

Commonwealth Bank & Trust Co. Consumer Cardholder Account Agreement

1. **AGREEMENT.** This Agreement (the "Agreement") by and between Commonwealth Bank and Trust Company (hereinafter, "Issuer" or "we") and yourself (sometimes referred to as "you", "your", or "Customer") governs Customer's use of Issuer's credit card accounts (hereinafter, "Account"). Customer's use of the Account or any payment on the Account indicates Customer's acceptance of the terms of this Agreement. Any cards or checks issued to Customer remain the property of Issuer, and shall be surrendered upon Issuer's request. The Account and its privileges are not transferrable and may be cancelled or revoked by Issuer at any time for any reason without notice subject to applicable law. Issuer has no responsibility for the refusal of any seller to honor the Account, or for merchandise or services purchased through the use of the Account, other than Billing Rights, except as provided in the Federal Truth-in-Lending Act, as referred to in the Billing Rights Summary attached at the end of this agreement. Transactions restricted by the Unlawful Internet Gambling Enforcement Act of 2006 (UIGEA) are prohibited from being processed through the Account.
2. **CHANGES TO AGREEMENT.** Issuer expressly reserves the right to amend this Agreement at any time, by adding, deleting, or changing provisions of this Agreement. All such amendments will comply with the applicable notice requirements of federal and Kentucky law then in effect.
3. **TYPES OF TRANSACTIONS.** Customer may obtain credit in the form of Purchases, Balance Transfers, and Cash Advances, by using cards, access checks, an account number, or other approved credit devices. Cards shall mean the credit cards issued to Customer and to any other person with authorization for use on Customer's account pursuant to this Agreement. Customer must sign card before using it. A personal identification number ("PIN") is associated with Customer's credit card as of the opening of the Account. Customer may be required to use a PIN to make Cash Advances at an ATM or to complete Purchases at certain merchant terminals.
 - a. "Purchase" means the use of Customer's card or account number to: i) buy or lease goods or services; or ii) make a transaction that is not otherwise a Cash Advance. Purchases include Account fees, as well as transaction fees and adjustments associated with any Purchase.
 - b. "Balance Transfer" means a transfer of funds to another creditor initiated by us at your request. Balance Transfers include transaction fees and adjustments associated with any Balance Transfer.
 - c. "Cash Advance" means the use of your account for a loan in the following ways: (i) Direct Deposit: by a transfer of funds via an ACH (Automated Clearing House) transaction to a deposit account initiated by us at your request; or (ii) Check Cash Advance: by an access check you sign as drawer.
4. **CREDIT LIMIT.** Customer may make Cash Advance withdrawals totaling not more than \$300 each day from compatible ATM terminals, subject to available credit. Terminals or terminal operators may have other limits on the amounts or frequency of cash withdrawals. Customer agrees not to incur charges to the

Account which exceed the maximum credit authorized by the Issuer. In the event Customer incurs charges in amounts exceeding such maximum authorized credit, Customer shall pay immediately the amount by which the total new balance exceeds such maximum authorized credit. Credit limits are subject to change based on Customer's credit worthiness, payment history and other bank criteria.

5. **PAYMENTS.** Customer agrees to pay, in accordance with billings, indebtedness incurred for Purchases, Cash Advances, Balance Transfers, any applicable interest charge, annual fees, any late payment fees, and any other fees imposed from time to time pursuant to these terms and conditions. In the event of Customer's breach or default in the performance of these terms and conditions, all additional costs and expenses incurred by Issuer resulting from, and including, all reasonable attorney fees, shall be paid by the Customer. All payments by Customer shall be made in U.S dollars. Issuer may place a reasonable hold on the crediting of check payments.
6. **PERIODIC STATEMENT AND PAYMENT SCHEDULE.** Issuer will send Customer a statement for each billing cycle in which there is a balance for Purchases, Cash Advances, and Balance Transfers. Customer must pay at least the minimum payment due disclosed on the statement which will be 2.50% of the total new balance disclosed on the statement, or \$25 whichever is greater (or the portion of \$25 that is necessary to pay the total new balance in full) plus all indebtedness which exceeds the credit limit and all amounts listed as past due on the Account statement. The minimum payment will be rounded up to the nearest whole dollar amount. Secured cardholders must pay at least minimum payment due disclosed on the statement, or \$100, whichever is less, plus all indebtedness which exceeds the credit limit and all amounts listed as past due on the account statement. Payments in excess of the minimum payment amount or additional payments may be made at any time but shall not affect Customer's obligation to pay succeeding monthly payments so long as any amount is due and owing on the Account. Interest charges on the Purchases new balance disclosed on any monthly statement may be avoided by payment of either the total new balance or Purchases new balance in full on or before the payment due date as disclosed on the monthly statement. If not paid, interest charges will be incurred on the principal portion of the Purchases new balance as of the statement closing date as disclosed on the monthly statement, and interest charges will be incurred on the new Purchases posted to the account during the next billing cycle as of the date of posting of each. Interest charges are incurred on Cash Advances from the date the money is advanced until payment in full is received.
7. **INTEREST CHARGE.** The interest charges on the Customer's monthly statement are figured separately for Purchases and Balance Transfers, and Cash Advances.
 - a. **Purchases and Balance Transfer** - Method G-Average Daily Balance (including new transactions). Interest charges will be imposed on all Purchases from the date each Purchase posts to Customer's account. To avoid incurring interest charges on the beginning balance of Purchases reflected on Customer's monthly statement, and on any new Purchases appearing on Customer's monthly statement, Customer must pay the entire new balance, as shown on the monthly statement, on or before the payment due

date. Issuer figures the interest charge on Customer's account by applying the periodic rate to the average daily balance of Customer's account. The periodic rate for Purchases per month corresponds to the fixed or variable rate as disclosed. To get the average daily balance, Issuer takes the beginning balance of Customer's account each day, adds any new Purchases and fees, and subtracts any unpaid interest or finance charges and any payments or credits. This gives Issuer the daily balance. Then, Issuer adds up all the daily balances for the billing cycle and divides the total by the number of days in the billing cycle. This gives Issuer the average daily balance. Interest charges will be imposed on Balance Transfers in accordance with the method described in this section.

- b. **Cash Advances** - Method F-Average Daily Balance (including new transactions). Any Cash Advance made through Issuer or any other participating financial institution will be posted to the Cash Advance balance of Customer's account. Interest charges for each Cash Advance will begin to accrue on the date that Customer withdraws such Cash Advance. No grace period applies to any interest charge imposed for any Cash Advance. To avoid incurring additional interest charges on the beginning balance of Cash Advances reflected on Customer's monthly statement, Customer must pay the beginning balance shown on the monthly statement on or before the payment due date. Issuer figures the interest charge on Customer's account by applying the periodic rate to the average daily balance of Customer's account. To get the average daily balance, Issuer takes the beginning balance of Customer's account each day, adds any new Cash Advances and fees, and subtracts any unpaid interest or finance charges and any payments or credits. This gives Issuer the daily balance. Then, Issuer adds up all the daily balances for the billing cycle and divides the total by the number of days in the billing cycle. This gives issuer the average daily balance.
8. **SCHEDULE OF FEES.** (a) Annual Fee. NONE, unless Secured Card, then \$35. (b) Cash Advance Limit and Fee. An interest charge will be computed on the amount of each Cash Advance as of the date of the transaction. The interest charge will be either \$5 or 3.00% of the Cash Advance, whichever is greater. (c) International Transaction Fee. 3% of each transaction in USD. (d) Balance Transfer limit and fee. 3.00% of the amount transferred or \$50, whichever is greater, not to exceed \$900; Minimum Balance Transfer \$100. The fee, and the transfer transaction, will appear on Customer's monthly account statement. Fees may increase Customer's minimum amount due on Customer's next monthly statement. Each transfer will reduce Customer's available credit just like any other transaction. (e) Late payment fee. If a payment of at least the amount of the minimum required payment disclosed on the periodic statement is not received by the Payment Due Date, a penalty fee up to \$36 will be imposed. (f) Over the Limit Fee. NONE (g) Returned payment fee. If any check or other instrument given for payment of the Account is dishonored for any reason, a penalty fee up to \$36 will be imposed. (h) Expedited phone payment. An expedited phone payment fee of \$10 will be imposed if the payment involves an expedited service by a service representative.

No charge for automated payments. (i) Rush card fee: \$35 Domestic, \$100 International (j) Reissue Fee. \$8.95 (k) Additional monthly statement requested: \$8.95.

9. **VARIABLE ANNUAL PERCENTAGE RATE.** The current monthly periodic rate and corresponding APR for Purchases and Balance Transfers are disclosed on the accompanying disclosure. These rates may vary monthly and shall be adjusted on the first day of each billing period ("Change Date"). The APR on each Change Date shall equal the highest Prime Rate published in The Wall Street Journal on the first date of publication in the calendar month preceding each change date ("Index Rate"), plus a margin. The monthly periodic rate for Purchases and Balance Transfers is 1/12th of the APR in effect for that billing period rounded to the nearest one hundredth of a percentage point. Beginning on the date an adjustment in the rate is effective and until the next Change Date, the monthly periodic rate then in effect will be applied to the balance in the account to determine the interest charges. The daily periodic rate for Cash Advances is 1/365 of the APR in effect for the billing period rounded to the nearest one hundredth of a percentage point. Interest charges for Cash Advances will begin on the date of the transaction. An adjustment in the monthly periodic rate and corresponding APR will apply both to the outstanding balances in the account and to new Cash Advances, (including any Balance Transfers from other credit card accounts), credit purchase, and other charges. An increase or decrease in the Index Rate will cause an increase or decrease in the monthly periodic rate and corresponding APR and may increase the amount and number of minimum payments. The Prime Rate is simply a reference index and is not the lowest interest rate available. If The Wall Street Journal stops publishing the Prime Rate, the Issuer will select a similar reference rate.
10. **UNAUTHORIZED USE, LOSS, OR THEFT.** If Customer identifies or suspects unauthorized use, loss, or theft on Customer's account, Customer should contact Issuer as soon as the unauthorized use is discovered at Commonwealth Bank & Trust CO., Attention: Card Services, 4912 US Hwy 42, Louisville, KY 40222 or by phone at 1-855-535-5654. Customer will not be liable to Issuer for any unauthorized use, loss, or theft on Customer's account that occurred within the first 60 days, that is reported to Issuer within 60 days of the unauthorized use, loss, or theft so long as Issuer determines that Customer's actions or omissions did not contribute to or cause the unauthorized use, loss, or theft.
11. **MOBILE PHONES OR OTHER DEVICES.** Smart phones, tablets and other electronic devices can store Customer's card information (such as through a mobile wallet). This means they can be used to make Purchases or other transactions. Any such transactions are covered by this agreement. Apps that use the Customer's card to make transactions may have separate terms of use. Issuer is not responsible if the customer violates those terms, or for any consequences resulting from any violation.
12. **BALANCE TRANSFERS DO NOT EARN REWARD POINTS OR CASH.** Up to three (3) Balance Transfers may be requested at one time. The total amount of Customer's request(s) including fees and interest charges cannot exceed Customer's available credit. Each transfer will reduce Customer's available credit just like any other transaction. Until Customer's Balance Transfer(s) is posted,

Customer may need to continue making payments to Customer's other accounts to keep them current. Balance Transfers are not subject to a grace period, and may take up to 4 weeks to process. Balance Transfers can be used to pay off non-credit card obligations; however, Balance Transfers cannot be used to pay off other Commonwealth Bank & Trust Company obligations. An interest charge will be computed on the amount of each Balance Transfer as of the date of the transaction.

13. **CASH REWARDS.** Customers who have a Common*Wealth* Preferred Card, or a CashBack Card, will earn 1% cash back on net Purchases (purchase minus any credits or returns) only. Purchases do not include Balance Transfers, Cash Advances, ATM transactions, convenience checks, disputed or unauthorized Purchases/fraudulent transactions, Card Account fees or finance charges. Customer's Account must be open and in good standing (i.e., not cancelled, delinquent, terminated, over the limit, lost or otherwise not available for Customer's use as a payment method) prior to redemption.
14. **SECURITY INTEREST.** Credit provided to the Customer for Purchases, Cash Advances, and Balance Transfers constitutes loans made by issuer to Customer in the State of Kentucky. To secure payment of Customer's obligations to Issuer under these regulations, Issuer shall, upon an event of default, acquire a security interest under Article 9 of the Uniform Commercial Code in all property of Customer's (other than funds on deposit, household goods, and real property used as Customer's principal dwelling) in possession of Issuer at the time of the event of default. Except as provided above, credit made available to the Customer after the effective date of these regulations may be secured by collateral given by Customer to secure other credit made available by Issuer. In certain situations, a Customer may be approved for a secured credit card based on the Customer's creditworthiness. If this happens, the Customer acknowledges that Customer has signed a security agreement granting issuer an interest in a deposit account maintained by the Customer with the Issuer. Refer to the Customer's signed security agreement for details, if applicable.
15. **ADDITIONAL CARD CUSTOMER(S).** Issuer may issue cards to additional cardholders approved by Customer. Additional cardholders may not have accounts with Issuer but they are able to access and utilize Customer's Account subject to the terms of this Agreement. Issuer may, in Issuer's discretion, report additional cardholders when Issuer reports to credit reporting agencies regarding the Account. Customer is responsible for all use of Customer's Account by additional cardholders and anyone Customer allows to use Customer's Account. Customer is responsible for all charges made by additional cardholders. Customer authorizes us to give additional cardholders information about Customer's Account. If Customer wants to cancel an additional cardholder's right to use Customer's Account (and cancel their Account card) Customer must give Issuer a reasonable time to process the request. Customer may notify us either in writing, verbally, or via electronic mail at: Commonwealth Bank & Trust Co., Attention: Card Services Department, 4912 US Hwy 42, Louisville, KY 40222.
16. **DEFAULT.** The Account balance will, at Issuer's option, become immediately due and payable, without notice, in the event that Customer: (a) die, cease to exist, or become insolvent or declares bankruptcy; (b) fail to make payments due on the Account, incur charges in excess of Customer's maximum authorized credit limit or otherwise breach the Account terms or conditions; (c)

attachment or garnishment proceedings are instituted against Customer; or (d) Issuer receives information which causes it to believe Customer is unwilling or unable to perform under the terms of this Agreement (individually, an "Event of Default"). Failure by Issuer to assert any rights hereunder shall not waive such rights. Upon an Event of Default, Customer shall have 15 calendar days after notice is mailed to Customer, or as otherwise provided by law, to cure such default. If Customer does not cure the Event of Default within said time period, the full amount of Customer's Account balance shall become immediately due and payable. No waiver of any Event of Default, nor any modification, waiver, discharge or termination of any provision of these provisions, nor consent to any departure by Customer therefrom, will be established by conduct, custom or course of dealing; and no modification, waiver, discharge, termination or consent will in any event be effective unless the same is in writing, signed by Issuer and specifically refers to this Agreement, and then such modification, waiver, discharge or termination or consent will be effective only in the specific instance and for the specific purpose for which given. No notice to or demand upon Customer in any case will entitle the Customer to any other or further notice or demand in the same or any similar or other circumstance.

17. **TERMINATION.** Customer's consent to this Agreement may be terminated at any time by written request or by surrendering to Issuer the card or cards, as applicable, issued to Customer. However, such termination shall not in any way affect Customer's obligations as to any balances or charges outstanding at the time of termination. Termination shall be binding on each person in whose name Customer's card or cards, as applicable, are issued. If Customer's spouse terminates the agreement contemplated by these regulations, the full amount of the Customer's account (including unpaid interest charges) may be declared by Issuer to be immediately due and payable. Unless sooner terminated, the privilege to use the Customer's card or cards, as applicable, shall expire on the date shown on the Customer's card or cards, as applicable. At any time, without liability to the Customer and without affecting the Customer's liability for credit previously extended, the Customer's privilege to use the Customer's card or cards, as applicable, may be revoked or limited by Issuer to the extent not prohibited by law.
18. **INTERNATIONAL TRANSACTIONS.** Purchases and Cash Advances occurring in foreign countries and billed in foreign countries will be billed to Customer's Account in U.S. dollars.
19. **MERCHANT REFUNDS.** A merchant refund to Customer's Account will post to the Account as a credit. The Issuer does not control when a merchant sends an Account credit. Issuer will choose how to apply the credit to Customer's existing Account balances.
20. **MILITARY LENDING ACT.** The provisions of this section only apply to certain members of the Armed Forces and their dependents. 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 APR 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).

21. **CREDIT BALANCE.** Issuer will make a good faith effort to return to Customer any credit balance that has been on Customer's credit card account longer than six consecutive billing cycles. Customer may also request a refund of a credit balance on the Account at any time.
22. **CREDIT REPORT.** Customer authorizes Issuer to obtain credit reports and other information about Customer from consumer reporting agencies and other sources. The information is used for determining whether to issue an Account and for administering, reviewing and renewing the Account. The information is also used when determining credit line increases or decreases, collections and other servicing of the Account. Additionally, it may be used for offering other products and services and for any other uses permitted by law. Customer agrees to furnish financial statements which may be requested at any time and in sufficient detail as Issuer may require to adequately perform underwriting tasks. The Issuer will provide the names and addresses of any credit bureaus used upon request.
23. **ACCOUNT INFORMATION REPORTED TO CREDIT BUREAUS.** Issuer may report information about Customer's Account to credit bureaus. Late payments, missed payments or other defaults on Customer's Account may be reflected in Customer's credit report. If Customer thinks the Issuer has reported inaccurate information to a credit bureau, Customer may write to Issuer at: Commonwealth Bank & Trust Co., Card Services Department, 4912 US Hwy 42, Louisville, KY 40222.
24. **NO WAIVER OF RIGHTS.** Issuer may delay enforcing any of its rights under this Agreement without losing them. Issuer may accept late payments or partial payments even though marked payment in full, without losing any of its rights under the terms of this Agreement.
25. **LAW GOVERNING THESE REGULATIONS. TO THE EXTENT NOT EXPRESSLY PROHIBITED BY APPLICABLE LAW, THIS AGREEMENT, AND CUSTOMER'S ACCOUNT, AS WELL AS ISSUER'S RIGHTS AND DUTIES AND CUSTOMER'S RIGHTS AND DUTIES REGARDING THIS AGREEMENT AND CUSTOMER'S ACCOUNT, WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF KENTUCKY (EXCLUDING THE CONFLICTS LAW OF KENTUCKY AND THE UNITED STATES REGARDLESS OF WHERE CUSTOMER MAY RESIDE OR WHERE CUSTOMER MAY USE CUSTOMER'S ACCOUNT AT ANY TIME).**

Billing Rights Summary

What To Do If You Think You Find A Mistake On Your Statement

You must contact us within 60 days after the error appeared on your statement, you must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

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

Commonwealth Bank & Trust Co.

Attention: Card Services

4912 US Hwy. 42

Louisville, KY 40222

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.

While we investigate whether or not there has been an error, the following are true:

- 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. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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. Purchases made with Cash Advances from an ATM or with a check that accesses your credit card 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:

Commonwealth Bank & Trust Co.
Attention: Card Services
4912 US Hwy. 42
Louisville, KY 40222

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.