

APPLICATION FOR CREDIT

Use Blue or Black Ink Only- Print in Capital Letters

Reference #

For Bank Use Only

Information Regarding Applicant

350BVSAP(13

Merchant Id #

Print Your Name	First	Middle	Last	Date of Birth	Social Security Number
<input type="text"/>				<input type="text"/>	<input type="text"/>

Physical Address	City or Town	State	Zip Code	Primary Contact Area Code and #
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Mailing Address if Different Than Physical Address	City or Town	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Email Address (optional)

Employment & Financial Information - Alimony, child support, or separate maintenance need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

Total Net Monthly Income

Residential Status Rent Mortgage Other Time at Current Address YRS MOS

Monthly Rent or Mortgage

\$.00

Business Name or Employer at Current Job	Area Code & Number	Extension
<input type="text"/>	<input type="text"/>	<input type="text"/>

Information Regarding Co-Applicant. (When you furnish Co-Applicant information and sign below, you indicate your intent to apply for joint credit.)

Print Your Name	First	Middle	Last	Date of Birth	Social Security Number
<input type="text"/>				<input type="text"/>	<input type="text"/>

Physical Address	City or Town	State	Zip Code	Primary Contact Area Code and #
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Mailing Address if Different Than Physical Address	City or Town	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Employment & Financial Information - Alimony, child support, or separate maintenance need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

Total Net Monthly Income

Residential Status Rent Mortgage Other Time at Current Address YRS MOS

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\$.00

Business Name or Employer at Current Job	Area Code & Number	Extension
<input type="text"/>	<input type="text"/>	<input type="text"/>

TRUTH IN LENDING DISCLOSURE Do not sign without reading. The information about the costs of the card described in this application are accurate as of March 2013. This information may have changed after that date. To find out what may have changed, call us at 877-486-3442, or write to: HC Processing Center, P.O. Box 829, Springdale, AR 72765-0829.

PLEASE SIGN THIS FORM FOR AUTHORIZATION: By signing below, each Applicant and Co-Applicant shown above ("you" and "your") agrees that: (1) the information provided in this application is true, correct, and complete; (2) you are requesting that First Electronic Bank issue a credit card to you; (3) you are a U.S. resident at least 18 years old; (4) you authorize First Electronic Bank, its designated service provider (HC Processing Center), and its assigns to investigate and verify your creditworthiness (including your employment and salary information); (5) you authorize First Electronic Bank, its designated service provider (HC Processing Center), and its assigns, to obtain consumer reports about you in connection with this credit application and for the purposes of updating, reviewing, servicing, and collecting any credit card account you may receive as a result of this application; and (6) upon your request,

you will be informed whether your consumer report was requested and provided with the name and address of any consumer reporting agency that furnished a consumer report about you.

New York: Residents may contact the New York Department of Financial Services at 877-226-5697 to obtain a comparative listing 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 credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Wisconsin Residents: No provision of a marital property agreement, a unilateral statement, or a court decree adversely affects the interest of the creditor, unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement, or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. If I am a married Wisconsin resident and my spouse is not applying with me for a joint account, I agree to send the name and address of my spouse to HC Processing Center, Attn: Credit Card Care, 203 E Emma Ave., Suite A, Springdale, AR 72764-4625 within 15 days after I submit my application, so that my spouse may receive account information required by Wisconsin law.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT – To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

If you apply with a joint applicant, each of you will be jointly and individually responsible for obligations under the agreement and by signing below, you each agree that you intend to apply for joint credit.

If you are married, you can still apply for a separate account in your own name. If you are married and reside in a community property state the assets of your marital community may be liable on this account even if you apply for an individual account and this application is not signed by your spouse (unless you mail a signed statement to HC Processing Center that you wish to apply for a separate account based solely on your separate assets).

Print Applicant Name: _____ Print Co-Applicant Name _____

E: Signature of Applicant	Date	F: Signature of Co-Applicant	Date
<div style="border: 1px solid black; height: 30px; width: 100%;"></div>	<div style="border: 1px solid black; height: 30px; width: 10%; text-align: center;"> </div>	<div style="border: 1px solid black; height: 30px; width: 100%;"></div>	<div style="border: 1px solid black; height: 30px; width: 10%; text-align: center;"> </div>

Electronic Funds Transfer (EFT) Authorization Form – Please submit a voided check with the signed application. You certify that one or both of you (Applicant and Co-Applicant) maintain the checking account with the financial institution named below, as shown by your attached and voided check (your “Checking Account”). You authorize First Electronic Bank, its designated service provider (HC Processing Center), or its assigns, to initiate Electronic Fund Transfers (“EFTs”) to debit (charge) this Checking Account by ACH on the date and in the amount of each monthly minimum payment due from you under the Cardholder Agreement or any greater amount shown below. You understand and agree that the origination of ACH transactions to your Checking Account must comply with U.S. law. You may cancel this EFT authorization at any time by notifying your financial institution or First Electronic Bank, allowing the party you notify up to three (3) business days to process your cancellation request. Cancellation notices to First Electronic Bank must be in writing and sent to: HC Processing Center, P.O. Box 829, Springdale, AR 72765-0829. A one-time \$29 fee may be charged by First Electronic Bank if you cancel EFTs. First Electronic Bank reserves the right, at any time and for any reason, to terminate your participation in Electronic Funds Transfer.

Name of Financial Institution: _____ Phone _____ Date _____

Whole dollar amount of Payment (if greater than minimum monthly payment) \$ _____ .00

Signature(s) to Authorize EFT

For Pricing Information See Page 1 of attached Terms and Conditions

Please Detach Terms & Conditions For Your Records

Terms & Conditions

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Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	27.99% This APR will vary with the market based on the Prime Rate.
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$2.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	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 www.consumerfinance.gov/learnmore
Fees	
Annual Fee	\$59*
Penalty Fees:	
• Late Fee	Up to \$35
• Returned Payment Fee	Up to \$35

How We Calculate Your Balance Subject to Interest Rate: We use a method called "daily balance (including new purchases)". See your account agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

***Annual Fee:** We will waive part or all of the Annual Fee for cardholders who authorize us to initiate recurring charges to their deposit accounts by electronic funds transfer and/or provide electronic billing statements as described in Section 7(A) of the account agreement.

CARDHOLDER AGREEMENT

This Cardholder Agreement contains the general terms and conditions that will govern your credit card account (the "Account"), and the credit card we issue for Account access (the "Card"), if we approve your application for an Account. The Account application you signed or otherwise submitted to us (including its federal and state notices), and any written materials we may provide with your Card or as a supplement or amendment to this Cardholder Agreement, are part of and incorporated into this Cardholder Agreement by reference (together, our "Agreement" with you).

In this Agreement, the words "you" and "your" mean each applicant (as an individual) and all applicants (as a group) shown on the Account application, and anyone else you authorize or permit to use your Account. The words "we," "us," and "our," mean **First Electronic Bank**, the financial institution that provides the Account and issues the Cards, and its assigns and successors. When the Agreement states that we "may" take an action, this means that we are allowed and have the sole discretion to take that action, subject only to any limitations or notices expressly required by law or this Agreement. **You accept and agree to be bound by all terms and conditions in this Agreement, including its arbitration provision, the first time any of you use your Account.**

Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt, including promises to extend or review such debt, are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

1. USE OF CARD: Subject to the terms and conditions in this Agreement, you may use your Account to purchase goods and services from the merchants and providers (each, a "Participant") that have agreed to participate in the credit card program we provide with assistance from Dent-A-Med, Inc. d/b/a HC Processing Center. Before you attempt or agree to use the Account and Card to purchase any goods or services on credit from a Participant, you must notify the Participant that you intend to charge your purchase to your Card and obtain the Participant's approval for the Card purchase. We will not extend Account credit to you for any purchase, unless you notified and obtained approval from a Participant for that purchase. We will not be liable to you if a Participant or any merchant refuses to honor your Account and Card for any purchase. The Participant will prepare and submit a charge slip to us for Account purchases or submit an Account charge to us electronically for payment.

2. ACCOUNT BILLING STATEMENTS AND NOTICES; ADDRESS ON FILE: If you have a credit or debit balance on the Account of \$1 or more at the end of any billing period, we will send a periodic Account statement (a "bill") showing what you owe us as of the end of that billing period. We may not send you a bill, however, if we have decided your Account is uncollectible, if we have sent the Account for collection proceedings against you, or if the law does not require or permit us to send the bill. The billing period is the fixed period of time covered by the bill we send you. Each bill

that we send will identify the billing period that it covers. The bill will show your new charges, including interest and fees, and any payments that posted to your Account during that period. It will also show you the minimum payment you must make to us by the due date shown on the bill. You agree to examine each bill and notify us immediately of any item you may dispute. The billing error rights notice in this Agreement and on your bills provide more information about how you may notify us about any disputed items or billing errors. We will mail or deliver your bill only to one address. If your Account is a joint Account or more than one person is permitted to use the Account, you agree that we may send all Account bills and other Account notices solely to your address on file, as shown in our billing records. Your address on file is the address you provided in your Account application, unless: (a) we have received and processed a notice of a change in address that you provided in accordance with this Agreement or your most recent bill; or (b) we are notified by the U.S. Postal Service of an address correction for you and we decide, in good faith, to rely on the address correction notice we receive from the Postal Service. You agree to notify us immediately of any change in your mailing address, telephone numbers, or other contact information, such as your email addresses.

3. BALANCE CATEGORIES: We put each charge on your Account, including interest and fees, into a balance category. We use the different balances to calculate the correct interest charges on your Account. If any type of charge is subject to a separate promotional interest rate, deferred interest, and/or reduced or deferred payment requirements (each, a "Promotional Balance"), we will put the Promotional Balance into a separate balance for the time period you qualify for the special promotional terms ("Promotional Terms").

4. AUTHORIZED USERS AND AUTHORIZED CHARGES: If you give your Card or Account number to another person, he or she is an authorized user. In addition, if we agree to issue a Card on this Account to another person at your request, he or she is an authorized user. An authorized charge is any charge you or any authorized user makes on the Account, and any fees and interest charges owing on the Account. Any charge made by an authorized user is an authorized charge. This is true even if you told the authorized user not to make that specific charge. A charge will still be authorized, even if it causes your Account to exceed its credit limit, is an illegal transaction, or is made after your Account is closed. An authorized charge can be made over the telephone, in person, on the Internet, or in any other way your Account can be used.

5. PAYMENTS:

A. *Promise to Pay.* You agree to pay all authorized charges on each bill, including interest and fees. You agree to pay us for any charges that we allow over your Account credit limit. You promise to pay at least the minimum payment by the due date shown on each bill.

B. *Payment Due Date; Payment Requirements.* The due date is the date by which we must receive your payment for it to be on time. Your bill lists the due date, which will fall on the same calendar day of the month. Your due date will be at least 21 days from the date we send you the bill and at least 25 days from the end of the most recently ended billing period. To be on time, we must receive your payment on or before the due date at the place and by the time stated on your bill. Unless a bill states a different place for payments, your payments must be sent to: HC Processing Center, P.O. Box 650839, Dallas, TX 75265-0839 (regular mail); or HC Processing Center, 203 E. Emma Ave., Suite A, Springdale, AR 72764-4625 (overnight courier). Unless a bill states a different time, your payment is on time if we receive it by 5:00 p.m. Central Time on the due date. This 5:00 p.m. deadline is measured by the time zone in which we receive the payment, which may not be your time zone. If we do not receive or accept payments by mail on the due date, your payment will be on time if it is received by the next day that we accept or receive payments by mail.

You must pay in U.S. dollars. You must not pay in cash, unless you pay in person at one of our branches. Except for payments you make in cash at one of our branches, your payment must be drawn on a U.S. deposit account or by a cashier's check drawn on a U.S. bank or a foreign bank branch in the U.S. You must not attach or include any restrictive language to your payment. **Any check or money order you send that has restrictive words, conditions, limitations, or special instructions to us, including those marked with the words "paid in full" or similar language, must be mailed to: HC Processing Center, P.O. Box 829, Springdale, AR 72765-0829.** If you make payment in a paper form (such as a check, money order, or cashier's check), you must include the payment coupon from your bill or write your Account number on the payment. If we decide, in our discretion, to accept a form of payment that does not meet these payment instructions, you agree that we are not waiving our right to require you to make or continue making payments that comply with these instructions and are otherwise required by the Agreement. The credit available on your Account will be increased by the amount of your payment within 14 days after we receive your payment.

C. *Minimum Payment.* The bill we send to you will state your due date and the minimum amount you must pay by that due date (your "minimum payment" or the "minimum payment due" in this Agreement and on your bill). If you do not pay the minimum payment by its due date, we may charge you a late payment fee. You will also be in breach of this Agreement. You may pay all or part of your Account balance at any time. However, for each bill, you must pay at least the minimum payment by the due date stated on the bill. If any Promotional Terms apply that modify the payment requirements with respect to a Promotional Balance, then those Promotional Terms will explain how we determine the minimum payment due with respect to these Promotional Balances.

As of the end of the billing period covered by the bill, we start by determining the amount that is the greater of: (i) the full unpaid balance of your Account (the "New Balance"), if this New Balance is less than \$25.00; (ii) \$25.00, if the New Balance is at least \$25.00; (iii) 3.5% of the New Balance (excluding any Promotional Balances whose Promotional Terms make those Promotional Balances subject to different payment requirements); or (iv) the sum of 1.0% of the New Balance (excluding any Promotional Balances whose Promotional Terms make those Promotional Balances subject to different payment requirements), plus all interest charges, late payment fees, and returned payment fees then due for the Account. Then, we determine the minimum payment due for any Promotional Balances whose Promotional Terms modify the payment requirements for these Promotional Balances. Then, we determine whether there are any Account payments that are past due or balances that exceed the credit limit of your Account. Finally, we calculate your minimum payment due by adding together all of the amounts described in this paragraph and rounding the result up to the nearest whole dollar. If you pay more than the minimum payment due after the end of any billing period, you must still pay at least the minimum payment due after the end of each billing period after that.

D. **Payment Allocation.** We choose which Account balances to pay with your minimum payment. We generally apply payments above the minimum payment to balances with the highest APRs first, except that we may apply the part of your payment that exceeds the minimum payment first to any deferred interest balances during the last two billing periods of a deferred interest period.

6. INTEREST RATES AND INTEREST CHARGES:

A. **APRs Applied to Different Balances.** The "annual percentage rate" or "APR" is an annualized interest rate. We use the APR that applies to each balance to calculate the interest charges that you owe us on the Account. Different APRs may apply to different balances on your Account, such as purchases subject to the standard APR and any qualifying purchases we may allow you to make subject to deferred interest or a promotional APR.

B. **Variable APRs.** All of your Account APRs are variable, unless we specifically state that a non-variable APR applies in connection with a deferred interest or promotional APR program. Variable APRs increase or decrease based on changes in the Prime Rate. For the Prime Rate, we use the U.S. Prime Rate that *The Wall Street Journal* publishes on the Friday that follows the last Thursday of each month (the "Determination Date"). If *The Wall Street Journal* no longer publishes a prime rate, we will use a similar published rate that we choose as a substitute. Any increase or decrease to a variable APR based on a change in the Prime Rate will apply to your Account balances and purchases as of the first day of the billing period that begins after a Determination Date. Any increase in an APR that applies to your Account may cause an increase to your minimum required monthly payment.

C. **Standard APR.** We determine your standard APR by adding a margin of 24.74 percentage points to the Prime Rate. Currently, the standard APR of 27.99% applies to your Account (corresponding to a Daily Periodic Rate of 0.076684%).

D. **Use of Daily Balance Method With Compounding.** We calculate the interest charges for each balance of your account by applying the "daily periodic rate" for that balance to the "daily balance" of that balance. We do this for each day in the billing period and add together the resulting interest charges. That gives us the total interest charges for that balance for that billing period. You agree that we may round interest charges to the nearest cent.

The "daily periodic rate" is a daily interest rate. The daily periodic rate for a given balance is equal to the APR for that balance divided by 365.

We calculate the "daily balance" for each balance. We do this by starting with the beginning amount of that balance for each day. We add any new purchases and Account fees for that day, add any interest on the previous daily balance if there is one in that billing period, and subtract any payments or credits. This gives us the "daily balance." The addition of the prior day's interest to the daily balance calculation causes interest to compound daily. We add all Account fees and minimum interest charges to the daily balance of purchases subject to the standard APR. Any daily balance that is less than zero will be treated as zero. Each "Balance Subject to Interest Rate" shown on your bill will be an average of the daily balances during the billing period for that balance.

E. **When Interest Charges Begin; Grace Period.** The "New Balance" of your Account is the full unpaid balance of your Account that is outstanding as of the end of each billing period covered by each bill. As long as you continue to pay the New Balance every month by the due date listed on your bill, there will be a grace period on your Account purchases and we will not charge interest on those purchases. If you do not pay by the due date the New Balance that is outstanding as of the end of a given billing period, there will be no grace period and you will owe interest on the unpaid Account balances from the end of that billing period. After the end of that billing period, all charges will accrue interest from the date they were made. To take advantage of the grace period again, you must pay your New Balance in full and on time for as much as two billing periods in a row.

F. **Minimum Interest Charges.** You must pay a minimum of \$2.00 of interest after any billing period in which you owe any interest charges.

7. FEES:

A. **Annual Fee:** In the first billing period your Account has a purchase, we will charge a \$59.00 annual fee to your Account. Thereafter you will be charged this annual fee on or about the anniversary of the first charge to your Account (your "Anniversary Date"), so long as your Account has an unpaid balance or remains open for new purchases. We will notify you about this annual fee before each Anniversary Date. Our notice will explain when and how you may close your Account to future purchases and pay the full unpaid balance, if you do not want to be charged this annual fee on an Anniversary Date. If you authorize us to provide periodic statements electronically (e-statements) through our website (www.hccredit.com), you will not be charged \$20 of this annual fee on an Anniversary Date. If you authorize us to be paid automatically each month by electronic funds transfer (EFT) from your deposit account, you will not be charged \$39 of this annual fee on an Anniversary Date.

B. **Credit Limit Increase Fee:** We will charge a \$29.00 fee to your Account if we process your request for an increase to your Account credit limit.

C. **Returned Payment Fee:** If your payment is returned unpaid to us for any reason, we will charge a \$25.00 returned payment fee to your Account. If your payments are returned unpaid more than once during any six-month period, we will charge a \$35.00 returned payment fee to your Account. After that, your returned payment fee will not return to \$25.00, until you make Account payments required by the Agreement that are paid in full for six consecutive months.

D. **Late Payment Fee:** If you do not pay at least the minimum payment due by its due date, we will charge a \$25.00 late payment fee to your Account. If you do not pay the minimum payments due by their due dates more than once during any six-month period, we will charge a \$35.00 late

payment fee to your Account. After that, your late payment fee will not return to \$25.00, until you make at least the minimum payment due by its due date for six consecutive months.

E. Additional Account Fees: We will charge additional fees to your Account for certain services that you may request in connection with your Account. The additional fees we may charge to your Account for Account services include, but are not limited to, the following: a \$29.00 stop payment fee to cancel or suspend payments of your Account, including electronic funds transfers; a \$10.00 per page fee for copies of documents unrelated to a billing error; a \$5.00 fee to issue a replacement Card; a \$19.95 expedited payment fee each time you request expedited assistance from our live customer service representative or agent to make an automated payment of your Account by or near its due date; and a \$15.00 expedited service fee each time you request expedited assistance from us for reasons other than completing an Account payment (for example, to request an Account balance or payoff letter from us within three business days). You may contact us at 877-486-3442 at any time with questions about these and other Account services, or to request a schedule of other Account fees that we may require for particular services that are not listed here.

8. CREDIT LIMIT: We will establish a credit limit for your Account. You agree that you will not use or permit others to use your Account to obtain credit if it would cause the outstanding balance of your Account to exceed its credit limit. However, we may, at our option, without waiving any of our rights, permit charges to your Account, even if those charges would cause your outstanding Account balance to exceed its credit limit. We will not assess a fee if we elect to honor charges that cause your Account to exceed its credit limit.

9. ENTIRE BALANCE DUE: If you break your promises under this Agreement, you understand and agree that we may demand that you pay the entire outstanding balance of your Account at once, subject to any legally required notices and limitations of applicable law. We may also do this if you made any false or misleading statements on your application, if you become insolvent or are subject to bankruptcy proceedings, or if you die, to the extent permitted by and in accordance with applicable law.

10. COLLECTION COSTS: To the extent permitted by law, you promise to pay all of the costs we incur to collect your Account, including reasonable and allowable attorney's fees.

11. JOINT ACCOUNTS: If this is a joint Account, each of you is responsible as an individual and all of you are responsible as a group for all amounts that are owed in connection with the Account. Each of you is responsible, even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant or co-borrower is ordered by a court to pay us. You will remain liable to us if your co-applicant or co-borrower fails to pay as ordered by the court. Your Account status will continue to be reported to the credit bureau under each of your names. The delivery of Account notices or bills to any of you serves as delivery of those notices and bills to all of you. We may rely on and comply with instructions given by any of you with respect to the Account. We are not liable to any of you for relying on or complying with instructions given by any of you.

12. NOTICES, CHANGES OF ACCOUNT INFORMATION, AND METHODS OF CONTACT: We can include numbers and addresses from which you contact us as numbers you provide. We may obtain address corrections from the US Postal Service and telephone numbers and other contact information from third party sources. You agree to pay any fees or charges for which you may become responsible as a result of our attempts to communicate with you and we will not reimburse you for such costs. You authorize us or third parties acting on our behalf to send text messages to numbers you provide or to other numbers where we have reason to believe we can reach you. This includes attempts to contact you on cellular phones or other such phones and you agree that we can use automatic dialers, leave pre-recorded messages, and send emails to an email address at which we have reason to believe you can be reached. We can make such calls, within the confines of applicable law, for purposes that include, but are not limited to, gathering information, providing service, collecting on your Account, or investigating suspected fraud or identity theft.

13. INVALIDITY: If one or more provisions of this Agreement are declared invalid or unenforceable by a court or arbitrator with jurisdiction, you and we agree that the remaining conditions and terms will not be affected.

14. CHANGING OUR AGREEMENT: Subject to notice requirements and limitations of applicable law, we may change the terms of this Agreement at any time, and the new terms that apply to your Account will take effect on the day we specify. If the law requires us to notify you in a certain way, or limit the effect of any change in Account or Agreement terms, we will comply.

15. AUTHORIZATION FOR RELEASE OF CREDIT INFORMATION: We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

16. ASSIGNMENT: We have the right to assign and transfer any amounts you owe us in connection with the Account and any of our rights under this Agreement. We assign this Agreement if we sell or pass to a third party any or all of our rights or obligations under the Agreement, including any amount that you owe under the Agreement. Depending on what we may assign, any party to which we assign this Agreement will enjoy all our rights under the Agreement, including the contractual rights to collect amounts you owe on the Account. You cannot assign or transfer this Agreement or any of your rights or duties to anyone else.

17. LOST OR STOLEN CARDS; LIABILITY FOR UNAUTHORIZED USE: If you notice the loss or theft of your Card or a possible unauthorized use of your Card, you should write to us immediately at HC Processing Center, PO Box 829, Springdale, AR 72765-0829, or call us at 877-486-3442. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.

18. **CANCELLATION:** We may cancel your Account at any time. If cancelled, you promise to destroy all Cards immediately. We may terminate or modify all or any part of your Card privileges at any time. You have the right to close your Account to future purchases at any time, if you send a written cancellation notice to: HC Processing Center, P.O. Box 829, Springdale, AR 72765-0829. Even if you close your Account to future purchases, you must pay all outstanding amounts on the Account and your Account will remain subject to interest and fees as provided in this Agreement until it is paid in full.

19. **INFORMATION SHARING:** You authorize us to share information about you as permitted by law. This includes information we get from you and others. It also includes information about your transactions with us. Please see our Privacy Notice for details about our information sharing practices.

20. **GOVERNING LAW:** This Agreement and all transactions under it will be governed by the laws of the State of Utah, which are expressly adopted to control all Account transactions, without regard to choice of law principles.

21. **ARBITRATION: PLEASE READ THIS SECTION CAREFULLY. IF YOU DO NOT REJECT IT, THIS SECTION WILL APPLY TO YOUR ACCOUNT, AND MOST DISPUTES BETWEEN YOU AND US WILL BE SUBJECT TO INDIVIDUAL ARBITRATION. THIS MEANS THAT: (1) NEITHER A COURT NOR A JURY WILL RESOLVE ANY SUCH DISPUTE; (2) YOU WILL NOT BE ABLE TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING; (3) LESS INFORMATION WILL BE AVAILABLE; AND (4) APPEAL RIGHTS WILL BE LIMITED.**

• **What claims are subject to arbitration**

1. If either you or we make a demand for arbitration, you and we must arbitrate any dispute or claim between you or any other user of your account, and us, our affiliates, agents and/or dealers/merchants/retailers that accept the card or program sponsors if it relates to your account, except as noted below.
2. We will not require you to arbitrate: (1) any individual case in small claims court or your state's equivalent court, so long as it remains an individual case in that court; or (2) a case we file to collect money you owe us. However, if you respond to the collection lawsuit by claiming any wrongdoing, we may require you to arbitrate.
3. Notwithstanding any other language in this section, only a court, not an arbitrator, will decide disputes about the validity, enforceability, coverage or scope of this section or any part thereof (including, without limitation, the next paragraph of this section and/or this sentence). However, any dispute or argument that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide.

• **No Class Actions**

YOU AGREE NOT TO PARTICIPATE IN A CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION AGAINST US IN COURT OR ARBITRATION. ALSO, YOU MAY NOT BRING CLAIMS AGAINST US ON BEHALF OF ANY ACCOUNTHOLDER WHO IS NOT AN ACCOUNTHOLDER ON YOUR ACCOUNT, AND YOU AGREE THAT ONLY ACCOUNTHOLDERS ON YOUR ACCOUNT MAY BE JOINED IN A SINGLE ARBITRATION WITH ANY CLAIM YOU HAVE.

If a court determines that this paragraph is not fully enforceable, only this sentence will remain in force and the remainder will be null and void, and the court's determination shall be subject to appeal. This paragraph does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers, including you. This means that we will not have the right to compel arbitration of any claim brought by such an agency.

• **How to start an arbitration, and the arbitration process**

1. The party who wants to arbitrate must notify the other party in writing. This notice can be given after the beginning of a lawsuit or in papers filed in the lawsuit. Otherwise, your notice must be sent to HC Processing Center Legal Department, PO Box 829, Springdale AR 72765-0829, ATTN: ARBITRATION DEMAND. The party seeking arbitration must select an arbitration administrator, which can be either the American Arbitration Association (AAA), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org, (800) 778-7879, or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com, (800) 352-5267. If neither administrator is able or willing to handle the dispute, then the court will appoint an arbitrator.
2. If a party files a lawsuit in court asserting claim(s) that are subject to arbitration and the other party files a motion with the court to compel arbitration, which is granted, it will be the responsibility of the party asserting the claim(s) to commence the arbitration proceeding.
3. The arbitration administrator will appoint the arbitrator and will tell the parties what to do next. The arbitrator must be a lawyer with at least ten years of legal experience. Once appointed, the arbitrator must apply the same law and legal principles, consistent with the FAA, that would apply in court, but may use different procedural rules. If the administrator's rules conflict with this Agreement, this Agreement will control.
4. The arbitration will take place by phone or at a reasonably convenient location. We will always pay arbitration costs, as well as your legal fees and costs, to the extent you prevail on claims you assert against us in an arbitration proceeding which you have commenced.

• **Governing Law for Arbitration**

This Arbitration section of your Agreement is governed by the Federal Arbitration Act (FAA). Utah law shall apply to the extent state law is relevant under the FAA. The arbitrator's decision will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award.

• **How to reject this section.**

You may reject this Arbitration section of your Agreement. If you do that, only a court may be used to resolve any dispute or claim. To reject this section, you must send us a notice within 60 days after you open your account or we first provided you with your right to reject this section. The notice must include your name, address and account number, and must be mailed to HC Processing Legal Department, PO Box 829, Springdale, AR 72765-0829. This is the only way you can reject this section.

YOUR BILLING RIGHTS: KEEP THIS DOCUMENT 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 Statement

If you think there is an error on your statement, write to us at: **HC Processing Center, PO Box 802, Springdale, AR 72765-0802.**

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 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.
- 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 bill 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 statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

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

If you receive our explanation but still believe your bill 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 bill. 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 bill 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 credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the 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 credit card for the purchase.
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: **HC Processing Center, PO Box 802, Springdale, AR 72765-0802.** 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.

F A C T S		WHAT DO FIRST ELECTRONIC BANK (“FIRST ELECTRONIC”) AND DENT-A-MED, INC. d/b/a HC PROCESSING CENTER (“HC PROCESSING”) DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> ▪ Social Security number and income ▪ account balances and payment history ▪ credit history and credit scores <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>		
How?	All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons First Electronic and HC Processing choose to share; and whether you can limit this sharing.		
Reasons we can share your personal information	Do First Electronic and HC Processing share?	Can you limit this sharing?	
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No	
For our marketing purposes – to offer our products and services to you	Yes	No	
For joint marketing with other financial companies	No	We don’t share	
For our affiliates’ everyday business purposes – information about your transactions and experiences	No	We don’t share	
For our affiliates’ everyday business purposes – information about your creditworthiness	No	We don’t share	
For our affiliates to market to you	No	We don’t share	
For nonaffiliates to market to you	No	We don’t share	
Questions?	Call 1-877-486-3442		

Privacy Policy Continued

Who we are	
Who is providing this notice?	First Electronic Bank (“First Electronic”) and HC Processing Center (“HC Processing”)
What we do	
How do First Electronic and HC Processing protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How do First Electronic and HC Processing collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ▪ apply for a loan or open an account ▪ give us your contact information or pay your bills ▪ use your credit card <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ▪ sharing for affiliates' everyday business purposes – information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ <i>First Electronic and HC Processing do not share with their affiliates.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ <i>First Electronic and HC Processing do not share with nonaffiliates so they can market to you.</i>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ▪ <i>First Electronic and HC Processing do not jointly market.</i>

Other Important Information

For Vermont Residents: We will not share information we collect about you with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization.

For California Residents: We will not share information we collect about you with nonaffiliated third parties, except as permitted by California law, such as to process your transactions or to maintain your account.

For our everyday business purposes, we may share your personal information with the merchants and providers where you use your Account and their related companies. You cannot limit this sharing.