

## ACCOUNT OPENING DISCLOSURES

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	<p><b>24.99% - 29.99%</b>, based on your creditworthiness when you open your Account.</p> <p>This APR will vary with the market based on the Prime Rate.</p>
<b>APR for Cash Advances</b>	<p><b>24.99% - 29.99%</b></p> <p>This APR will vary with the market based on the Prime Rate.</p>
<b>Paying Interest</b>	<p>Your Payment 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 Account balance by the Payment Due Date each month. We will begin charging interest on cash advances on the transaction date.</p>
<b>Minimum Interest Charge</b>	None
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<p>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>.</p>

Fees	
<b>Set up and Maintenance Fees</b>	<p>NOTICE: Some of these set-up and maintenance fees will be assessed before you begin using your Card and will reduce the amount of credit you initially have available. For example, if you are assigned the minimum Credit Limit of \$300, your initial available credit will be \$225 (or \$185 if you choose to have an Additional Card and Premium Card).</p> <p>You may still reject this plan, provided that you have not yet used the Card or paid a fee after receiving a Monthly Billing Statement. If you do reject the plan, you are not responsible for any Fees or Other Charges.</p> <ul style="list-style-type: none"> <li>• Annual Fee <b>\$75 - \$99, after that \$99 annually</b></li> <li>• Monthly Maintenance Fee <b>\$0 - \$120</b> annually (billed at \$0 - \$10 per month). Monthly Maintenance Fee not billed for the first 12 months your account is opened.</li> <li>• Additional Card Fee <b>\$30</b> (one-time, if applicable)</li> <li>• Premium Card Fee <b>\$9.95</b> (one-time, if applicable)</li> </ul>
<b>Transaction Fees</b>	<ul style="list-style-type: none"> <li>• Cash Advance Either <b>\$5</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.</li> <li>• Foreign Transaction <b>0 - 3%</b> of each transaction in U.S. dollars.</li> </ul>
<b>Penalty Fees</b>	<ul style="list-style-type: none"> <li>• Late Payment Up to <b>\$41</b></li> <li>• Returned Payment Up to <b>\$41</b></li> </ul>

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)." See **INTEREST CHARGES** below for more details.

**MINIMUM CREDIT LIMIT: \$300**

**INTEREST CHARGES**

**INTEREST CHARGES** for purchases and cash advances are calculated at a monthly periodic rate of 2.0825% - 2.4992%, which is equivalent to an **ANNUAL PERCENTAGE RATE ("APR") of 24.99% - 29.99%**.

**Variable Rate.**

The APR may increase or decrease on the first day of the subsequent monthly Billing Cycle based on changes in the prime rate ("Index"). The APR is calculated by adding the amount of margin stated below to the Index. The Index is the prime rate published in the Money Rates section of *The Wall Street Journal* on the 25th day of each month. If the Index is not published on that day, the Index on the next business day will be used. Any increase in the APR may increase the amount of interest charged to your Account and the total amount you must pay, and may take the form of an increase in the monthly Minimum Payment. If the Index is no longer available, we will choose a new index that is based upon comparable information. The APR for purchases and cash advances will be determined by adding a margin of 20.99% - 25.99% to the Index.

**INTEREST CHARGES** are imposed on purchases beginning on the date a purchase is posted to your Account. However, **INTEREST CHARGES** will not be imposed on purchases made in any Billing Cycle in which the previous balance shown on your Monthly Billing Statement is zero and you pay your new balance in full by the Payment Due Date shown on your Monthly Billing Statement. **INTEREST CHARGES** are imposed on cash advances beginning on the date a cash advance is obtained and continuing until the balance of your Account is paid in full. There is no time in which you can pay the balance of cash advances in order to completely avoid **INTEREST CHARGES**.

**INTEREST CHARGES** for a Billing Cycle are calculated separately for purchases and cash advances. There is no minimum **INTEREST CHARGE**. The **INTEREST CHARGE** calculation begins on the date the transaction is posted to your Account.

For purchases, the **INTEREST CHARGE** is computed by multiplying the monthly periodic rate by the average daily balance of purchases. To determine the average daily balance of purchases, we take the beginning outstanding balance of purchases each day, add any new purchases, and subtract any payments and/or credits. This gives us the daily balance of purchases. (Any daily balance that is a credit balance is treated as zero (\$0.00) balance.) Then, we add all the daily balances of purchases for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the average daily balance of purchases.

For cash advances, the **INTEREST CHARGE** is computed by multiplying the monthly periodic rate by the average daily balance of cash advances. To get the average daily balance of cash advances, we take the beginning outstanding balance of cash advances each day, add in any new cash advances, and subtract any payments and/or credits that we apply to the cash advance balance. This gives us the daily balance of cash advances. (Any daily balance that is a credit balance is treated as zero (\$0.00) balance.) Then, we add all the daily balances of cash advances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the average daily balance of cash advances.

**FEES AND OTHER CHARGES**

Your Account is subject to the following Fees and Other Charges, each of which may be charged to your Account:

**Cash Advance Fee.** In addition to the **INTEREST CHARGE** on cash advances, there is a fee of 5% or \$5, whichever is greater, for each cash advance posted to your Account that month ("Cash Advance Fee"). **NO CASH ADVANCES ARE PERMITTED DURING THE FIRST 95 DAYS AN ACCOUNT IS OPEN.**

**Additional Card Fee.** Your Account will be assessed a one-time additional card fee of \$30 for each authorized user you add to your Account.

**Foreign Currency Transaction Fee.** Your Account will be assessed a foreign currency transaction fee equal to 0% - 3% of any transaction made in a foreign currency that is converted to U.S. Dollars.

**Annual Fee.** Your Account will be assessed an Annual Fee of \$75 - \$99 ("Annual Fee"). The Annual Fee will be billed to your Account once the account is opened, and on or about your anniversary date each year. Your payment of the Annual Fee does not affect our right to close your Account or our ability to limit transactions on your Account.

**Annual Fee Renewal Refund Disclosure.** We will refund the Annual Fee charged to your Account if you notify us, within 30 days from the date of the Monthly Billing Statement on which it appears, that you wish to close your Account.

**Monthly Maintenance Fee.** Your Account will be assessed a monthly maintenance fee, which will be billed at \$0 -

\$10 per month to your Account ("Monthly Maintenance Fee") at the end of each Billing Cycle. The Monthly Maintenance Fee will not be billed in the first 12 months your account is open. Your payment of the Monthly Maintenance Fee does not affect our right to close your Account or our ability to limit transactions on your Account.

**Premium Card Fee.** Your Account will be assessed a one-time premium card fee of \$9.95 if you elect to receive a premium card.

**Late Payment Fee.** If we do not receive a payment from you in at least the amount of the minimum payment due ("Minimum Payment") by the Payment Due Date shown on your Monthly Billing Statement, you will be charged a Late Payment Fee equal to the lesser of \$30 or your Minimum Payment ("Late Payment Fee") in accordance with law. If you fail to make a timely payment in any of the six (6) Billing Cycles after the initial late payment, you will be charged \$41 or the amount of the required Minimum Payment, whichever is less. We may refer to this fee as the "Late Fee" or "Late Charge".

**Returned Payment Fee.** If you make a payment on your Account and your check or other payment instrument (including an electronic funds transfer or a telephone authorized draft) is not honored for any reason or cannot be processed, we will charge a Returned Payment Fee equal to the lesser of \$30 or your Minimum Payment ("Returned Payment Fee"). In the event a payment is returned in any of the six (6) Billing Cycles after the initial returned payment, you will be charged \$41 or the amount of the required Minimum Payment, whichever is less. The charge may be imposed even if we elect to re-present the item and it is paid upon our re-presentation. We will not charge both a Late Payment Fee and a Returned Payment Fee based upon a single payment.

**OPTIONAL EXPEDITED PAYMENT SERVICE FEE:** If you opt to make an expedited payment by calling a live customer service representative by phone, we may impose an Expedited Payment Service Fee. You will be informed of the exact amount of the Expedited Payment Service Fee before you complete the transaction. An "expedited payment" means crediting a payment to your Account the same day, or if the payment is received on a day that we do not receive payments, or after 5:00pm EST, then crediting the payment to your Account on the next business day we receive payments. If you choose to make an expedited payment through a self-service method, including through the automated telephone system, online or via the Mobile App, no Expedited Payment Service Fee is imposed. In addition, Late Payment Fees may apply if your Account is past due.

#### **OTHER IMPORTANT DISCLOSURES:**

**Authorization.** You certify that all the information given in this application is true and correct and you are giving this information in order to obtain credit and authorize us to obtain information concerning any statements herein. You agree to furnish us with all requested information. You authorize us to charge the Annual Fee, Monthly Maintenance Fee and Additional Card Fee (if applicable) to your Account.

**Applicable Law.** This Agreement and your Account, and any claim, dispute or controversy (whether in contract, tort, or otherwise) at any time arising from or related to your Account, this Agreement or any transferred balances, are governed by and construed in accordance with applicable federal law and, to the extent not preempted by federal law, by the laws of Utah (without applying its choice-of-law rules). The formation, legality, enforceability, and interpretation of this Agreement, and any amounts contracted for, charged and received under this Agreement, will be governed by such laws. This Agreement is entered into between you and us in Utah, regardless of the state of your residence or whether or not your Account or Card is used in Utah. Our decisions regarding the extension of credit to you are made in the State of Utah. Federal and Utah law will also apply to any controversy, claim, or dispute arising from or relating in any way to the subject matter of this Agreement and your Account, including, without limitation, statutory, equitable, and tort claims.

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To be provided with an oral disclosure of this information, please call toll-free 1-800-935-3808.

**Availability of Credit and Payment Holds.** Generally, payments are credited to your Account on the day they are received. Available credit created as a result of payments posted to your Account may not be available for up to seven days, or longer if circumstances warrant an additional hold, or if we deem ourselves at risk for any reason. If you use a payment service provided by a third party to deliver your payment to us, that third party may charge you a fee for such service; such third party fees will not be billed to your Account. Credit to your Account may be delayed up to five (5) days if payment is (a) not received at the Payment Address or (b) not accompanied by the payment coupon portion of your Monthly Billing Statement. Delayed crediting may result in Late Fee and additional **INTEREST CHARGES** and Fees being applied to your Card.

**Credit Limit Increases.** Your Credit Limit will be doubled if you make at least your Minimum Monthly Payment by the Payment Due Date each month for the first 6 monthly Billing cycles. Thereafter, your Account will be reviewed periodically for future Credit Limit Increases in accordance with Applicable Law. In order to receive a Credit Limit Increase, you must

qualify for and elect to receive such increase. Each Credit Limit Increase may vary in size but will be subject to a maximum Credit Limit of \$3,000. Each Credit Limit Increase will appear on your Account no later than one (1) month after you have qualified for such increase. We may change the criteria applied to determine your eligibility for a Credit Limit Increase at any time in our sole discretion in accordance with Applicable Law. In addition, we may elect, in our sole discretion, to modify or discontinue the practice of granting Credit Limit Increases.

**Your Consent to Automated-Dialer and Pre-recorded Calls and Text Messages.** By providing us with a telephone number(s), at any time, you consent and authorize us to contact you regarding your Account at such number(s) using any lawful means of communication, including, but not limited to calls placed to your cell, mobile or other phone using an automated dialing service, pre-recorded messages or text messages. Standard text messaging and/or calling charges imposed by your provider may apply. If you provide telephone number(s) for which you are not the subscriber, you understand that you shall indemnify us for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us attempting to contact you at the number(s). You do have the option to opt out of receiving communications at that number any time thereafter by contacting us at [the customer service telephone number provided on your statement], or sending written notice to us to the following address: [Celtic Bank, c/o Continental Finance Company, P.O. Box 3220, Buffalo, NY 14240-3220]. You must retain proof of delivery. If you send communications to any other address, we may not process your request.

## **YOUR BILLING RIGHTS**

### **KEEP THIS NOTICE FOR FUTURE USE**

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

#### **What To Do If You Find A Mistake On Your Monthly Billing Statement.**

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

Continental Finance  
P.O. Box 3220  
Buffalo, NY 14240-3220

#### **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 problem: If you think there is an error on your Monthly Billing Statement, 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 Monthly Billing Statement.

- At least 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. 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.

#### **What Will Happen After We Receive Your Letter When we receive your letter, we must do two things:**

1. Within 30 days of receiving your letter, we must 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 must either correct the error or explain to you why we believe the Monthly Billing Statement is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your Monthly Billing Statement, and we may continue to charge you **INTEREST CHARGES** on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your Account 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 CHARGES**, Fees and Other Charges 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 CHARGES**, Fees and Other Charges. We will send you a Monthly Billing 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 Monthly Billing 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 Monthly Billing 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.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your Monthly Billing Statement is correct.

**Your Rights if You Are Dissatisfied With Your Credit Card Purchases.**

If you are dissatisfied with the goods or services that you have purchased with your Card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

**To use this right, all of the following must be true:**

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your Card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your Account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at:

Continental Finance  
P.O. Box 3220  
Buffalo, NY 14240-3220

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

**STATE DISCLOSURES**

**California Residents.** A married applicant may apply for a separate Account. As required by law, you are hereby notified that a negative credit reporting reflecting on your credit record may be submitted to a Consumer Reporting Agency if you fail to fulfill the terms of your credit obligations. After credit approval, each applicant shall have the right to use the Account up to the limit of the Account. Each applicant may be liable for amounts extended under the plan to any joint applicant.

**Delaware Residents.** Service charges not in excess of those permitted by law will be charged on the outstanding Account balances from month to month.

**Kentucky Residents.** You may pay the unpaid balance of your Account in whole or in part at any time.

**New York and Vermont Residents.** We may obtain a consumer report for any legitimate purpose in connection with your Account or your application, including but not limited to reviewing, modifying, renewing and collecting on your Account. Upon your request, we will inform you of the names and addresses of any Consumer Reporting Agencies that have furnished the reports. New York residents may contact the New York State Banking Department (1-800-342-3736) to obtain a comparative list of credit card rates, fees and grace periods.

**Ohio Residents.** The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that Consumer Reporting Agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**Married Wisconsin Residents.** No provision of any marital property agreement, unilateral statement, or court order applying to marital property will adversely affect a creditor's interests unless prior to the time credit is granted, the creditor is furnished with a copy of the agreement, statement, or court order, or has actual knowledge of that provision. Married Wisconsin residents are required to contact us at P.O. Box 3220, Buffalo, NY 14240-3220 to provide the name and address of your spouse.

**Arbitration Notice.** If you are issued a credit Card, your Cardholder Agreement will contain a binding Arbitration Provision. In the event of any dispute relating to your Agreement, the dispute will be resolved by binding arbitration pursuant to the rules of the American Arbitration Association or an arbitration organization mutually agreed upon by the parties. Both you and we agree to waive the right to go to court or to have the dispute heard by a jury (except in regard to any collection activities on your Account). You and we will be waiving any right to a jury trial and you also would not have the right to participate as part of a class of claimants relating to any dispute with us. Other rights available to you in court may also be unavailable in arbitration. When you receive your Agreement you should read the Arbitration Provision in your agreement carefully and not accept or use the Card unless you agree to be bound by the Arbitration Provision.