

## Fidelity One Secured Credit Card and Revolving Line of Credit

### **Rate, Fee and other Cost Information**

Please print these disclosures and keep them with your records.

This Credit account is offered by Fidelity One Credit, Corp., Utah, and Utah law will govern the Credit Agreement. If your application is approved, the complete terms applicable to your account will be furnished to you in the Credit Agreement. In the following disclosures, "we," "our," and "us" refer to Fidelity One Credit, Corp. (hereinafter, Fidelity One), and "you" and "your" each refer to the person applying for an Account, each person to whom we issue a Card or Revolving Line of Credit at your request, and anyone else who uses your card or credit line with your consent.

***Below are the rates, fees and terms associated with this credit offer.***

Annual Percentage Rate (APR) for Purchases (Credit Card only)	19.9% fixed.
APR for Cash Advances (Credit Card & Revolving Line of Credit)	24% fixed minimum APR. Actual APR varies by state. See below for more information.
Other APRs	<u>Balance Transfer APR</u> : Same as Cash Advance. <u>Default APR</u> : Your Annual Percentage Rate may be increased as much as 12% if you go into default.
Method of Computing Balance for Purchases	Average Daily Balance (Including new purchases).
Minimum Finance Charge	\$1
Cash Advance Transaction Fee	\$5 or 3% of the Advance, whichever is greater. This fee is a Finance Charge.
Annual Membership Fee	\$25 minimum fee based upon the amount of your credit limit. This is a Finance Charge.
Account Set-Up Fee	\$29
Over Limit Fee	\$29
Credit Limit Increase Fee	\$29
Late Payment Fee	\$25
Enrollment Fee	None.
Card Activation Fee	None.
Processing Fee	None.
Program Fee	None.
Participation Fee	None.
Account Servicing Fee	0.4% of the Principal Balance of your account, billed to your account monthly. Minimum charge \$3.
Other Fees	\$29 Additional Card Fee; \$39 Stop Payment Fee; \$39 Returned Payment Fee; \$9 Pay By Phone Fee; 1% Uninsured Auto Fee (1% of the Principal Balance of your account, billed to your account monthly in the event you do not provide proof of full-coverage auto insurance or your auto insurance is discontinued for any reason).

*We reserve the right to change the account terms (including APRs) at any time, in addition to APR increases that may occur for failure to comply with the terms of your account. For example, we may*

*change the terms if we do not receive any payment when due that is owed on your account, or if you make a payment to us that is not honored by your bank. The APRs for this offer are not guaranteed; APRs may change to higher APRs, fixed APRs may change to variable APRs, or variable APRs may change to fixed APRs. See Credit Agreement for full details. A Credit Agreement along with the rates, fees, and terms of your account will be made available to you immediately upon approval of your credit application.*

**Finance Charges:** Your Account will also be subject to the following Finance Charges, each of which will be billed to your Account: Periodic Finance Charges: Finance Charges are imposed whenever you obtain a cash advance, incur fees, or when a purchase is posted to your Account. Finance Charges are imposed from the time a purchase, cash advance, or fee is posted, until it is paid in full.

**Cash Advance Rate Information:** The Annual Percentage Rate for Cash Advances varies by state, minimum 2% per month, and may be higher depending on your personal credit history. The actual rate, monthly payment amount, and terms of your account will be explained to you by a credit specialist prior to funding, and will not be applied without your express written consent.

**Default APR Information:** If you fail to make the minimum payment when due, or if your payment is returned by your bank or financial institution for any reason, or if your account goes into default for any other reason, your Annual Percentage Rate may be increased up to 12% above your current APR rate. If we increase your APR for this reason, we may return you to a lower APR if you make at least the minimum payment on time for six consecutive billing periods and you are not in default in any other way. If you have an introductory APR that has expired, we will not return you to that APR.

**Other Reasons Your Terms Could Change:** We reserve the right to change the terms of your account, including APRs and fees, at any time for other reasons, including changes to competitive or general economic conditions. If we change your terms for reasons other than when you paid late or go into default as described above, we will notify you in writing.

**How Your Credit History Could Affect Your APR:** We do not engage in a practice known as "universal default." Universal default permits a credit company to increase your APR to the Default APR solely because you fail to make a payment on a loan with another lender or your credit history contains negative information.

**Computing Periodic Finance Charges:** The Finance Charge is determined by multiplying the "Average Daily Balance" for purchases and cash advances outstanding during the monthly billing cycle by the daily "Periodic Rate." The daily "Periodic Rate" for purchases is .05528%, which is equivalent to an Annual Percentage Rate of 19.9%. The daily "Periodic Rate" for cash advances is determined by dividing the "Monthly Percentage Rate" applicable to your account by 30. The term "Cash Advance" means any cash advance obtained through a Fidelity One Secured Credit Card or Revolving Line of Credit account or through any participating affiliated automatic teller machine ("ATM") or any financial institution or other establishment authorized to process or grant cash advances and also includes, for purposes of computation of finance charges, fees incurred on your account that are not paid in full, Convenience Checks, and all other cash-equivalent transactions including, but not limited to, Balance Transfers, electronic funds or wire transfer orders, and other transactions with cash-equivalent merchants. The "Average Daily Balance" is computed by taking the beginning balance of your Account on each day, calculated separately for purchases and cash advances, adding new purchases, fees, and/or cash advances and subtracting any payments or credits to get each day's daily balance. The daily balances are then added together and divided by the number of days in the billing cycle to get the "Average Daily Balance." The minimum Finance Charge is \$1 for each billing cycle during which a Finance Charge based upon a periodic rate is imposed.

**Account Set-Up Fee:** We impose a one-time Account Set-Up Fee of \$29 as a condition of extending credit to you. The Account Set-Up Fee is a FINANCE CHARGE.

**Cash Advance Fee:** In addition to the monthly calculation of the cash advance FINANCE CHARGE, there is an additional Finance Charge of the greater of \$5 or 3% of the amount of the cash advance for each cash advance obtained.

**Annual Fee:** We impose an Annual Fee as a condition of extending credit to you when your account is opened and annually thereafter on approximately the anniversary date of your account. The amount of the annual fee is based upon the amount of your credit limit and is \$25 for credit limits of \$1 up to \$999; \$45 for credit limits of \$1,000 up to \$1,499; \$65 for credit limits of \$1,500 up to \$1,999; \$90 for credit limits of \$2,000 up to \$2,499; \$120 for credit limits of \$2,500 up to \$2,999; and \$150 for credit limits of \$3,000 and over. The Annual Fee is a FINANCE CHARGE.

**Late Payment Fee:** If we do not receive a payment from you in at least the amount of the Minimum Payment by the Payment Due Date shown on your Monthly Billing Statement, you will be charged a Late

Payment Fee of \$25.00. We may also refer to this fee as the late fee or late charge.

**Overlimit Fee:** If at any time during a Billing Cycle your Account balance exceeds your Credit Limit, even if only for a day, you will be charged an Overlimit Fee of \$29.00. We will not charge more than one Overlimit Fee for any Billing Cycle. However, we may charge an Overlimit Fee in subsequent Billing Cycles, even if no new transactions are made on your Account, if your Account balance remains over your Credit Limit at any time during such Billing cycle. The charging of an Overlimit Fee shall not create any right on your part to exceed your Credit Limit or constitute a waiver by us of any rights upon your default.

**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 of \$39.00.

**Credit Limit Increase Fee:** Each time your request for a credit limit increase is approved, a Credit Limit Increase Fee of \$29.00 will be charged to your account. This fee is a Finance Charge.

**Future Credit Limit Increases:** You will be eligible for consideration of a credit limit increase after six months if your account is in good standing. You may contact us anytime after the initial six-month period to request an increase. We may review your vehicle value and credit history to determine if we should increase your Credit Limit, or to set the level of increase, if any, at our sole discretion.

**Express Delivery Fee:** We impose a \$25.00 fee for the express delivery of your Card(s) or documents sent Priority 2-day airmail.

**Auto Draft Charge:** We impose a \$2.95 charge for each payment you make using our recurring auto draft payment (ACH) service.

**Account Servicing Fee:** We charge an Account Servicing Fee of 0.4% of the Principal Balance of your account as of the Billing Cycle Closing Date, billed to your account monthly for the maintenance and servicing of your account, minimum \$3, maximum \$10 charge. There is no charge if you have a zero balance.

**Lien Registration Fee:** We will bill your account for the fee charged to us for recording a security interest in your vehicle. This amount is paid directly to the State.

**Uninsured Auto Fee:** In the event that you do not provide us with proof of full-coverage auto insurance, or your auto insurance is discontinued for any reason, you will be charged an Uninsured Auto Fee equal to 1% of the Principal Balance of your account, billed to your account monthly until proof of full-coverage insurance is provided to us. **This is a fee, not an insurance premium or payment to purchase insurance.** Any and all payments received from this fee do not go towards insuring your vehicle.

**GPS Installation/ Removal Fee:** In the event that a GPS locating device is required for the protection and security of your vehicle, we charge \$99 for the installation and/or removal of the device.

**Miscellaneous Other Fees:** \$29 Wire Transfer Fee each time you request funds transferred by wire; \$29 Additional Card Fee each time you request an additional or replacement card; \$39 Stop Payment Fee each time you instruct us to stop a payment or electronic funds transfer; \$9 Pay by Phone Fee each time you make a payment by phone.

**Available Credit and Cash Advance Limitations:** The following fees will be billed to your first statement: Account Set-Up Fee, Annual Fee, and Lien Registration Fee, along with possible other fees such as an Additional Card Fee, Cash Advance Fee, Account Servicing Fee, and Miscellaneous Other Fees listed above (if applicable). These fees will reduce your available credit until they are paid.

**Eligibility Requirements:** You must be a U.S. Resident (except U.S. Territories and APO/ FPO addresses), 18 or older, own a vehicle that is paid off or almost paid off, have a valid social security number, and not have an open or unpaid Fidelity One account or pending application. Applications must be fully completed and submitted. Application information must be verifiable and without fraud or other risk alerts. Business accounts are not eligible.

**Authorization:** You certify that all information given in your application is true and correct and you are giving this information in order to obtain credit, and authorize Fidelity One to obtain information concerning any statements provided in your application. You agree to furnish Fidelity One with all requested information. You agree to grant Fidelity One a security interest in your vehicle for the purpose of securing all sums due under the Credit Agreement and terms of your account. You acknowledge that you have read the Arbitration provision below, and if your application for a Fidelity One account is approved, you authorize Fidelity One to

**charge the Account Set-Up Fee, Annual Fee, and Lien Registration Fee, along with possible other fees such as an Additional Card Fee, Cash Advance Fee, Account Servicing Fee, and Miscellaneous Other Fees (if applicable) to your Account.**

**Arbitration:** By applying for or obtaining a Fidelity One account, you agree that you will first attempt to resolve any disputes directly with us and that if we are unsuccessful in resolving the dispute for any reason, the dispute will be resolved exclusively by binding arbitration governed by the Federal Arbitration Act and Utah law. This means you are waiving the right to jury trial, to discovery and other procedures available in court, and to be a class representative or participate in a class action lawsuit. When you review the Credit Agreement you should read the arbitration provision in your agreement carefully and not accept or use the account unless you agree to be bound by the arbitration provision.

**Privacy Policy:** Our Privacy Policy explains that we may share your nonpublic personal information as described in the Policy. The Privacy Policy also explains how you can exercise your privacy rights by electing to opt out of certain information sharing. Please review our [Privacy Policy](#) for more details.

#### **Disclosures:**

**Refund Disclosure:** Your Annual, Account Set-Up, Account Servicing, and Additional Card Fees are membership fees for truth in lending purposes. If you elect to close your Account(s) within 30 days from the date your account is opened, you may return the card along with any cash advance or purchase amounts to us and all interest and fees paid will be refunded to you. After this 30-day period these fees are no longer refundable and you are responsible for the account and payment of all fees and charges on the account.

**Lien Disclosure:** You will be granting Fidelity One a security interest in your vehicle for the purpose of securing all sums due under the Credit Agreement and terms of your account.

**Information Disclosure:** The following describes your agreement with us with respect to information sharing. By requesting, obtaining, or using a credit card/ revolving line of credit from us you agree that we may release information in our records regarding you and your Account: (a) to comply with any properly served subpoena or similar request issued by a state or federal agency or court; (b) to share your credit performance with credit reporting agencies; (c) to provide information on your Account to any third party who we believe is conducting an inquiry in accordance with the Federal Fair Credit Reporting Act; (d) to share information with our employees, agents or representatives performing work for Fidelity One in connection with your Account; or (e) to communicate information as to our transactions or experiences with you to persons or entities related by common ownership or affiliated by the corporate control or with any third party affiliates. We may also share information such as (1) information other than our own transactions with you with persons or entities related to Fidelity One by common ownership or corporate control; or (2) information about you with certain affiliated companies to provide or offer you selected products, services, or cardholder benefits. You may direct us not to share one or both of these. If this is your request, call 1-888-245-1190 or submit your request in writing to Fidelity One Credit, Corp., 3214 N. University Ave #450, Provo, Utah 84604. Be sure to include your name, address and Credit Account Number. You may receive a copy of our information on your Account by writing or calling us at the address or telephone number listed above. By requesting or obtaining a credit card/ revolving line of credit, you authorize us to check your credit history. You authorize your employer, bank and any other references listed to release and/or verify information to us and our affiliates in order to determine your eligibility for the credit card/ revolving line of credit and any renewal or future extension of credit. If you ask, you will be told whether or not consumer reports on you were requested and the names of the credit bureaus, with their addresses, that provided the reports. If you designate an authorized user to use your card/ revolving line of credit, you understand that Account information may also be reported to credit bureaus in the authorized user's name.

#### **Notices:**

By responding to this offer you are requesting a Fidelity One credit account. Fidelity One, at its sole discretion and option, may approve you for a Fidelity One Secured Credit Card or Revolving Line of Credit, or none at all.

By responding to this offer you are authorizing us to obtain credit reports about you, both now and in the future, for any legitimate business purpose associated with the account or request for an account, including but not limited to reviewing, modifying, renewing or collection on your account.

By responding to this offer you agree to be personally responsible for payment of all balances incurred on all credit card and revolving line of credit accounts issued to you or to authorized users designated by you pursuant to this offer now or whenever such additional accounts may be established in the future.

**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.

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

**New York and Vermont Residents:** Fidelity One may obtain at any time your credit reports for any legitimate purpose associated with the account or the application or request for an account, including but not limited to reviewing, modifying, renewing, and collecting on your account. On your request, you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Banking Department (1-800-518-8866) for a comparative list of credit card fees, rates and grace periods.

**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 credit 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 credit card or revolving line of credit account up to the limit of the account. Each applicant may be liable for amounts extended under the plan to any joint applicant.

**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 the provision.

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

**US Patriot Act:** 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 to 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.

# FIDELITY ONE CUSTOMER CREDIT AGREEMENT

**1. THE AGREEMENT:** THIS DOCUMENT IS THE AGREEMENT BETWEEN YOU AND US THAT GOVERNS YOUR ACCOUNT. IT MAY BE SUPPLEMENTED OR AMENDED BY INFORMATION IN OTHER DOCUMENTS WE ISSUE (SUCH AS PERIODIC ACCOUNT BILLING STATEMENTS AND THE MATERIALS WHICH ACCOMPANY NEW OR REPLACEMENT CARDS) WHICH WE IDENTIFY AS SUPPLEMENTING OR AMENDING THE TERMS OF THIS AGREEMENT, BUT IT MAY NOT BE CONTRADICTED BY OTHER DOCUMENTS WHICH ARE NOT SO IDENTIFIED OR BY EVIDENCE OF ANY ALLEGED ORAL AGREEMENT.

**2. ACCEPTANCE OF AGREEMENT:** BY ACCEPTING, OPENING, OR USING A FIDELITY ONE CREDIT ACCOUNT, YOU WILL BE AGREEING TO EVERYTHING WRITTEN HERE. PLEASE READ IT AND KEEP THIS AGREEMENT FOR YOUR RECORDS. YOUR USE OF THE ACCOUNT, CREDIT CARD, REVOLVING LINE OF CREDIT, AND ANY ACCOUNT SERVICE OR PRODUCT WILL BE GOVERNED BY THIS AGREEMENT AS IT MAY BE AMENDED FROM TIME TO TIME.

**3. DEFINITION OF TERMS:** In this Agreement the words "you", "your", "yours", "Cardmember" and "Account Holder" mean the primary card member or account holder named on the Fidelity One Credit Account, and any other legal entity or person who is contractually liable for, has signed the application for, has used or has permitted others to use a Card or the Account. "We," "Our," and "Us" means Fidelity One Credit, Corp., Utah, (hereinafter, Fidelity One), its successors or assigns. The words "Card" and "Cards" mean the credit card(s) issued by us. The term "Convenience Checks" means any checks, drafts or other instruments that we issue or provide for your use, or that we honor, in charging your Account. The term "Cash Advance" means any cash advance obtained through a Fidelity One Secured Credit Card or Revolving Line of Credit account or through any participating affiliated automatic teller machine ("ATM") or any financial institution or other establishment authorized to process or grant cash advances and also includes, for purposes of computation of finance charges, fees incurred on your account, Convenience Checks and all other cash-equivalent transactions including, but not limited to, Balance Transfers, taxes, court costs, fines, insurance premiums, money orders, savings bonds, electronic funds or wire transfer orders, charitable and political contributions, and other transactions with cash-equivalent merchants. There is no grace period for Cash Advances – you will accrue Finance Charges from the date the Cash Advance is made. The term "Balance Transfer" means any transfer of all or part of a balance from another account to your Account. The word "Account" means the Credit Account we open for you. The term "Purchase" means a purchase of goods or service made with a Card or charged to the Account, and also includes any Account transaction (other than fees or charges by us) that is not a Cash Advance, Convenience Check or Balance Transfer. "New Balance" means the entire aggregate balance shown as due on a periodic billing statement. "Security Interest" has the meaning stated in Paragraph 6. "Lien" has the meaning stated in Paragraph 7. "Amounts Due" has the meaning stated in Paragraph 10. "Lienholder" has the meaning stated in Paragraph 16. "Repossession" and "Repossess" has the meaning stated in Paragraph 19. "GPS" is an abbreviation for 'Global Positioning System'. "Credit Limit" has the meaning stated in Paragraph 25. "Billing Cycle" and "Billing Cycle Closing Date" has the meaning stated in Paragraph 28. "Affiliates" has the meaning stated in Paragraph 31. "Merchant Claims" has the meaning stated in Paragraph 45. "Claim" has the meaning stated in Paragraphs 44 and 51.

**4. REPRESENTATIONS, AUTHORIZATIONS AND AGREEMENTS:** By applying to us for credit, or by accepting our offer of credit, or by using the Account or any Card and/or Convenience Checks issued by us, you: (a) represent that you are at least 18 years of age and a US citizen or legal US resident; (b) certify that the information on your credit application, is true and correct and is given in order to obtain credit; (c) authorize Fidelity One to check your credit report and to verify and exchange credit information about you with third parties, including credit bureaus, from time to time; (d) authorize the receipt and exchange of credit information on all other Cardmembers or authorized account users; (e) request that an Account be opened in your name; (f) request that Cards and/ or a Line of Credit be issued on that Account as indicated in the application and any other requests; (g) understand that proof of income or other information may be requested from you or others, and you agree to provide this or any other additional information as requested by us from time to time; (h) understand that we may retain such credit or other information whether or not you receive a Credit Card or Revolving Line of Credit and that all information is subject to verification; (i) understand that we maintain the right to not open your account if the information provided on your application is not complete, accurate or verifiable; (j) agree to pay all charges incurred in accordance with the terms and conditions of your application, the disclosure information, and the Agreement and Disclosure Statement (and any future amendments) that will be mailed to you if your application is accepted and one or more Credit Cards/ Lines of Credit are issued; (k) agree to be liable for all charges to the Account as provided in this Agreement, whether incurred by you or other Cardmembers or users authorized by you; (l) agree to grant a security interest in your vehicle for the purpose of securing all sums due under this Agreement; (m) agree to be bound by the terms and conditions of this Agreement; (n) represent and agree that the Account and all Cards, Convenience Checks, Purchases, Charges, Balance Transfers and Cash Advances will be used only for legitimate purposes; and (o) agree to promptly notify us of any change in your name, address, or telephone number.

**5. ACCOUNT ACTIVATION:** FOR YOUR AND OUR MUTUAL CONVENIENCE, AND AT YOUR REQUEST, WE HAVE OPENED THIS ACCOUNT AND ISSUED THE CARD(S), CASH ADVANCE, AND/OR CONVENIENCE CHECKS TO YOU WITHOUT GETTING THIS AGREEMENT SIGNED BY YOU. WE ARE SENDING YOU A COPY OF THIS AGREEMENT FOR YOUR RECORDS AND FOR YOUR REVIEW UPON THE OPENING AND/OR CONTINUED USE OF THE ACCOUNT. WE HAVE GIVEN YOU AN OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH US BEFORE YOU USE THE ACCOUNT.

**YOU AUTOMATICALLY ACCEPT AND AGREE TO THE TERMS OF THIS AGREEMENT ONCE YOU USE YOUR ACCOUNT BY MAKING A PURCHASE, WRITING A CHECK, REQUESTING A BALANCE TRANSFER, TAKING A CASH ADVANCE, OR OTHERWISE USING THE CREDIT OFFERED ON THE ACCOUNT, EVEN THOUGH THIS AGREEMENT WILL NOT BE SIGNED BY YOU. IF YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT, DO NOT MAKE A PURCHASE, TAKE A CASH ADVANCE, USE THE CREDIT, OR ACTIVATE THE ACCOUNT. IF YOU CHOOSE NOT TO ACTIVATE AND USE YOUR ACCOUNT AND YOU RECEIVE A CREDIT CARD IN THE MAIL, PLEASE CUT THE CARD IN HALF AND RETURN IT TO US AT OUR ADDRESS SHOWN IN PARAGRAPH 10 (b).**

**6. SECURITY INTEREST:** In order to secure the performance of your obligations pursuant to this Agreement, you hereby grant Fidelity One (or its assignee) a security interest (also known as a legal or lienholder interest) in your vehicle, and all parts or accessories put on the vehicle, and in the proceeds of any insurance policies or service contracts covering the vehicle or credit or disability insurance policies, which security interest secures all sums which may become due under this Agreement, as well as any modifications or amendments of this Agreement. In order to record the security interest in your vehicle, you hereby appoint Fidelity One as your Attorney-in-fact, with full power of substitution, to sign in your name any and all Certificates of Ownership, title, or other documents required to transfer or convey an interest in, or title to, the vehicle. This grant of a Power of Attorney, being coupled with an interest, is irrevocable until all obligations under this Agreement are fully satisfied. Furthermore, you agree to pay any and all fees necessary to record a security interest and receive a valid title or Certificate of Ownership showing the recorded security interest. In the event that any license, registration, taxes, penalties, back payments, or other fees are due as a prerequisite for the recording and perfection of our security interest and issuance of a new title or Certificate of Ownership showing this interest, you authorize Fidelity One to pay these fees, and agree to reimburse Fidelity One for the total amount of fees paid. In order to maintain and preserve the security interest described above, you authorize Fidelity One to take whatever precautions it deems necessary to protect your vehicle and its security interest, which may include placing auto insurance on your vehicle in the event your insurance lapses (see Section 9 below for additional information), and/or installation of a GPS device in your vehicle. In the event that Fidelity One or its assignee is unable to obtain or perfect a security interest in the vehicle due to fraud or misrepresentation by you, then (a) you shall be in default of this Agreement, (b) we will take whatever legal actions we deem necessary, and (c) this matter may be referred to your local District Attorney for prosecution. Fidelity One or its Assignee will endorse the Certificate of Title and return it to you within thirty days upon receipt of payment in full of all amounts due and your written or oral request to close the account.

**7. WARRANTIES:** You warrant that: (a) the vehicle is not stolen and that you are the sole and legal owner of the vehicle; (b) you have not received the vehicle by fraud; (c) the vehicle has no liens (a legal claim of an amount due made by another party) or encumbrances, including liens for past-due child support, against it; (d) you are not a party to, or involved in any lawsuits or other judgments that may affect title to the vehicle; (e) you are not in voluntary or involuntary Bankruptcy and you are not anticipating filing a Bankruptcy proceeding of any type; (f) you have given true and correct information in the Credit Application and have no knowledge that will render that information untrue in the future; and (g) you have given Fidelity One a true payoff amount on any vehicle tendered as security.

You understand that Fidelity One has relied upon the correctness of all of your warranties and information in entering into this Agreement; and upon request, you agree to provide Fidelity One with documents and other information necessary to verify any item of information contained in your Credit Application or to add a lien on your vehicle in favor of Fidelity One.

**8. USE OF VEHICLE:** You agree to keep the vehicle free of all taxes and liens, except liens in favor of Fidelity One, and not to use the vehicle or permit the vehicle to be used illegally, improperly, for hire, or expose the vehicle to misuse, seizure, confiscation or other involuntary transfer. You agree not to make any material change in the vehicle or allow any material change in it to be made, or to transfer any interest in the vehicle. You agree to maintain the vehicle in good condition and repair, preserve it against loss or damage and assume the entire responsibility for all damages due to the operation of the vehicle, including but not limited to repairs, judgments, suites, attorney's fees, court costs, and any expenses that may be incurred by the use of the vehicle. No loss, damage, or destruction of the vehicle shall release you from the obligations hereunder this Agreement. You agree not to remove the vehicle, nor permit its removal from the Country. Although we are not obligated to do so, if we elect to pay any liens, fees or taxes in connection with this vehicle, or to expend any other amount to protect our interest in the vehicle, you will reimburse us at our option, within 15 days of our demand to do so, or we may add the dollar amount of any such liens, fees, taxes or other charges paid by us to the balance due on your account, which amount shall then accrue interest, from the time we pay such amounts until the time you repay them.

**9. INSURANCE:** You agree to keep the vehicle insured in favor of Fidelity One with policies satisfactory to Fidelity One, providing full coverage auto insurance, including comprehensive fire, theft and collision coverage, insuring the vehicle in an amount sufficient to cover the value of the vehicle with a deductible in an amount not greater than \$500. You agree to deliver the policies to us, and agree that we may: (a) contact your insurance agent to verify coverage or to add Fidelity One as a loss payee or lienholder; (b) make any claim under your insurance policy; (c) cancel the insurance on your default; and (d) receive any payment for loss or return of premium, and apply the amounts received, at our option, to repair or replacement of the vehicle or to your indebtedness under this Agreement, including indebtedness not yet due. If you fail to provide us with evidence of such insurance, or if you fail to maintain such insurance, or if your insurance policy is cancelled or discontinued for any reason, we may: 1) order and place auto insurance on your vehicle (either full coverage or physical damage only in an amount of our choosing) and charge all costs for obtaining such insurance to your account; or 2) charge to your account an Uninsured Auto Fee. **Please note: this is a fee, not an insurance premium or payment to purchase insurance.** Any and all payments received from this fee do not go towards insuring your vehicle. You agree to pay the amount of the Uninsured Auto Fee and any finance charges you incur on these amounts.

**10. LIABILITY AND PROMISE TO PAY:**

(a) The term "Amounts Due" means the total of all Purchases, Balance Transfers, Convenience Checks, Cash Advances and other transactions made in connection with the Account, plus finance charges, fees and other charges due on the Account. You, the Account Holder, promise to pay us all Amounts Due in connection with all Cards, Cash Advances, and Convenience Checks issued to you, and to any other Cardmembers, or otherwise requested or charged with respect to the Account. The Account Holder is personally liable for such amounts due even if other Cardmembers do not pay us as agreed. Each Cardmember and other person or legal entity who uses a Card, Convenience Check, or takes a Cash Advance, in addition to and jointly with the Account Holder, promises to pay us all Amounts Due in connection with all Cards, Cash Advances, and Convenience Checks issued to such Cardmember or otherwise requested or used by him or her with respect to the Account, even though bills may not be sent directly to such Cardmember or other person. Each Cardmember and other person is personally liable for such Amounts Due even if the Account Holder does not pay us as agreed. The Account Holder and each Cardmember who is personally liable as stated above understand that a 'Personal Liability' means an individual obligation or responsibility which must be paid. The Account Holder's personal liability for Amounts Due includes liability for all transactions and charges made by anyone whom a Cardmember or the Account Holder allows to use the Account. Each Cardmember's personal liability for Amounts Due includes liability for all transactions

and charges made by him or her and anyone whom he or she allows to use the Account. We may collect from or bring a legal claim against the Account Holder, or any Card member without giving up any of our rights against any other person or entity. This Agreement is binding on the Account Holder and each individual Card member, and his/her successors, heirs, personal representatives and anyone to whom he/she assigns his/her assets.

**(b)** You, the Account Holder, agree to be liable for the repayment of everything owed by you on the Account even if we do not follow all of the legal procedures (such as diligence, demand, presentment and notice and protest of dishonor), which we might be required to follow in the absence of this waiver. In addition you consent to any continuance that we give with respect to time of payment or amount of payment that in any way may impair any of our rights under this Agreement. No waiver, consent or approval by us will be effective unless it is in writing and signed by our authorized officer or representative. Improper or negligent acts, including acts of omission, with respect to handling any Card or Personal Identification Number ("PIN") may result in liability to you. You may be liable for the loss, theft or unauthorized use of your Card, Convenience Checks and Cash Advances. Additionally you may be liable for losses resulting from negligent actions by you, your agents or authorized Card members. If you believe that, your Card, Cash Advances, or Convenience Checks are lost, stolen, or being used in an unauthorized manner, you agree to notify us immediately, either orally or in writing (if by telephone, you must confirm the telephone call in writing). You can call us at 1-888-245-1190 and/or write us at Fidelity One, Security Division, Fidelity One Credit, Corp., 3214 N. University Ave #450, Provo, Utah 84604. You will not be liable for any unauthorized use of your Card that occurs after notifying us, and where negligence or improper conduct is not a factor, liability will not exceed the lesser of \$50 or the amount of money, property or services obtained by such use prior to notification.

**11. PAYMENT:** You agree to pay all Amounts Due on the Account until paid in full. You agree to make all payments by check or money order, or in any other manner that we agree to (such as by electronic funds transfer or wire transfer) to us at the location and in the manner specified on your periodic billing statement in U.S. Dollars payable through a U.S. financial institution. Account transactions made in currencies other than US Dollars will not be accepted. You agree not to make any payment on the Account with a Cash Advance, Convenience Check or other transaction using funds charged to or drawn from the Account or any other account you have with us or our affiliates, except transfers of funds that we agree to. We may process your payment check by electronically debiting your bank account for your check amount and transmitting check information, or a digital image of the check, rather than the actual check, to your bank, and your bank's record of that payment may appear as an automatic debit or other electronic transaction. We can accept late or partial payments, post-dated checks, or payments that are marked "paid in full" or with other restrictive endorsements, without losing any of our rights under this Agreement or being bound by any such endorsements. Similarly, we are not bound by any proposal you may make in connection with the settlement of any Account balance, whether or not it accompanies an Account payment and whether or not it contains terms which contradict or purport to amend any provisions of this Agreement including (but not limited to) this paragraph 11, unless we specifically agree to be bound by it in a writing signed by our authorized officer or representative. Communications regarding disputed charges and settlement proposals must be directed to the address for such matters shown on your periodic billing statement. Account payments are to be mailed to the address shown on your periodic billing statement. Payment must be received by us at that address on or before any specified time on the Payment Due Date stated on your periodic billing statement, and must conform to any specific requirements for making payment which appear with or in your billing statements. Payments tendered to and accepted by us or our agent at a location other than the address stated on your periodic billing statement are not effective until received by us at the address specified. If we accept a payment for an amount in excess of your outstanding balance, the available Credit Limit will not be increased by the amount of such overpayment nor shall we be required to authorize transactions for an amount in excess of the Credit Limit. You may pay your new Balance in full each month or you can pay it in monthly installments. If you choose to pay in installments, you must pay at least the minimum payment shown on your periodic billing statement.

**12. MINIMUM PAYMENT:** The minimum payment due will be the sum of (a) 2% of the outstanding balance on the Account, plus (b) the assessed finance charges for that month and any newly-accrued fees or charges we elect to include, plus (c) any amount that is past due. If your account goes into default, the minimum payment due will be the sum of (a) 1% of the outstanding balance on the Account, plus (b) the assessed finance charges for that month and any newly-accrued fees or charges we elect to include, plus (c) any amount that is past due. Payments greater than the minimum payment due or additional payments may be made at any time without a prepayment penalty but shall not relieve you of your obligation to pay the next succeeding periodic payment(s). Please remember that APR increases and fees, including late and returned payment fees, may increase your minimum payment.

**13. AUTOMATIC PAYMENT:** If you request this optional service, we will automatically transfer the amount of the payment requested by you from your designated bank account to your Fidelity One Credit Account. The automatic payment option can be designated by you as one of the following: the minimum amount due; a specified dollar amount; or payment in full. The automatic payment will be deducted from your designated bank account and applied as payment to your credit account on the payment due date. In the event that sufficient funds are not available in the bank account designated by you to pay the agreed upon amount, we may assess a returned check fee and a late fee. We may also cancel this service if the transfers are not honored because of insufficient funds. Once you have authorized this automatic payment service, call our toll-free customer service number for information if you wish to cancel the service or make any changes to the service.

**14. HOW WE APPLY PAYMENTS:** Application of payment amounts to the various components of any Amounts Due will be at our discretion, and may include (among other things) application of payments to fees, finance charges and insurance premiums before principal amounts, and to components bearing lower interest rates before components bearing higher interest rates, and may vary from time to time. You can pay your New Balance in full each month or you can pay it in monthly installments. If you pay in installments, you must pay at least the minimum payment shown on your periodic billing statement. The Account Set-Up Fee, Annual Fee, and Lien Registration Fee, along with possible other fees such as an Additional Card Fee, Cash Advance Fee, Account Servicing Fee, and Miscellaneous Other Fees (if applicable) will appear on your first billing statement. These fees will reduce your available credit until they are paid.

**15. BALANCE COMPUTATION METHOD:** The Finance Charge is determined by multiplying the "Average Daily Balance" for purchases and cash advances outstanding during the monthly billing cycle by the daily "Periodic Rate." The daily "Periodic Rate" for purchases is .05528%, which is equivalent to an Annual Percentage Rate of 19.9%. While the Annual Percentage Rate for Cash Advances may vary, if the Annual Percentage Rate for Cash Advances is

29.9%, than the daily "Periodic Rate" for cash advances would be .08306%. The "Average Daily Balance" is computed by taking the beginning balance of your Account on each day, calculated separately for purchases and cash advances, adding new purchases, fees, and/or cash advances and subtracting any payments or credits to get each day's daily balance. The daily balances are then added together and divided by the number of days in the billing cycle to get the "Average Daily Balance." The minimum Finance Charge is \$1 for each billing cycle during which a Finance Charge based upon a periodic rate is imposed.

**16. EVENTS OF DEFAULT:** You will be in default under this Agreement if any of the following occur: (a) you fail to make the minimum payment when due; (b) your payment is returned by your bank or financial institution for any reason; (c) you default on any other obligation you have with us; (d) you break any of your promises under this Agreement; (e) we are unable to add ourselves as lienholder (add a security interest, or lien, on your vehicle) due to fraud or misrepresentation by you; (f) you become generally unable to pay your debts; (g) any other creditor tries by legal process to take money of yours in our possession; (h) you provided us with any false or misleading information or signatures in connection with the Account or its credit application or any other account with us; (i) you die; (j) the filing of a petition or starting of other proceedings under the federal Bankruptcy Code or any state insolvency statute by or against you; (k) the Credit Limit of the Account is exceeded; (l) we determine that you present a risk of future non-payment of your Account obligations; (m) the basis on which we determined your creditworthiness and eligibility for your Account terms has changed; (n) you use, or attempt to use, a Card or the Account for any transaction by which you purport to purchase goods or services which, if completed, would constitute fraud or a violation of law or an event of default or violation under the Business's merchant bank card services agreement and/or applicable Visa or MasterCard rules; (o) you attempt to perform unauthorized Account transactions or use our website or other facilities other than in the manner contemplated by our systems and procedures; (p) after being requested to do so, you fail to provide and maintain full coverage auto insurance listing us as loss payee; (q) you fail to keep and maintain the vehicle free from all encumbrances and liens except those granted to us to secure your performance under this Agreement; (r) you fail to take care of the vehicle in a reasonable manner so that the vehicle has or may become substantially impaired in value; (s) you remove, impair, or attempt to remove, a GPS device if one was installed in your vehicle; (t) you conceal, or attempt to conceal the vehicle in order to avoid repossession; (u) you commit any act or threaten to commit any act of destruction of the vehicle; (v) you commit any act for which the vehicle might be confiscated; or (w) you communicate with us or any of our employees or agents in a manner that we deem to be inappropriate or abusive.

**17. OUR RIGHTS UPON AN EVENT OF DEFAULT:** If any event of default should occur, we may do any or all of the following: (a) declare the outstanding balance owing on the Account to be immediately due and payable without notice; (b) allow you to repay the Account subject to the terms and conditions of this Agreement; (c) refuse to pay any Convenience Checks or other withdrawals or charges; (d) immediately terminate Account credit privileges without notice; (e) suspend the availability of the Account regardless of whether you receive notice of suspension; (f) adjust your Account pricing and terms; (g) file suit against you for all unpaid sums; (h) take immediate possession of your vehicle; or (i) exercise any other legal or equitable remedy.

**18. COLLECTION:** You agree that if you do not pay on the Account as agreed, you will accept calls from us at your home and your place of business regarding collection of amounts owed on the Account. You understand that those calls could be automatically dialed and a recorded message may be played. You agree such calls will not be "unsolicited" calls for purposes of applicable state or federal law(s).

**19. REPOSSESSION:** If we repossess, or take possession of your vehicle, you grant us and our agents permission to enter upon any premises owned, rented, used or occupied by you, and agree that the Repossessor, Fidelity One, or its agent, may store personal property found in the vehicle at your expense, and if you do not claim the property, the Repossessor, Fidelity One, or its agent, may dispose of the personal property in any manner it deems appropriate, without liability to you. You further agree that we shall be entitled to recover all reasonable costs and expenses arising out of any repossession including, but not limited to, collection and repossession costs, attorney's fees, and any sums we pay to third party agents. With respect to any sums we are entitled to recover pursuant to the above, you agree to reimburse us, at our option: (a) within fifteen (15) days of our demand to do so, or (b) we may add the dollar amount of any such sums, costs and expenses to the balance owed on your account. Upon taking possession of the vehicle and giving notice as provided by law, if you do not pay the amount due to redeem the vehicle, we will sell it at public or private sale. If we sell the vehicle, the proceeds of the sale will be applied first to the expenses of retaking, reconditioning, storing and selling the vehicle, and the remainder will be applied to unpaid sums owing under this Agreement, including any collection, repossession, and attorney fees. Any money left over (surplus) will be paid to you. If a balance still remains owing, you promise to pay the same upon demand, or agree to pay finance charges until all sums owing are paid in full or judgment is entered. Our remedies are cumulative, and the taking of any action shall not be a waiver of or prohibit us from pursuing any other remedy.

**20. GPS DEVICE:** If a GPS device is installed in your vehicle as a requirement for the protection and security of your vehicle, you understand and agree that: (a) Fidelity One and its installation vendor will install the GPS device in the place of their choosing, and that the exact location of the device will not be disclosed to you unless you choose to keep it after your credit balance has been paid off; (b) the GPS device is the sole and exclusive property of Fidelity One and that you will not remove, tamper with, impair, or attempt to remove the device; (c) you indemnify and release Fidelity One and its installation vendor from any liability relating to the installation or use of the GPS device in your vehicle; (d) you will return the vehicle to the installation vendor for additional work in the event the GPS device is defective or ceases to function properly; and (e) you agree to return the device to Fidelity One after your balance is paid off, or pay Fidelity One for the cost of the device (manufacturer's retail replacement cost) if you wish to keep it in your vehicle. If you keep it, use of the GPS device and all usage information (instructions, user codes, etc.) will be transferred to you after your account balance and the cost of the device has been paid in full.

**21. CARD AND CONVENIENCE CHECK ISSUANCE:** All Cards and Convenience Checks are issued to Card members pursuant to the terms of this Agreement. We can cancel your authority to use the Cards and Convenience Checks at any time without notice. You must discontinue use and return all Cards and unused Convenience Checks to us at our request. Only Convenience Checks supplied by the Issuer shall be honored. All Convenience Checks will be treated as Cash Advances for the purpose of computing finance charges regardless of how they or their proceeds are used. Convenience Checks paid by us will not be returned to you.

**22. RETENTION OF DRAFTS:** At the time of obtaining each Cash Advance (except for ATM transactions) or making of a Purchase or other transaction, you agree to sign and retain a copy of the draft, receipt, or other document that accurately evidences the transaction. The absence of your signature on such a draft or document does not relieve you from liability for an amount properly charged on the Account.

**23. ADDING AND DELETING CARD MEMBERS:** You and any other present or proposed Cardmembers will follow and complete all procedures and forms required by us to add, delete or change Cardmembers. In the event of the deletion of a Cardmember, a minimum of five (5) business days will be required and you, the Account Holder and any non-affected Cardmembers will make all attempts to obtain the deleted Card member's Card and unused Convenience Checks. Notwithstanding the details of any notice given or other communications, the Account Holder will be liable for all Account charges made by the deleted Cardmember until we have a reasonable opportunity to restrict access to the Account by the deleted Card member.

**24. CARD REMAINS OUR PROPERTY:** You understand that each Card issued by us remains our property and we can revoke your right to use it at any time. We can do this with or without cause and with or without giving you notice. If your Card is revoked or expires you must return it upon our request. Also, if the Account Holder or any entity or person that accepts the Card asks you to surrender an expired or revoked Card, you must do so. You may not use the Card after it has expired or been revoked.

**25. CREDIT LIMIT:** We will establish a maximum monetary credit limit for the Account ("Credit Limit"). Your Available Credit limit is specified on each periodic billing statement. Your outstanding balance is not to exceed the Credit Limit. If you exceed your Credit Limit, we can still charge you for all Purchases, Cash Advances and other transactions without giving up any of our rights, and we can require that you immediately pay to us any amount in excess of the Credit Limit. If you ask us to extend the Credit Limit either permanently or temporarily, we have no obligation to do so; however, we may make such an extension if we choose without giving up or waiving any of our rights, and it does not mean that we have to honor other uses which would cause the Credit Limit to be exceeded. From time to time, we may temporarily or permanently increase or decrease the Credit Limit as we deem appropriate. We may also establish limits from time to time on the amounts we will authorize for Purchases, Balance Transfers, Convenience Checks and Cash Advances (in the aggregate or for any one or more transactions) and/or the amount of your Credit Limit available for use, with the result that Account transaction authorizations could be declined even if you have not reached or exceeded your Credit Limit.

**26. FEES AND FINANCE CHARGES:** For information on fees and finance charges, go to 'www.fidelityone.com' and click on the 'Rates, Fees & Terms' page. The disclosures titled, "*Rate, Fee and other Cost Information*" will indicate the fees and finance charges applicable to your account, and whether your account is subject to fixed or variable finance charge rates, or a combination of fixed and variable rates. Please review those disclosures carefully. The terms of those disclosures are incorporated by reference into this Agreement.

**27. RATE CHANGES:** The finance charge rates (APRs) applicable to your account at the time it was opened were based upon a variety of factors, including your credit record and payment history. We may increase these rates in the future if you are in default per paragraph 16 of this Agreement. In addition, we do not guarantee that the APRs on this account are guaranteed for any particular length of time. They may be changed to higher rates or, if you have fixed APRs, they may be changed to variable APRs. Future changes to APRs will be made in accordance with this Agreement.

**28. BILLING STATEMENTS AND ERRORS:** We will send periodic billing statements to you at your address shown in our records. We may, at our option, elect to send periodic billing statements electronically. A "Billing Cycle" is the recurring period of time, normally approximately 30 days, during which Account transactions, charges and credits are accumulated and for which a periodic billing statement is issued. The last day of a billing cycle is its Billing Cycle Closing Date. Billing cycles do not normally coincide with calendar months, and a billing cycle that is identified or labeled as the billing cycle for a particular calendar month or period is the cycle which has its Billing Cycle Closing Date in that month or period. We will send a periodic statement for each monthly billing cycle when there is any debit or credit Account balance of more than one dollar or when a finance charge has been imposed. You agree to notify us if you do not receive any particular statement. Unless you notify us in writing of any alleged errors within 60 days of the date appearing on the statement, we will consider the statement correct for all purposes. If you think your statement is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet at the address listed on your statement. Write to us as soon as possible. We must hear from you no later than sixty (60) days after we send you the first Statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information: Your name and Credit Account Number; and the dollar amount of the suspected error. Describe the error and explain why you believe there is an error. If you need more information, describe the item you are not sure about. If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop payment on any amount you think is wrong. To stop the payment, your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

**29. OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE:** We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the statement was correct. After we receive your letter, we will not try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including Finance Charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question. If we find that we have made a mistake on your statement, you will not have to pay any Finance Charges related to any questioned amount. If we did not make a mistake, you may have to pay Finance Charges and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we do not follow these rules, we cannot collect the first \$50.00 of the questioned amount, even if your statement was correct.

**30. AMENDMENT/ CHANGE IN TERMS:** We have the right to change, amend, add or delete terms of this Agreement including (without limitation) changes that affect existing balances, rates, fees and/or finance charges upon fifteen (15) days prior written notice if required by law. Any changed, amended or added fee, charge, interest rate, finance charge, minimum payment amount (whether increased or decreased) or other term shall be effective as to both the

outstanding Account balance and future transactions unless our notice specifically provides otherwise. We consider, and you agree, that you have accepted the changes if you keep or use the Card or the Account after we send the notice.

**31. ACCOUNT INFORMATION:** You authorize us to (a) release information from our records regarding you and the Account in response to any summons, request or subpoena issued by any state or federal agency or court or by counsel for a party to any litigation; (b) provide information about you and the Account from our files and from credit reporting agencies and similar sources to any of our affiliated companies (that is, lending partners or companies which are part of our Fidelity One corporate family); (c) include (without limitation) your name, address and other Account attributes in the information about our customers that we or our affiliates maintain and display electronically (such as on a Website describing the businesses of our customer(s) and otherwise, and that we may make available from time to time by sale or otherwise to third parties; (d) provide information about you with certain affiliated companies to provide or offer you selected products, services, or cardholder benefits; and (e) provide responses to any third party who we reasonably believe is conducting a proper inquiry including, if your Account was solicited or issued pursuant to an agreement between us and a co-branding vendor or service provider who identified you as a customer, that co-branding vendor or service provider. If you do not wish us to provide information to our affiliated companies or include your Business as in (b) or (c) above, you may advise us at our address in paragraph 10 (b).

**32. ASSIGNMENT OF ACCOUNT:** The Account may be sold or assigned by us without notice. You may not assign to anyone the Account or any of your rights or obligations under this Agreement. If Fidelity One transfers this Agreement to an Assignee, you will be given notice thereof, and you agree that the Assignee will have all rights and remedies under this Agreement, and you agree to pay to the Assignee all that is still owed under this Agreement, at the times and in the amounts specified in this Agreement.

**33. CREDIT AUTHORIZATIONS:** We reserve the right to limit, from time to time and without notice, the amount we will authorize for a Purchase, Cash Advance or other Account transaction. We are not responsible for refusal by an ATM, merchant, financial institution or other person to honor your Card or Convenience Checks.

**34. STOPPING CONVENIENCE CHECK PAYMENTS:** Due to the nature of the Convenience Checks, we cannot effectively stop payment on them. Although we may attempt to do so in response to a request from you or for other reasons, we are under no liability for failure to complete same.

**35. AUTOMATIC TELLER MACHINE CASH ADVANCES:** Cash Advances may not exceed the lesser of the local ATM limit (if any), \$500 per day or the portion of your Credit Limit we authorize from time to time for Cash Advances. A receipt from an ATM may not indicate that the transaction was conducted with a Card. Regardless of the information contained on the receipt, any withdrawal at an ATM made with the Card will be processed by us as a Cash Advance.

**36. TERMINATION OF ATM PRIVILEGES:** We may terminate or block the use of any Card at any ATM, at our discretion, when we reasonably believe that there is unusual activity on the Card or the Account or if you are in default under this Agreement.

**37. CREDIT INVESTIGATION AND REPORTING:** You authorize us at any time and from time to time (both before and after the Account has been opened) to make whatever credit investigation we believe is proper to evaluate your credit, financial standing and employment including (but not limited to) ordering and receiving reports from credit bureaus on the Account Holder, and any Cardmembers, and you authorize us to report and exchange our credit experience with you to, and respond to inquiries from, credit bureaus, business credit exchanges and other creditors we reasonably believe are doing business with you. This means that we may report information, including negative information, about your Account to credit bureaus, and that any late or missed payments or other events of default under this Agreement may be reflected in your credit report. You authorize your employer (past, present and future) and other references to release and/or verify information to us at any time. You agree to promptly provide to us such financial information about yourself as we may request from time to time.

**38. CREDIT PROTECTION AND CREDIT INSURANCE:** If you choose to become enrolled under a Credit Protection or Credit Insurance plan made available from us, our affiliate or a third party, an amendment to this Agreement (for Credit Protection) or a Certificate of Insurance will be issued to you. You agree that your Account may be assessed the applicable monthly charge or premium. The charge or premium will be computed on the New Balance and shown as a Purchase on your statement each month. Should you fail to make the required payment on your Account for a predetermined number of consecutive billing cycles, this Credit Protection or Credit Insurance may be canceled. You understand that the purchase of Credit Protection or Credit Insurance is voluntary and is not required for the extension of credit.

**39. OTHER SERVICES:** You understand that from time to time our affiliates and/or third parties may offer you additional features, services, and enhancements, including, but not limited to, credit life, disability, or unemployment insurance, common carrier travel insurance, credit card registration for lost or stolen credit cards, emergency cash service, address change service, and other credit and travel-related services. You understand that we are not liable for any aspect of those offers or these features, services, and enhancements, and they are the sole responsibility of the affiliates or third parties that offer them. You agree to hold us harmless from any claims, actions, or damages resulting from those offers or your application for or use of any of these features, enhancements, or services, to the maximum degree permitted by applicable law. If you elect to apply for or use any of the foregoing, you authorize us to charge the premium, fee or other charge to the Account as a Purchase. If any of the foregoing involve the payment or award of any rebate, reward, premium, prize or other items of value to you or on your behalf or on your Account, you acknowledge and agree that we have no liability for any taxes which may be assessed on any of those items of value or on the payment or award process.

**40. SPECIAL PROGRAMS:** From time to time we may offer Special Programs (such as the privilege of skipping a periodic payment) for the Account. Normal Account fees, charges and other terms still apply to any Special Program unless inconsistent with a particular Special Program offering. The particular features of such programs may vary from time to time and use of the Account in accordance with the terms of the Special Program constitutes

acknowledgment of and agreement to the terms of the offering without formal modification or amendment to this Agreement. If any of the foregoing involve the payment or award of any rebate, reward, premium, prize or other items of value to you or on your behalf or on your Account, you acknowledge and agree that we have no liability for any taxes which may be assessed on any of those items of value or on the payment or award process.

**41. CANCELLATION:** The Account Holder or his/her successor can cancel the Account by delivering to us written or oral notice that you wish to do so. Upon giving us your cancellation request you agree that you will not use the Account to obtain additional credit of any sort, and that you will promptly destroy all Cards and unused Convenience Checks by cutting them in half and returning to us at the address in paragraph 10 (b) above. Cancellation of the Account shall not affect your obligation to pay any amount due and owing on the Account at the time of cancellation or properly accruing thereafter, and you will continue to be bound to pay the balance of the Account under the terms of this Agreement until the Account is paid in full. The Account, until paid in full, shall also continue to be subject to any amendment made to this Agreement pursuant to paragraph 29.

**42. TERMINATION OF ACCOUNT AND REDUCTION OF CREDIT:** We may terminate the Account or reduce the Credit Limit at any time upon sending written notice to you at the last address shown on our records (which notice may not be in advance), and regardless of whether you are in default under this Agreement. Your rights under the Account will be terminated or modified accordingly. In the event the Account is terminated or the Credit Limit reduced, you must continue to make each required periodic payment until the Account is paid in full unless payment of the Account balance is demanded. The Account, until paid in full, shall also continue to be subject to any amendment made to this Agreement pursuant to paragraph 29 including changes to the rates, fees, charges and/or any payment requirements.

**43. ACCOUNT USE AFTER TERMINATION:** Use of the Account and/or your Card and/or Convenience Checks after notice of revocation is fraudulent and may be subject to prosecution under applicable law(s).

**44. WAIVER OF DAMAGES AND INDEMNIFICATION:** You agree to waive all damages, claims and relief against Fidelity One, including but not limited to claims for actual, compensatory, exemplary or punitive damages or any type of injunctive relief, and to indemnify, defend, protect, save and hold harmless Fidelity One, its shareholders, directors, and officers from and against any and all liabilities, losses, damages, penalties, and attorney's fees, of whatsoever kind and nature, without limitation arising from this Agreement and your use of the Account, Card, Vehicle, or the Repossession of your Vehicle.

**45. MERCHANT CLAIMS:** You agree to assert all defenses, complaints, rights and claims ("Merchant Claims") which you may have relating to goods or services purchased through the use of the Account only against the merchant or other person selling or providing those goods or services and not against us. You agree that regardless of the existence of any such Merchant Claims, you will be liable to us as this Agreement provides and without any exception, and we will not be responsible for any such Merchant Claims you may have.

**46. ADDRESSES - NOTICES - ACTIONS:** If you move, write your new address on the payment stub of the periodic statement or give us some other notice so we may change our records. You agree that whenever we are required to give you notice we may conclusively presume that we have given it to you if we mail it to you at the last address known to us as shown on our records, whether as part of a periodic billing statement or otherwise. All notices regarding the Account can be given to any Cardmember, and any action taken or agreement made by any such Cardmember shall bind all Cardmembers.

**47. CONTROLLING LAW AND JURISDICTION:** This Agreement shall be governed solely by and interpreted entirely in accordance with the laws of the State of Utah unless such laws are superseded by the banking laws of the United States, regardless of where you reside. You acknowledge that you have applied for credit with us at our Utah office, and that our advance of credit to you will be issued from our Utah offices.

**48. SEVERABILITY:** Each provision in this Agreement shall be interpreted so as to be effective and valid to the maximum extent possible under applicable law. Any provision, which is found to be prohibited or invalid under applicable law, shall be deemed ineffective only as to the extent of that prohibition or invalidity, without invalidating the remainder of the provision or any other provisions of this Agreement.

**49. DELAY IN ENFORCEMENT:** We may delay or waive enforcement of any of our rights under this Agreement without losing them.

**50. ARBITRATION DISCLOSURE:** By applying for credit with us or using your Account, you agree that if a dispute of any kind arises out of your application for credit or out of the existence or use of this Agreement or your Account, you will first attempt to resolve the dispute directly with us, and that if we are unsuccessful in resolving the dispute for any reason, either you or we or any other party that may be involved agrees to have that dispute resolved by binding arbitration. IF ANY PARTY TO ANY SUCH DISPUTE CHOOSES ARBITRATION, NEITHER YOU NOR WE OR ANY OTHER PARTY WILL HAVE THE RIGHT TO LITIGATE OR APPEAR IN COURT BEFORE A JUDGE OR JURY, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN THE ARBITRATION RULES, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT YOU WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. IT IS IMPORTANT THAT YOU CAREFULLY READ AND UNDERSTAND THE ARBITRATION PROVISION (PARAGRAPH 50) BELOW BEFORE APPLYING TO US FOR NEW CREDIT OR USING OR CONTINUING TO USE YOUR ACCOUNT.

**51. ARBITRATION PROVISION:**

**(a) Binding Arbitration:** Upon the demand of any party, whether made before the institution of any judicial proceeding or not more than 60 days after service of a complaint, third party complaint, cross-claim, counterclaim or any answer thereto or any amendment to any of the above, any Dispute (as defined below) shall be resolved by binding arbitration in accordance with the terms of this Arbitration Program. A "Dispute" shall include any action, dispute, claim, or controversy of any kind, whether in contract or in tort, statutory or common law, legal or equitable, or otherwise, now existing or hereafter arising between the parties in any way arising out of, pertaining to or in connection with (1) any agreement, document or instrument to which this Arbitration Program is attached or in which it appears or is referenced, or any related agreements, documents, or instruments (collectively, the "Document" or "Documents"); (2) all past, present, or future loans, lines of credit, notes, instruments, drafts, credits, accounts, guarantees, letters of credit, goods or services, or other

transactions, contracts or agreements of any kind whatsoever; (3) any past, present or future incidents, omissions, acts, errors, practices, or occurrences causing injury to either party whereby the other party or its agents, employees or representatives may be liable, in whole or in part; or (4) any other aspect of the past, present or future relationships of the parties including any agency, independent contractor or employment relationship but excluding claims for workers' compensation and unemployment benefits ("Relationship"). Any party to this Arbitration Program may by summary proceedings bring any action in court to compel arbitration of any Dispute. Any party who fails or refuses to submit to binding arbitration following a lawful demand by the opposing party shall bear all costs and expenses incurred by the opposing party in compelling arbitration of any Dispute. The parties agree that by engaging in activities with or involving each other as described above, they are participating in transactions involving interstate commerce or "commerce" as that term is used in the Federal Arbitration Act, Title 9 of the United States Code ("FAA"). The parties understand that by this agreement they have decided that their disputes shall be resolved by binding arbitration rather than in court, and once decided by arbitration no dispute can later be brought, filed or pursued in court before a judge or jury.

**(b) Governing Rules:** All Disputes between the parties submitted to arbitration shall be resolved by binding arbitration administered by the American Arbitration Association (the "AAA"), or some other administrator if mutually agreeable to the parties, in accordance with the Commercial Arbitration Rules of the AAA, the Federal Arbitration Act (Title 9 of the United States Code) and to the extent the foregoing are inapplicable, unenforceable or invalid, the applicable substantive law designated in the Documents relating to the Dispute. In the event of any inconsistency between this Arbitration Program and such rules and statutes, this Arbitration Program shall control. Judgment upon any award rendered hereunder may be entered in any court having jurisdiction; provided, however, that nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 USC §91 or a similar state law which may be applicable, such as Texas Banking Code art. 342-609.

**(c) No Waiver: Preservation of Remedies; Multiple Parties.** No provision of, nor the exercise of any rights under, this Arbitration Program shall limit the right of any party, during any Dispute, to seek, use, and employ ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, protecting, foreclosing or proceeding under forcible entry and detainer or possession of any real or personal property, and any such action shall not be deemed an election of remedies. Such rights shall include, without limitation, rights and remedies relating to (1) foreclosing against any real or personal property collateral or other security; (2) exercising self-help remedies including set-off rights; or (3) obtaining provisional or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction. Such rights can be exercised at any time except to the extent such action is contrary to a final award or decision in any arbitration proceeding. The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary remedies or exercise of self-help remedies shall not constitute a waiver of the right of any party, including the plaintiff, to submit the Dispute to arbitration, nor render inapplicable the compulsory arbitration provisions hereof. In Disputes involving indebtedness or other monetary obligations, each party agrees that the other party may proceed against all liable persons, jointly or severally, or against one or more of them, less than all, without impairing rights against other liable persons. Nor shall a party be required to join the principal obligor or any other liable persons, such as sureties or guarantors, in any proceeding against a particular person. A party may release or settle with one or more liable persons without releasing or impairing rights to proceed against any persons not so released. This Arbitration Program shall not apply to a dispute concerning indebtedness secured by real estate if the single action rule statutes of California, Idaho or any other applicable law would preclude enforcement of a mortgage, lien or security interest securing such indebtedness as a result of the arbitration of such dispute, unless the holder of such mortgage, lien or security interest specifically elects in writing to proceed with the arbitration.

**(d) Arbitrator Powers and Qualifications:** Awards. Arbitrators are empowered to resolve Disputes by summary rulings. Arbitrators shall resolve all Disputes in accordance with the applicable substantive law. Any arbitrator selected shall be required to be a practicing attorney and shall be required to be experienced and knowledgeable in the substantive laws applicable to the subject matter of the Dispute. All statutes of limitation applicable to any Dispute shall apply to any proceeding in accordance with this Arbitration Program. With respect to a Dispute in which the claims or amounts in controversy do not exceed \$1,000,000, a single arbitrator shall be chosen and shall resolve the Dispute by rendering an award not to exceed \$1,000,000, including all damages of any kind whatsoever, including costs, fees and expenses. Submission to a single arbitrator shall be a waiver of all Parties' claims to recover more than \$1,000,000. A Dispute involving claims or amount in controversy exceeding \$1,000,000 shall be decided by a majority vote of a panel of three arbitrators (an "Arbitration Panel"), the determination of any two of the three arbitrators constituting the determination of the Arbitration Panel, provided, however, that all three Arbitrators on the Arbitration Panel must actively participate in all hearings and deliberations. Arbitrators, including any Arbitration Panel, may grant any remedy or relief deemed just and equitable and within the scope of this Arbitration Program and may also grant such ancillary relief as is necessary to make effective any award. Arbitrators, including any Arbitration Panel, shall have the power to award recovery of all costs and fees (including attorney's fees, administrative fees, and arbitrator's fees) to prevailing party. Arbitrators shall be empowered to impose sanctions and to take such other actions as they deem necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the applicable State Rules of Civil Procedure and applicable law. Arbitrator(s) shall be empowered, at the written request of any Party in any Dispute, 1) to consolidate in a single proceeding any multiple party claims that are substantially identical or based upon the same underlying transaction; 2) to consolidate any claims and Disputes between other Parties which arise out of or relate to the subject matter hereto, including all claims by or against borrowers, guarantors, sureties and/or owners of collateral; and 3) to administer multiple arbitration claims as class actions in accordance with Rule 23 of the Federal Rules of Civil Procedure. In any consolidated proceeding the first arbitrator(s) selected in any proceeding shall conduct the consolidated proceeding unless disqualified due to conflict of interest. Arbitrator(s) and Arbitration Panels shall be required to make specific, written findings of fact and conclusions of law. The determination of an Arbitrator or Arbitration Panel shall be binding on all parties and shall not be subject to further review or appeal except as otherwise allowed by applicable law.

**(e) Miscellaneous:** To the maximum extent practicable, the AAA, the Arbitrator (or Arbitration Panel, as appropriate) and the parties shall take any action necessary to require that an arbitration proceeding hereunder shall be concluded within 180 days of the filing of the Dispute with the AAA. Arbitration proceedings hereunder shall be conducted at a location mutually agreeable to the parties, or if they cannot agree, then in the state of the applicable substantive law designated in the Documents relating to the Dispute at a location selected by the Administrator. With respect to any Dispute, each party agrees that all discovery activities shall be expressly limited to matters directly relevant to the Dispute and any Arbitrator, Arbitration Panel and the AAA shall be required to fully enforce this requirement. Each party agrees to keep all Disputes subject to arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by applicable law or regulation. This Arbitration Program shall be construed in accordance with the Federal Arbitration Act, other applicable Federal law, and applicable law of the state of Utah unless and except to the extent that another state's law is specifically designated for certain purposes herein. With respect to proceedings involving residents of Colorado, the provisions of CRS 13-22-201 et seq. and CRS 13-21-102(5) shall apply. With respect to proceedings involving residents of the State of Washington, the Arbitrator(s) shall not have the power to award punitive or exemplary damages except where such damages are specifically provided for by a Washington statute upon which the award could have been based if litigated in a Washington court. This Arbitration Program constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior arrangements and other communications on dispute resolution except with respect to Arbitration Programs governing disputes to which the Arbitration Program does not apply by virtue of paragraph (c) hereof. The provisions of this Arbitration Program shall survive any termination, amendment, or expiration of the Documents of the Relationship, unless the parties otherwise expressly agree in writing. This Arbitration Program may be amended, changed, or modified only by a specific modification in writing agreed to by all affected parties. If any term, covenant, condition or provision of this Arbitration Program is found to be unlawful, invalid or unenforceable, such defect shall not affect the legality, validity or enforceability of the remaining parts of this Arbitration Program, and all such remaining parts hereof shall be valid and enforceable and have full force and effect as if the illegal, invalid or unenforceable part had not been included.

**(f) Limitation on Lawsuits:** Customer agrees that any lawsuit based upon any cause of action that Customer may have against Fidelity One or one of its affiliates must be filed within one year from the date that it arises or Customer will be barred from filing the lawsuit. This limitation is intended to include tort, contract, and all other causes of action for which Customer and Fidelity One may lawfully contract to set limitations for bringing suit.