Minimum Payment Due in the following order: (i) to interest charges and other fees; (ii) to purchase transactions with the lowest Daily Periodic Rates and corresponding APRs.

**b. Application of Payments in Excess of Minimum Payment.** We will generally apply payments and credits in excess of the Minimum Payment Due in the following order: (i) to purchase transactions with the highest Daily Periodic Rates and corresponding APRs; (ii) to purchase transactions with the lowest Daily Periodic Rates and corresponding APRs; and (iii) to interest charges and other fees.

**c. Application of Payments during a Deferred Interest Promotional Offer Period:** If you have one or more deferred interest Promotional Offer on your Account (where you were told that no interest would be assessed if you paid the promotional balance in full by the end of the promotional period), payments will be applied differently during the last two billing cycles before the expiration of the deferred interest promotional plan to help ensure that as much of the outstanding balance as possible is repaid by the end of the promotional period. We will apply any payments in excess of the Minimum Payment Due to the promotional plan balance. If more than one promotional offer is expiring when a payment in excess of the Minimum Payment Due is received, we may apply the payment in any manner permitted by applicable law. See Section 2 of this Agreement, as well as disclosures provided to you at the time of the deferred interest offer for more information on this type of promotional offer.

**12. How You Can Make Payments on Your Account: YOU MAY AT ANY TIME PAY OFF THE FULL UNPAID BALANCE OR PART OF THE UNPAID BALANCE UNDER THIS AGREEMENT.** For purposes of this Section 12, the term "business day of the Bank" or "business day" means Monday through Saturday (excluding bank holidays).

**a. Payments by Mail:** Payments must be sent to the address designated on the Statement. Payments received at such address with the return portion of the Statement by 5:00 PM Eastern Time on a business day will be credited on the day of receipt. However, if the payment due date falls on a day when we do not accept payments, we will not treat any payment as late if we receive it by 5:00 PM Eastern Time on the following business day. Payments received after 5:00 PM Eastern Time Monday through Saturday (excluding bank holidays) will be credited on the next business day.

There may be a five (5) day delay of crediting if payments are not received in U.S. dollars, not made in the envelope provided with the Statement and accompanied by the payment stub which is part of the Statement, and/or not received at the address for payments designated on the Statement. You will need to allow up to seven (7) days for the U.S. Postal Service to deliver your payment. Payments must be made by check or money order payable in U.S. funds and drawn on a financial institution located within the United States. We do not accept payments on this Account at our branches.

**Your available credit may not be immediately increased by the amount of your payment for up to seven (7) days to ensure we collect the funds from the bank on which your payment is drawn.** If you overpay or if there is a credit balance on your Account, you will not be paid interest on that amount.

**b. Automated Touch-Tone Bill Payment:** By calling us at 1-888-382-6665 and using the automated touch-tone bill payment service, you may authorize us or our agent to automatically initiate a single entry ACH debit to your checking account. By using this service, you authorize your financial institution to accept these debits and charge them to your checking account. Payments arranged by 5:00 PM Eastern Time on a business day of the Bank will be credited on a same-day basis. Payments arranged after 5:00 PM Eastern Time on a business day or on a non-business day will be credited on the next business day. This is a secure system, and your financial institution information will not be shared for any reason other than for automated payments.

**c. Same Day Telephone Payments:** You may also call us and arrange for an expedited payment through a customer service representative. By doing so, you will authorize us or our agent to automatically initiate a single entry ACH debit to your checking account and will authorize your financial institution to accept these debits and charge them to your checking account. Payments arranged by 5:00 PM Eastern Time on business days will be credited on a same-day basis and payments arranged after 5:00 PM Eastern Time on a business day or on a non-business day will be credited on the next business day.

**d. Pay Online:** You may make a single payment or set up recurring payments to your Account by enrolling in the Online Account Management service at: <https://www.myonlineaccount.net> or such other website we make available to you. To enroll, you must enter your Account number, social security number, and zip code and authorize such payments. Payments requested by 5:00 PM Eastern Time will be credited to your Account on the same day. Payments requested after 5:00 PM Eastern Time will be credited on the next day to your Account. A payment requested by 5:00 PM Eastern Time on a weekend or federal holiday will be credited as of the day you make the payment.

**e. Electronic Fund Transfer:** If you utilize a check to make payment on this Account, you authorize us to either use the information from the check to make a one-time electronic fund transfer from your checking or deposit account or to process the payment as a check transaction. When we use the information from your check to make an electronic fund transfer, the funds may be withdrawn from your checking or deposit account as soon as the same day you make the payment and you understand you may not receive the check back from your financial institution.

**13. If Your Payment is Returned Unpaid:** If a payment you make is not honored by your bank and it has already been credited by us to your Account, we will reverse the credit and add the amount of the payment back to the Account as of the day the payment was first credited to the Account.

**14. Irregular Payment and Delay in Enforcement:** We may accept late payments, partial payments, check and money orders marked "Paid in Full" or language having the same effect without losing any of our rights under this Agreement. We can also delay enforcing our rights under this Agreement any number of times without losing them. If we at any time honor a purchase in excess of your maximum credit limit, we are not obligated to do so at any other time.

**15. If You Have a Credit Balance:** We will make a good faith effort to return to you any credit balance on your Account over \$1.00 if the credit balance has been on your Account longer than six (6) months (or, in our discretion, for a shorter time period). You may also request a refund of a credit balance on your Account at any time, by sending your request to Customer Service at P.O. Box 731 Mahwah, New Jersey 07430, by first class mail, postage prepaid. We may reduce the amount of any credit balance on your Account by applying the credit balance towards new fees and charges posted to your Account.

**16. Purchases Made by Your Authorized Users:** We may allow you to have Authorized Users who may use your Account. When you allow an Authorized User to use your account, you will be liable for all transactions made by the person, including transactions for which you may not have intended to be liable, and even if the amount of liability causes you to exceed your credit limit. You must notify us at the telephone number on the back of your Card to revoke your permission to allow an Authorized User to use your Card or Account. Until you revoke your permission, you remain responsible for all charges made by the Authorized User, even if you did not intend to be liable.

**17. Entire Agreement:** You agree that this Agreement (as amended and supplemented from time to time), including the Account Summary Table, and the application constitute the final expression of the agreement between you and us and that this Agreement may not be contradicted by evidence of any prior, contemporaneous or subsequent oral agreement between you and us regarding your Account. The retail store and its employees have no authority to change, add to or explain the terms of this Agreement except to provide you with our Promotional Offers. For more information or questions, call Customer Service at the number on the back of your Card.

**18. If You Default on This Agreement:** You agree that you will be in default, and we will not be obligated to honor any attempted use of your Account (even if we do not give you advance notice) if any of the following events occurs:

- We do not receive a required minimum payment by 5 p.m., Eastern Time, on the Payment Due Date, accompanied by your Statement's payment stub (if mailed), or we do not receive any other payment required by this Agreement when such payment is due.
- You exceed the credit limit.
- You die or are declared legally incompetent or incapable of managing your affairs, become insolvent, file for bankruptcy, or otherwise become the subject of a bankruptcy petition or filing.
- You give us false or misleading information at any time in connection with your Account.
- You send us a check or similar instrument that is returned to you unpaid, or any automatic, electronic or other payment on your Account cannot be processed or is returned unpaid, for any reason, within the last six (6) billing cycles.
- You breach or otherwise fail to comply with any term or condition of this Agreement.
- We have reason to suspect that you or any Authorized User may have engaged or participated in any unusual, suspicious, fraudulent, or illegal activity on your Account.
- You do not give us any updated information about your finances, employment, or any other information we may reasonably request, promptly after the request.

Upon default: (a) we will not be obligated to honor any attempted use of your Account (even if we do not give you advance notice); (b) we may require you to pay at once all or any portion of the balance outstanding under the Account; and (c) we may exercise any right provided by this Agreement or applicable law.

**19. Your Liability for Unauthorized Use:** If your Card is lost or stolen or if you believe someone may have used your Account without your permission, you must notify us at once. You may be liable for the unauthorized use of your Account. You will not be liable for unauthorized use that occurs after you notify us by writing to P.O. Box 731 Mahwah, New Jersey 07430 or verbally by calling Customer Service at 1-800-252-2551, of the loss or theft of the Card or the possible unauthorized use of the Account. Your maximum liability is \$50. Subject to any restrictions of applicable law, we may terminate or limit access to your Account if you have notified us or we have determined that your Card may have been lost or stolen, or that there may be unauthorized access to your Account.

## 20. Closing Your Account:

**a. We May Close your Account at Any Time:** We may without prior notice suspend or close your Account to new transactions at any time, for any reason, including but not limited to a change to your creditworthiness or Account inactivity. If we suspend or close your Account to new transactions, you agree to pay us all amounts you owe under this Agreement (including any future interest charges or fees), under the terms and conditions of this Agreement, and you agree that we are not liable to you for any consequences resulting from closing your Account. If you are in default, we may close your Account and require you to pay us the entire amount owed under this Agreement if full, immediately. We may also increase the dollar amount of your minimum payment, subject to applicable law. If we close your Account to new transactions, you must immediately destroy all Cards and other Account access devices (cut, tear, or otherwise deliberately damaged the devices to prevent unauthorized use by third parties).

**b. You May Ask Us to Close Your Account:** You may ask us to close your Account to new transactions at any time, by notifying Customer Service at P.O. Box 731 Mahwah, New Jersey 07430, by first class mail, postage prepaid, and returning all Cards and other Account access devices to us (cut, torn, or otherwise deliberately damaged to prevent unauthorized use by third parties) with your written notice or contacting us by calling Customer Service at the number on the back of your Card. If you request to close your Account by phone, we reserve the right to require a written notice from you. You also agree to stop using the Account immediately after you notify us that you want to close your Account to new transactions.

**21. The Address on Your Account and Our Notices to You:** If required by applicable law, we will send Statements and Account notices to your physical address on our records. If you have agreed to receive electronic Statements and Account notices, we will send a notification email to the email address we have in our records when such documents are ready and you may access them online at <https://www.myonlineaccount.net> or such other website of which we will notify you. You will promptly inform us of any change in your email address or your mailing address. You may change your address by writing to us at Customer Service, P.O. Box 731 Mahwah, New Jersey 07430 or by calling us at the number on the back of your Card. We may in our discretion accept changes to your mailing address from the U.S. Postal Service. If this is a joint Account, we may send billing statements and notices to either of you.

**22. Our Rights Continue:** Any failure or delay in exercising any of our rights under the Agreement will not preclude us from later exercising those rights.

**23. Changing This Agreement:** Subject to applicable law, we may change this Agreement at any time or from time to time. For example, we may change the addresses and telephone numbers you should use to contact us, change fees, add new fees, change the interest rates or rate formulas that apply to your Account, increase your minimum payment due or add, delete or modify non-economic terms. We will notify you of changes to this Agreement as required by applicable law. Any change, including any increase or decrease in the APRs on your Account, will become effective at the time stated in our notice and will apply to those balances, including new transactions, on your Account as described in our notice. If you have agreed to receive electronic Account notices, we may send a notification email to the email address we have in our records when such notices are ready and you may access them online at <https://www.myonlineaccount.net> or such other website of which we will notify you. If required by applicable law, we will mail any required change in terms notice to the then-current address we have on file for your Account.

**24. Your Credit Performance:** Your Account was established based upon criteria reflecting your particular credit history, and we will from time to time review your credit performance. If you do not maintain your past level of credit performance, we may change some or all of your Account terms and we will notify you as to such changes in accordance with applicable law.

**25. Your Credit Information and Your Credit Report:** You authorize us to obtain credit reports in connection with this Agreement and from time to time in connection with the review of your Account, or any update, extension or renewals of your Account, and for the purposes of collection of your Account. You authorize us to verify with others any information and to provide information about our transactions with you to third parties (including consumer reporting agencies, merchants and other lenders) for lawful purposes. **YOU UNDERSTAND WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. SUBJECT TO APPLICABLE LAW, LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.**

**26. How to Dispute Credit Reports Regarding Your Account:** If you think the information we furnished to consumer reporting agencies on the Account is not accurate, you should write us at P.O. Box 731, Mahwah, NJ 07430 Attn: Credit Report Dispute. You may experience a delay if you do not write to this address. In order for us to investigate your dispute, you will need to provide us with your name, address,

