Pricing Information Addendum for PNC Bank Consumer Credit Card Agreement # K-8761

A Note About the Attached Consumer Credit Card Agreement (# K-8761): The attached consumer credit card agreement was the standard agreement used for PNC Bank, National Association consumer credit card accounts as of the last business day of the preceding calendar quarter. This agreement may have changed or may no longer be in use after that date. The information in this *Pricing Information Addendum* is a summary of all pricing information that was available for new accounts subject to this agreement as of the last business day of the preceding calendar quarter. Certain provisions of the attached agreement vary from one consumer to the next to reflect the specific pricing information for a given consumer credit card account.

Summary of Interest Rate Information: Annual Percentage Rates ("APRs") below with a (V) vary (increase or decrease) with the market based on the prime rate (index). The Penalty APR may be applied to the consumer's account if the consumer makes a late payment. If the APRs on an account are increased for this reason, the Penalty APR will apply until the consumer makes six consecutive minimum payments by the applicable due date.

Feature	Margin	Daily Periodic Rate of Interest	Corresponding APR
Purchases and Balance Transfers	12.74%	0.04517%	16.49%
Cash Advances	12.74%	0.04517%	16.49%
Penalty APR	25.74%	0.08079%	29.49%

Minimum Interest Charge: $1.50

Summary of Fee Information:

Fee	Fee Amount
Annual Fee	$0 introductory annual fee the first year; $85 each year thereafter
Balance Transfer	3% of the amount of the balance transfer
Cash Advance	$5 for each cash advance
Foreign Transaction	None
Late Payment	Up to $35
Returned Payment	Up to $35

Paying Interest (grace period): The due date on an account is at least 21 days after the close of each billing cycle. No interest is charged on new purchases appearing on the consumer's current statement if the consumer paid in full the "New Balance" shown on the consumer's previous statement and the payment was received by that due date. We begin charging interest on cash advances and balance transfers on the transaction date.

Balance Computation Method: The method used to calculate the balances subject to interest on a consumer's account is called the "average daily balance (including new purchases)." Here are the details about this calculation method for purchases, balance transfers and cash advances:

- **How we calculate the balance on purchases (including balance transfers)**: (1) We start with the unpaid amount of purchases for the current billing cycle, which may include unpaid interest and fees from previous billing cycles. (2) Each day we subtract any payments or credits that apply to purchases. We add any new purchases, any new fees that apply to purchases, and any interest on the previous day's purchase balance if you have not paid in full the New Balance on your previous statement by the due date. This gives us the daily balance of purchases. (3) Then we add up all the daily balances of purchases for the billing cycle and divide by the total number of days in the billing cycle. This gives us the "average daily balance of purchases" for the current billing cycle. (Although balance transfers are calculated as part of the average daily balances (including new purchases), there is no grace period for balance transfers).

- **How we calculate the balance on cash advances**: (1) We start with the unpaid amount of cash advances, which may include unpaid interest and fees from previous billing cycles. (2) Each day we subtract any payments or credits that apply to cash advances. Then we add any new cash advances, any new fees that apply to cash advances, and any interest on the previous day's cash advance balance. This gives us the daily balance of new cash advances. (3) Then we add up all the daily balances of cash advances for the billing cycle and divide by the number of days in the billing cycle. This gives us the "average daily balance of cash advances.

K-8761 PNC VISA SIGN PREM TRV CONS GEN AGRMT-16B

PNC Bank Consumer Credit Card Agreement

Special Note: Examples in this Agreement are for illustration only and are not contract terms.

1 INTRODUCTION

This Agreement governs your Account, which we have opened at your request.

You are agreeing to all the terms and conditions of this Agreement when you:

• use the Account or allow anyone else (an authorized user) to use the Account; and/or

• don't cancel the Account within 10 days after we send or otherwise deliver this Agreement to you.

Your legal representative, including any attorney-in-fact you may appoint, shall also be subject to the terms and conditions of this Agreement.

1.1 Basic terms defined

We, us, PNC Bank and our: PNC Bank, National Association and its successors and assignees

You and your: Any person who, verbally or in writing (including electronically), applies or accepts our offer for, or who otherwise agrees to be financially responsible with respect to, the Account

Account: Your VISA® credit card account with us

Agreement: This *PNC Bank Consumer Credit Card Agreement* and the accompanying *Interest Rate and Fee Disclosures*, as may be changed from time to time, and disclosures we provide with any Convenience Checks or special offers we make to you

Card or Cards: Any credit card(s) we issue to you or an authorized user for accessing your Account

Card Mailer: A document we provide to you to which your Card(s) is/are attached

Convenience Check(s): Any convenience check(s) we provide to you for accessing your Account

Due Date: The date a required payment is due as shown on your Statement. To be considered received by the due date, a payment must be made by that date in accordance with our payment requirements, including in time to be credited to your Account by that date. For information on our payment requirements and when we credit payments, see section 3.4. We also include this information on your Statement each month.

Example
Pat's current statement shows that his minimum payment is due March 15. Pat makes his payment online using the "Transfer Funds" section of his PNC Online Banking account on March 15 at 9:00 p.m. eastern time. Because Pat did not make his payment by 5:00 p.m. eastern time (the cut off time for this payment option), he did not make his payment by his due date. Assuming he met our other payment requirements, his payment will be credited to his account as of March 16 and his account will be assessed a late fee.

Interest Rate and Fee Disclosures: The tables of interest rates and fees provided with this Agreement

Posting/Crediting: The application of a transaction, such as a payment or purchase, to your Account

Statement: A document that you receive for a billing cycle that shows your Account activity and any amount due

2 USING YOUR ACCOUNT

You may use your Account for the following types of transactions:

- *Purchases*: You may use your Card to buy goods and services from a participating merchant. The goods and services you buy must be for personal, family and household purposes only.
- *Cash advances*: You may get cash advances from us or from another participating financial institution by using a Card at an automated teller machine (ATM), by issuing a Convenience Check against your Account or by any other means we offer. Cash advances also include the use of your Account to purchase cash equivalent items. Cash equivalent items are traveler's checks, wire transfers, money orders, gift cards, payments to government entities, payments using a third party service and lottery, betting or gambling purchases. These transactions are all subject to the cash advance APR and cash advance fee.
- *Balance transfers*: Information about balance transfers is provided in Section 6.1 of this Agreement.

You may not use your Account to buy lottery tickets, place bets or gamble if these transactions are made online. You also may not use your Account for any illegal transactions.

We may refuse to authorize a transaction if:

- the transaction would cause you to exceed your credit limit or cash advance limit or otherwise cause you to be in default as described in section 7.1 of this Agreement;
- you are already in default as described in section 7.1 of this Agreement;
- your right to use the Account has been suspended; or
- your Account has been closed.

You must sign your Card before you use it. We are not responsible for anyone refusing to honor a Card or Convenience Check. Except as described in the "Your billing rights" section of this Agreement or otherwise required by applicable law, we have no liability for any claim you may have arising out of your or an authorized user's use of the Account, including any claim for a purchase made with a Card.

You must tell us at once if you change your name, address or employment.

2.1 Your credit limit

We establish a credit limit for your Account. This is the maximum amount of credit we have established for your Account. As part of your total credit limit, you have a separate cash advance limit. Your available credit is the difference between your credit limit and your total balance and any pending transactions. The amount you have available for cash advances is the difference between your cash advance limit and your total cash advance balance and any pending cash advance transactions.

Example
Pat has a credit limit of $5,000 and a cash advance limit of $1,250. Pat currently has a balance of $2,000.

Total credit limit		$5,000
Account balance	-	$2,000
Total available credit	**=**	**$3,000**

Pat's balance of $2,000 includes a convenience check Pat wrote for $500 and the associated cash advance fee of $5.

Cash advance limit		$1,250
Cash advance	-	$505
Amount available for additional cash advances	**=**	**$745**

Right now, Pat has $3,000 of available credit that he could use for additional purchases, but only $745 could be used for cash advances.

Where to find the amount of your credit limit, cash advance limit and available credit.

Your initial credit limit and cash advance limit are printed on your Card Mailer. Your total credit limit, total available credit and total available for cash advances are shown on your Statement each month. We may also make more current information about your Account, including your Account balance, available at pnc.com/onlinebanking.

We may increase or decrease your credit limit or cash advance limit at any time and for any reason.

If you exceed your limit

We have no obligation to authorize any transaction that would put you over your credit limit or cash advance limit but may do so at our discretion.

If we do authorize a transaction that will put you over your credit limit or cash advance limit, you will still be responsible for paying those transactions. If you receive a Statement showing that you went over your credit limit, you must pay the overlimit amount by the Due Date shown on that Statement.

3 BILLING AND PAYMENTS

You agree to pay all amounts due on your Account. If you allow anyone to use your Account, you are responsible for all charges made by that person, even if the charges are more than you expected or for which you gave permission. If your Account is a joint account, each of you is jointly and individually responsible for all amounts due on your Account.

3.1 Your Statement

At the end of each billing cycle, we will provide a Statement that covers the billing cycle, to the extent required by applicable law. A "billing cycle" means the days covered by a Statement. Typically, a billing cycle will be 30 or 31 days, but can change from month to month. We tell you on your Statement the number of days in the billing cycle covered by the Statement as well as the Statement period end date (closing date) of that billing cycle.

We will send only one Statement per billing cycle for your Account even if your Account is a joint Account. We will send each Statement to the postal address we have on file that we have designated as the "primary" address for your Account. If you have opted for us to provide your Statements electronically, we will not have any obligation to send any Statements to your postal address. We may, at our discretion, round or truncate any amounts shown on your Statement, subject to any restrictions under applicable law.

3.2 Your minimum payment

You must pay at least the minimum payment each month by the Due Date shown on your Statement.

If you pay more than the minimum payment due for one billing cycle, you will still need to pay the full minimum payment due for the next billing cycle. **There is no charge or penalty for paying more than the minimum payment.**

How we calculate your minimum payment

Your minimum payment will be the largest of:

- ***Calculation 1***

  $25

+ Any annual fee shown on your statement

+ Any past due amounts **OR**

- ***Calculation 2***

1.0% of the new balance shown on your Statement

+ The total interest, including any minimum interest charge, shown on your Statement

+ Any annual fee shown on your Statement

+ Any cash advance fee shown on your Statement

+ Any late or return payment fees shown on your Statement

+ Any past due amounts

If your new balance is less than $25, you must pay the new balance in full.

Example		
Pat's statement shows a new balance of $500, including a past due amount of $38. He has been charged $10.60 in interest and a $25 late fee because he missed his last payment.		
His minimum payment will be the largest of:		
Calculation 1		
Flat amount		$25.00
Amount past due	+	$38.00
	=	**$63.00**
Calculation 2		
.01 x $500 new balance		$5.00
Total interest	+	$10.60
Late fee	+	$25.00
Amount past due	+	$38.00
	=	**$78.60**
Because $78.60 is larger than $63.00, Pat's minimum payment this billing cycle is **$78.60.**		

If you owe any amount over your credit limit, as previously stated, that amount is also due on the Due Date. Your Statement will show both the minimum payment due and overlimit amount due, if applicable. The total of your minimum payment and your overlimit amount will be shown on your Statement as your total payment due.

Periodically, you may receive a credit to your Account, such as when you return a purchase to a merchant or when you redeem a reward for a monetary credit to your Account. Credits are not applied to your Account as payments.

3.3 How to make payments

We provide several ways for you to make a payment.

- *Online*: Sign on to your PNC Online Banking account at pnc.com and click on the "Transfer Funds" tab.
- *Mail*: Send your payment to the P.O. Box on your Statement coupon.
- *Phone*: Use our automated telephone payment service by calling: 1-877-588-3602;
  - provide us with the dollar amount of the payment you wish to make; and
  - provide us with information about the checking or savings account (bank and account number) to be charged.

Your use of the telephone payment service, together with the entry of your PIN, is your authorization for us to initiate a charge (via an ACH debit or other electronic entry) to the designated checking or savings account in order to make the payment you requested. Once you have completed the authorization, it can only be revoked by contacting:

PNC Bank
Equity Monetary/BR-YB-58-01-7
P.O. Box 5570
Cleveland, OH 44101
Phone: 1-877-588-3602

If our attempt to charge your checking or savings account is unsuccessful because there are insufficient funds in the account you designate - or for any other reason - we may charge you a returned payment fee in accordance with the terms of this Agreement.

3.4 Crediting your payments to your Account

If you use one of the payment options listed in section 3.3 to make your payment and you comply with the additional payment requirements set out in this section, we will credit your payment as follows:

- Payments received by 5:00 p.m. eastern time (6:00 p.m. eastern time for payments made by using our automated telephone payment service) will be credited the same day received.
- Payments received after 5:00 p.m. eastern time (6:00 p.m. eastern time for payments made by using our automated telephone payment service) will be credited the next day.

If you don't use one of the options listed in section 3.3 and/or don't comply with the following additional payment requirements, crediting of your payment may be delayed up to 5 days or your payment may be rejected.

Additional payment requirements: All payments must be in U.S. dollars and drawn on an account at a U.S. financial institution. You may not use a Convenience Check to make a payment on your Account. When sending your payment by mail, you must use the envelope provided with your Statement, make sure our address is showing through the envelope window and include your payment coupon; do not send cash or include paper clips, staples, tape or other correspondence with your payment.

3.5 How we apply your payments

Application of your payments is at our discretion, and generally that means that we will apply your payments to balances with lower APRs before balances with higher APRs. However, any amounts you pay in excess of your minimum payment due will be allocated to balances with higher APRs before balances with lower APRs.

When you make a payment, it may take 7 or more days before the payment amount is available to re-borrow as part of your total available credit.

3.6 Your billing rights: keep this document for future use.

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

What to do if you find a mistake on your Statement

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

PNC Bank, N.A.
P.O. Box 3429
Pittsburgh, PA 15230-3429

In your letter, give us the following information:

- *Account information*: Your name and Account number.
- *Dollar amount*: The dollar amount of the suspected error.
- *Description of problem*: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your Statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do, we are not required to investigate any potential errors, and you may have to pay the amount in question.

What will happen after we receive your letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your Statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

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

If you receive our explanation but still believe your bill is wrong, you must write to us *within 10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

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

Your rights if you are dissatisfied with your credit card purchases

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

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

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. 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 the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

PNC Bank, N.A.
P.O. Box 3429
Pittsburgh, PA 15230-3429

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.

4 INTEREST CHARGES

4.1 When interest charges apply

We begin to charge interest on your transactions as follows:

- *Purchases and cash advances (other than Convenience Checks) and any related transaction fees:* On the day you make the transaction.
- *Balance transfers and any related transaction fees*: On the day the transaction posts to your Account.
- *Convenience Checks and any related transaction fees*: On the day the convenience check posts to your Account.
- *All other fees and charges*: On the day we post such fee or charge to your Account.

We continue to charge interest on these transactions, fees and charges until you pay your balance in full and your payment is credited to your Account.

4.1.1 How to avoid paying interest on new purchases (grace period)

If you pay your entire new balance showing on your current Statement by your Due Date, you may avoid paying interest on new purchases appearing on your next Statement if you pay those new purchases by the Due Date shown on that next Statement. This is called a grace period. There is no grace period for cash advances and balance transfers.

4.2 Your APRs

Your Annual Percentage Rates (APRs) are the interest rates that determine how much interest you will pay on your Account for each billing cycle. Any variable APR that applies to your Account equals the value of an “index” plus a margin.

Please refer to the *Interest Rate and Fee Disclosures* for the margins (for any variable APR), daily periodic rates of interest and APRs that apply to your Account. As specified in Section 8.1, we may change your APRs from time to time.

The index

The index used to calculate any variable APRs applicable to your Account and in effect for each billing cycle is the “Prime Rate” of interest appearing in the “Money Rates” section of *The Wall Street Journal* published on the 20th day of the month preceding the first day of that billing cycle or, if *The Wall Street Journal* is not published on that date, the next day on which such Prime Rate is published. If *The Wall Street Journal* stops publishing the Prime Rate, we will choose a similar rate to use as the index.

Example
Mary has a billing cycle that starts on June 25, 2013. Her purchase APR is a variable rate determined by adding her margin of 12.99% to the value of the index. To determine the purchase APR that will apply to her billing cycle that starts on June 25, 2013, we first need to determine the value of the index. We do that by looking at the prime rate listed in the “Money Rates” section of *The Wall Street Journal* on June 20, 2013. On that date, the prime rate listed was 3.25%. Therefore, Mary’s APR for purchases for her billing cycle starting June 25, 2013 is 12.99% (her margin) + 3.25% (the prime rate) = **16.24%.**

Any increase or decrease in the value of the index will result in a corresponding increase or decrease in the periodic rates of interest and APRs that apply to your Account as well as the minimum payment amount (unless the minimum payment amount is equal to or less than $25) and amount of interest you’ll pay. Any change to your periodic rates of interest and corresponding APRs that is a result of a change to the index will be effective as of the first day of the applicable billing cycle. Your APRs for a billing cycle are shown on your Statement for that billing cycle.

Introductory or promotional APR

If your Account comes with any introductory APRs, information about those introductory APRs is provided in the *Interest Rate and Fee Disclosures*. In addition, we may occasionally make promotional (special rate) offers to you.

If we offer you a special rate, we will tell you:

- *Rate*: The special APR that will apply
- *Promotional Period*: How long the special rate will apply
- *Eligible transactions*: The transactions or balances to which the special rate will apply
- *Fees*: Any fees that apply

We will calculate interest on eligible transactions separate from the rest of the transactions on your Account. Your Statement will show any balances to which a special rate applies.

We may cancel a special rate if you trigger the Penalty APR.

Penalty APR

If we do not receive a minimum payment within 60 days after your Due Date, we may apply the higher Penalty APR to all your balances and future transactions. If we do this, we will notify you, as required by applicable law.

After the Penalty APR goes into effect, if you make at least your required minimum payments for six consecutive billing cycles by the applicable Due Dates, then, beginning the first day of the next billing cycle after you’ve met these payment requirements, we’ll stop using the Penalty APR and use the APRs that would otherwise apply to your Account.

4.3 How we calculate interest charges

We use the average daily balance (including new transactions) method to calculate the amount of interest on your Account. That means we use the formula below to calculate interest for each different transaction type on your Account. Then we add the interest for each transaction type together to get the total amount of interest that applies to your Account.

Your Account may have one or more of the following transaction types: purchases, cash advances, protected balances and special rate transactions. For purposes of calculating interest, balance transfers are considered purchases unless a special rate offer applies, in which case they are treated as special rate transactions.

Formula used to calculate interest on each transaction type

Daily periodic rate of interest
x Average daily balance
x Number of days in billing cycle

= Interest charges

To use this formula, we first have to calculate components of the formula.

Daily periodic rate of interest
The daily periodic rate is the applicable APR divided by 365.

	APR
÷	365
=	**Daily periodic rate of interest**

Because you may have a different APR for each transaction type, you may have a different daily periodic rate of interest for each transaction type.

Average daily balance
We calculate the average daily balance for each transaction type (as previously stated, balance transfers are calculated as part of the average daily balance for purchases, unless they are subject to a special rate offer) as follows:
Each day, we calculate the daily balance for each transaction type as follows:

	Unpaid amount of transactions (which may include unpaid interest and fees from previous billing cycles)
–	Any payments or credits applied to those transactions as of that day
+	Any new transactions, applicable fees, and interest on the previous day's balance
=	**Daily balance**

At the end of the billing cycle, we calculate the average of these daily balances as follows:

	Sum of daily balances for the billing cycle
÷	Number of days in the billing cycle
=	**Average daily balance**

Example

The example below shows how we would calculate interest for a customer with an average daily balance for purchases of $400 and a purchase APR of 15%.

Daily periodic rate of interest for purchases		15% ÷ 365
	=	.04109%
Average daily balance		$400
Days in billing cycle		30

Calculation of interest charges

Daily periodic rate		.04109%
Average daily balance	x	$400
No. days in billing cycle	x	30
Interest charges for purchases	**=**	**$4.93**

If this customer also made cash advance transactions, we would add the interest for purchases to the interest for cash advances to get a total amount of interest for the Account.

Rounding and truncation
We may, at our discretion, round or truncate these amounts, subject to any restrictions under applicable law.

Minimum interest charge
You will always be charged at least a minimum amount of interest for a billing cycle, unless there is no interest charge at all for that billing cycle. The amount of your minimum interest charge is shown on your *Interest Rate and Fee Disclosures*. Any minimum interest charge assessed to your Account will be shown under the "Fees" section of your Statement.

5 FEES

There are certain fees associated with managing your Account. These fees are in addition to any interest charges associated with a transaction.

If you are charged a penalty fee for making a late payment or having a payment returned, you must still make any required payment due and owing on your Account.

Transaction fees are included in the average daily balance for the corresponding transaction type. For example, cash advance fees are included in the average daily balance for cash advances. Penalty fees, such as the late fee, and service fees, such as the stop payment fee, are included in the average daily balance for purchases.

We show the amount of each fee that applies to your Account in your *Interest Rate and Fee Disclosures*. The table below describes when those fees may be applied to your Account. If a particular fee does not apply to your Account, your *Interest Rate and Fee Disclosures* will show "none" or "$0" – or similar language - for that fee or will not show that fee at all. As specified in Section 8.1, fees on your Account are subject to change.

FEE	WHEN THIS FEE IS CHARGED
Annual	When the Account is opened and, after that, once a year.
Balance transfer	When you transfer balances to your Account as explained in Section 6.1.
Cash advance	When you take a cash advance. See Section 2 for a description of transactions that are “cash advances.”
Late payment	When your minimum payment for a billing cycle is not received by the Due Date.
Returned payment	If you make a payment on your Account and the payment is returned unpaid.
Stop payment	When you ask us to stop payment on a Convenience Check or balance transfer, or when you renew a stop payment order.
Research	When you request copies of statements, Convenience Checks or other Account documents. If the document you request must be obtained from Visa or MasterCard, you may need to reimburse us for fees they charge us. If your request is directly related to a disputed item on your Statement, you will not be charged a fee.
Rush card	If we expedite delivery of a replacement Card at your request.
Expedited payment	If you ask a customer service representative to expedite the crediting of a payment to your Account.

6 ACCOUNT FEATURES AND SERVICES

6.1 Balance transfers

We may permit you to transfer balances you owe to other financial institutions or companies to your Account.

- If you requested a balance transfer when you opened your Account, it may not be processed for up to 13 days after your request to allow us time to provide you with legally required disclosures.
- Balance transfers will count against your credit limit, just like any other transaction.
- Balance transfers do not earn rewards under reward programs.

Unless we tell you otherwise in a special rate offer, interest on balance transfer transactions will be at the APR for balance transfers. Balance transfers are not eligible for the grace period.

Keep in mind that if you transfer a balance using a Convenience Check, that transaction will be treated like any other Convenience Check transaction, so it will be subject to the APR for cash advances and the cash advance fee, unless we tell you otherwise.

Balances you can transfer

You can transfer balances from most non-PNC financial institutions or credit-related companies. The following items do not qualify as balance transfers and will not be processed:

- Requests to transfer a balance from an account at PNC Bank or one of our affiliates
- Requests to transfer cash between individuals
- Recurring payments to the same company or financial institution

Generally, you can only transfer balances of at least $200, but we may choose to process a balance transfer for less than that at our discretion.

If you request a balance transfer that would cause your Account to exceed its credit limit, we may do any of the following, at our discretion:

- Process the entire amount of the requested balance transfer;
- Process only a portion of the amount requested as a balance transfer; or
- Refuse to process any amount of the requested balance transfer.

You should not include in any balance transfer recently disputed charges with other creditors. Transferring disputed charges may cause you to give up certain dispute rights you may have.

We may deny any balance transfer request for any reason.

Transferring your balance from another account will not automatically close that account. You will still need to contact the other creditor to close that account. **You should continue to make at least your minimum payment on the account from which you are transferring a balance until that account is shown by the creditor as paid in full.**

Introductory or promotional balance transfer offers

Occasionally, we may offer to let you transfer a balance to your Account at a special rate and/or fee. In our offer, we will tell you if the balance transfer will post to your Account as a purchase, cash advance or other kind of transaction, depending on the specifics of the offer. Balance transfers will be shown on your statement as described in the offer.

6.2 Foreign transactions

Transactions with merchants and financial institutions outside the U.S. and its territories are considered “foreign transactions.”

How we process foreign transactions
If you make a foreign transaction, including a return, in a foreign currency, Visa will convert the transaction to, and we will post it to your Account in, U.S. dollars. We will not charge a foreign transaction fee for any foreign transactions. The exchange rate that Visa uses to convert the transaction to U.S. dollars is the rate it has selected from the range of rates available in the wholesale currency markets for the applicable conversion date (which may differ from the rate Visa receives) or the government-mandated rate in effect for the applicable conversion date. The conversion rate may differ from other exchange rates for the foreign currency.

6.3 Optional overdraft protection

You can protect your PNC Bank checking account from overdraft fees and returned personal checks by enrolling in overdraft protection. This service is optional, and you must enroll for it to take effect.

Once you enroll in overdraft protection, it may take up to 17 days for us to activate the service.

How overdraft protection works

If you make a transaction in your checking account that would cause it to be overdrawn, we will advance an amount from your Account to your checking account to cover the amount that is overdrawn, up to your cash advance limit.

Each overdraft protection advance must be for a minimum amount, which we will tell you in the overdraft protection terms and conditions for your checking account. Any amount over the minimum amount will be rounded up to the next whole dollar.

We process advances after the close of business Monday through Friday. Only one advance will be made per day for each checking account.

Fees for overdraft protection
Each overdraft protection advance will post to your Account as a cash advance, and we will charge your Account the cash advance fee. **Your checking account may include additional fees for accessing overdraft protection. See the fee schedule for your checking account(s) for specific fee information.**

Suspending or cancelling overdraft protection
We will automatically cancel overdraft protection if your Account is closed, and we may cancel it if your Account remains open. In addition, we may refuse to make an overdraft protection advance for any of the following reasons:

- Your Account is in default;
- Your right to use your Account is closed or suspended;
- The advance would exceed your Account's cash advance limit; or
- The advance is for a payment to your Account.

If we refuse to make an overdraft protection advance, we may, at our discretion, choose whether to pay or refuse any personal checks or other transactions to your checking account that would cause it to be overdrawn. **In either case, certain checking account fees may apply. See the fee schedule for your checking account(s) for specific fee information.**

6.4 Stop payment orders on Convenience Checks

We may permit you to stop payment on a Convenience Check.

You (if your Account is a joint account, either of you) may make a stop payment order on a Convenience Check, even if somebody else wrote it. We may charge a fee for stop payment orders.

After we receive your stop payment order, it will be effective for six months, unless you notify us in writing to cancel the stop payment order sooner.

How to place a stop payment order
To place a stop payment order, call us at the number shown on your Statement. Please be ready with the following information about the Convenience Check you would like us to stop:

- Account number
- Check number
- Date
- Amount
- Name of party to be paid
- Your name and address

We process stop payment orders by computer, so make sure that the information you provide, such as the amount and Convenience Check number, is accurate. Otherwise, we cannot ensure the item you want stopped will not be paid.

We must receive your stop payment order with enough time and in a manner so that we can reasonably act on it before we have finalized your payment.

Extending a stop payment order
To extend a stop payment order, you need to write or call us before it expires. If you do not extend the stop payment order, we are allowed to pay an item presented to us after the stop payment order has expired.

If we inadvertently pay an item that you have a stop payment order on, we may not recredit your Account if you owe money to the payee. If we recredit your Account, you will have assigned us your rights against the payee(s), for the item and the underlying claim.

6.5 Lost or stolen Cards and Convenience Checks

You must tell us at once if your Card or Convenience Check is lost or stolen, or if you think someone used your Card or Convenience Check without your permission.

To notify us, either write a letter to the address shown on your Statement, or call us at the phone number shown on your Statement. Until you do, you may have to pay up to $50 for the purchases and/or cash advances made by anyone who used the Card without your permission. You may also be liable for unauthorized use of Convenience Checks.

7 CLOSING OR SUSPENDING YOUR ACCOUNT

You may close your Account at any time and for any reason. If you call us to close your Account, we may require that you confirm your request in writing.

We have the right to suspend or close your Account at any time and for any reason subject to any restrictions under applicable law. We may also cancel our Visa credit card program at any time and for any reason.

Whether your Account is closed by us, or by you, you must return all Cards and Convenience Checks, including all Cards and

Convenience Checks you gave to others, if we request you to do so. After your Account is closed, you cannot use it to make new transactions. However, all other provisions of this Agreement will continue to apply, including your obligation to pay the full amount you owe us. If you do not pay the full amount you owe under this Agreement, unless prohibited by applicable law, you will be liable for our collection costs, including reasonable expenses for our attorney fees and legal actions.

7.1 What will cause you to be in default of this Agreement

You will be in default if:

- You become insolvent or bankrupt
- You are declared legally incapacitated or die
- You exceed your cash advance limit
- You fail to make any payment due on your Account by the Due Date
- You default on any obligation of yours to us
- You have had an adverse change in your financial circumstances and, in our good faith opinion, will not be able to make payments due or meet any other obligation you have to us
- Your Account becomes inactive
- Your Account is being used for fraud or improper purposes, or we have any reason to believe it is in danger of being used as such
- You are married and reside in a community property state, and we receive a written notice that your spouse is no longer liable on the Account (except where prohibited by law)
- You have made false statements affecting the Account application or maintenance of your Account
- This is a joint Account and one of you notifies us that he or she wants the Account closed or will no longer be liable on your Account (except where prohibited by law)

If you are in default, we may immediately close your Account and you must immediately pay in full all amounts due on your Account, subject to any restrictions under applicable law.

7.2 Removing an authorized user

If you let someone use your Account (an “authorized user”) and you want to stop that person from using your Account, you must destroy all Cards and Convenience Checks that are in that person’s name or in that person’s possession. If you wish to ensure that the authorized user has no further access to your Account, you must contact us and ask us to remove the authorized user from your Account and to provide you with a new Account number and a new Card or Cards.

8 OTHER TERMS THAT APPLY TO YOUR ACCOUNT

8.1 Changes to this Agreement

We may change this Agreement from time to time and for any reason, except as prohibited by applicable law. We may change fees, the annual percentage rates, whether the annual percentage rates are fixed or variable and other items. We will notify you of changes, if required by applicable law. Unless otherwise noted, we will send notices to the primary address we have in our records. If you have opted for us to provide notices electronically, we will not have any obligation to send such notices to your postal address.

In some cases, you may have the right to reject a change. We will tell you when you have that right and how and by what date and time you must notify us that you reject the change. If you don’t reject a change in the required manner and time period, you will be deemed to have accepted the changes in the notice and to have accepted and confirmed all terms of your Agreement.

8.2 Law that applies to this Agreement

The provisions of this Agreement will be governed by (i) federal laws and regulations and (ii) the laws of Delaware to the extent Delaware laws are not preempted by federal laws or regulations and without regard to conflict of law principles. If a court decides not to enforce a part of this Agreement, this Agreement will then read as if the unenforceable or invalid part were not there. All provisions in this Agreement are subject to any restrictions under applicable law.

For Maryland residents, only to the extent federal law and the laws of the State of Delaware do not apply, this Agreement is governed by Title 12, Subtitle 9 of the Maryland Commercial Law Article.

8.3 No waiver of rights/Oral agreements

We will not lose any of our rights under this Agreement or otherwise even if we:

- Delay taking action for any reason;
- Take actions not listed in this Agreement;
- Accept late payments or partial payments; or
- **Accept any payment marked with the words “Paid in Full” or similar language that is sent to an address other than the address provided in the “Conditional Payments” section of your Statement.**

If there is a conflict between this Agreement and something said by an employee or officer of PNC Bank, this Agreement will be followed.

8.4 Transferring your Account

We may transfer your Account and our rights under this Agreement to another person or company. That person or company will take our place in this Agreement. You must pay that person or company the amount you owe us on your Account (instead of paying us) if you are asked to do so. You may not transfer your Account or your rights under this Agreement to any person or company.

8.5 Security interest

This Agreement does not give us a security interest in any of your property. We have no security interest for the Account, even if other agreements we have with you say that we do.

8.6 Jury trial waiver

For any dispute that is not arbitrated, you and we knowingly, willingly and voluntarily waive any right to a trial by jury in the event of a litigation rising from this Agreement.

8.7 Important information about phone calls, texts, prerecorded and email messages and faxes

Note: When we use the term “PNC “ in this Section 8.7, we mean PNC Bank, its affiliates and designees.

By providing telephone number(s) to us now or at any later time, you authorize PNC to contact you at those numbers regarding any of your PNC accounts. You also consent to PNC using any means to call you at those numbers, including by

- placing calls using an automated dialing system to a cell, VoIP or other wireless phone number; and

- sending prerecorded messages or text messages to those numbers in order to service and collect on your PNC accounts, but not to market to you

even if you may be charged for the calls or text messages.

You also consent to PNC:

- monitoring or recording any phone call with you;
- contacting you by email or any other form of electronic communication and/or by fax in accordance with applicable law; and
- using third parties to contact you by phone, email, other electronic communication or by fax to the same extent as though PNC were making those contacts itself.

8.8 Credit reporting

We may report information about your PNC Bank account(s) to credit bureaus. Late payments, missed payments, or other defaults on your account(s) may be reflected in your credit report. If you believe that we have information about you that is inaccurate or that we have reported information about you that is inaccurate, please write to us as soon as possible at the Customer Service address that is shown on your monthly Statement. Please be sure to tell us which account, what information you believe is inaccurate, why it is inaccurate, and provide any supporting documentation, including a copy of your credit report if you have it. Please include your account number on your correspondence.

8.9 SPECIAL NOTICES – THE FOLLOWING NOTICES ARE GIVEN BY US ONLY TO THE EXTENT NOT INCONSISTENT WITH 12 U.S.C. SECTION 85 AND APPLICABLE FEDERAL REGULATIONS AND OPINIONS AND THE CHOICE OF LAW PROVISION SET FORTH HEREIN (WITH RESPECT TO WHICH WE EXPRESSLY RESERVE ALL RIGHTS).

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

IF YOU RESIDE IN OHIO: 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.

IF YOU RESIDE IN TEXAS: THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

9 ARBITRATION PROVISION

READ THIS ARBITRATION PROVISION CAREFULLY: IT WILL IMPACT HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.

Under the terms of this Arbitration Provision, and except as set forth below, Claims (as defined below) will be resolved by individual (and not class-wide) binding arbitration in accordance with the terms specified herein, if you or we elect it.

9.1 Your right to Opt Out; Effect of Arbitration

YOUR RIGHT TO OPT OUT; EFFECT OF ARBITRATION. This Arbitration Provision will apply unless you opt out by providing proper and timely notice described in section 9.6 under "Right to Opt Out."

If a Claim is arbitrated, neither you nor we will have the right to: (1) have a court or jury decide the Claim; (2) engage in information gathering (discovery) to the same extent as in court; (3) participate in a class action, private attorney general or other representative action in court or in arbitration; or (4) join or consolidate a Claim with those of any other person.

This Arbitration Provision will survive the termination of this Agreement. See further details below.

9.2 Definitions

"**We**," "**Us**" and "**Our**." Solely as used in this Arbitration Provision, the terms "we," "us" and "our" also refer to (1) our employees, officers, directors, parents, controlling persons, subsidiaries, affiliates, predecessors, acquired entities, successors and assigns; and (2) any failed bank to the extent of the assets acquired by us or our affiliates.

"**Claim**."
A "Claim" subject to arbitration is any demand, cause of action, complaint, claim, asserted right, or request for monetary or equitable relief, whether past, present or future, and based upon any legal theory, including contract, tort, consumer protection law, fraud, statute, regulation, ordinance, or common law, which arises out of or relates to this Agreement, your Account, the events leading up to your becoming an Account holder (for example, advertisements or promotions), any feature or service provided in connection with your Account or any transaction conducted with us related to your Account.

Notwithstanding the foregoing, the term "Claim" excludes: (a) any dispute or controversy about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof, including the Class Action Waiver in section 9.4 (a court will decide such disputes or controversies); and (b) any individual action brought by either party in small claims court or your state's equivalent court, unless such action is transferred, removed or appealed to a different court.

9.3 Arbitration Procedures

9.3.1 Agreement to Arbitrate Claims
Except if you opt out as provided below, you and we may elect to arbitrate any Claim.

9.3.2 Electing arbitration
If you or we elect to arbitrate a Claim, the party electing arbitration must notify the other party in writing (the "Notice"). Your Notice to us shall be sent to PNC Bank, N.A., Legal Department, 300 Fifth Avenue, Mailstop: PT-PTWR-19-1, Pittsburgh, PA 15222, Attn: Notice of Arbitration (the "Notice Address"). Our Notice to you shall be sent to the most recent primary address we have for you in our records. Any arbitration hearing that you attend will take place in a venue in the county where you reside unless you and we agree otherwise. If a party files a lawsuit in court asserting a Claim and the other party elects arbitration, such Notice may be asserted in papers filed in the lawsuit (for example, a motion by the defendant to compel arbitration of Claims asserted by the plaintiff in a lawsuit filed in court). In the event that a court grants a motion to compel arbitration, either party may commence the arbitration proceeding in accordance with the rules and procedures of the arbitration administrator specified in this section.

9.3.3 Arbitration costs
We will pay the filing, administrative and/or arbitrator's fees ("Arbitration Fees") that we are required to pay pursuant to the administrator's rules or the law. In addition, with respect to Arbitration Fees that you are required to pay under the administrator's rules in connection with an individual arbitration you have commenced against us, (i) if the amount of your Claim does not exceed $75,000 and we receive a written request by you at the Notice Address, we will pay or reimburse you for your payment of said Arbitration Fees; (ii) if the amount of your Claim exceeds $75,000 and we receive a written request by you at the Notice Address, we will consider paying said Arbitration Fees if you are unable to pay them and cannot obtain a waiver or reduction of them from the arbitration administrator.

9.3.4 Arbitration administrator and rules
The party electing arbitration must choose between one of two administrators: (1) the American Arbitration Association ("AAA"), or (2) JAMS. The administrator chosen will apply its rules and/or codes of procedures in effect at the time arbitration is elected. You may obtain a copy of the rules/codes, and more information about initiating an arbitration, by (1) contacting AAA at 1–800–778–7879 or visiting www.adr.org, or (2) contacting JAMS at 1–800–352–5267 or visiting www.jamsadr.com. The arbitrator is bound by the terms of this Agreement. If neither AAA nor JAMS can serve, the parties may agree on another administrator, or a court may appoint one.

9.3.5 What law the arbitrator will apply
The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, or by state or local laws that relate to arbitration proceedings. However, the arbitrator will apply the same statutes of limitation and privileges that a court would apply if the matter were pending in court. In determining liability or awarding damages or other relief, the arbitrator will follow the applicable substantive law, consistent with the Federal Arbitration Act (FAA), that would apply if the matter had been brought in court.

9.3.6 The arbitrator's decision and award; attorney fees
At the timely request of either party, the arbitrator shall provide a brief written explanation of the grounds for the decision. The arbitrator may award any damages or other relief or remedies that would apply under applicable law, as limited in paragraph 9.3.5 above, to an individual action brought in court. In addition, with respect to claims asserted by you in an individual arbitration, we will pay your reasonable attorney, witness and expert fees and costs if and to the extent you prevail, or if applicable law requires us to do so.

9.3.7 Effect of arbitration award; appeal
The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the Federal Arbitration Act. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Provision.

9.4 CLASS ACTION WAIVER
If either you or we elect to arbitrate a Claim, neither you nor we will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other persons. No arbitrator shall have authority to conduct any arbitration in violation of this provision or to issue any relief that applies to any person or entity other than you and/or us individually. The parties acknowledge that the Class Action Waiver is material and essential to the arbitration of any Claims and is non-severable from this Arbitration Provision. If the Class Action Waiver is voided, found unenforceable, or limited with respect to any Claim for which you seek class-wide relief, then the parties' Arbitration Provision (except for this sentence) shall be null and void with respect to such Claim, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. However, the Arbitration Provision shall remain valid with respect to all other Claims. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.

9.5 Conflicts; Severability; Survival
This Arbitration Provision is intended to be broadly interpreted. In the event of a conflict between the provisions of this Arbitration Provision and the AAA or JAMS rules, or any other terms of the Agreement, the provisions of this Arbitration Provision shall control. If any part of this Arbitration Provision is deemed or found to be unenforceable for any reason, the remainder shall be enforceable, except as provided by the Class Action Waiver. This Arbitration Provision shall survive (1) the closing of your Account and the termination of any relationship between us, including the termination of the Agreement, and (2) survive any bankruptcy to the extent consistent with applicable bankruptcy law.

9.6 RIGHT TO OPT OUT
You may opt out of this Arbitration Provision by calling us toll free at 1–800–537–7374, or by sending us a written notice which includes your name(s), Account number, and a statement that you (both or all of you, if more than one) do not wish to be governed by the Arbitration Provision in your Account Agreement (the "Opt Out Notice"). To be effective, your written Opt Out Notice must be sent to us by first class mail or certified mail, return receipt requested, at PNC Bank, P.O. Box 3429, Pittsburgh, PA 15230-3429, Attn: Arbitration Opt Out.
We must receive your telephone call or written notice within forty-five (45) days after we open your Account. Your decision to opt out will not affect any other provision of this Agreement.