Pricing Information Addendum for PNC Bank Consumer Credit Card Agreement # K-10556

A Note About the Attached Consumer Credit Card Agreement (# K-10556): 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). In some instances, the consumer’s credit card agreement provided for a non-variable APR for some of the features of the account. 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.

<table>
<thead>
<tr>
<th>Feature</th>
<th>Margin</th>
<th>Daily Periodic Rate of Interest</th>
<th>Corresponding APR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchases and Balance Transfers</td>
<td>16.74%</td>
<td>0.06915% (V)</td>
<td>25.24% (V)</td>
</tr>
<tr>
<td>Cash Advances</td>
<td>21.74%</td>
<td>0.08284% (V)</td>
<td>30.24% (V)</td>
</tr>
<tr>
<td>Penalty APR</td>
<td>25.74%</td>
<td>0.09380% (V)</td>
<td>34.24% (V)</td>
</tr>
</tbody>
</table>

Minimum Interest Charge: $1.50

Summary of Fee Information:

<table>
<thead>
<tr>
<th>Fee</th>
<th>Fee Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Fee</td>
<td>$36 ($3 per month)</td>
</tr>
<tr>
<td>Balance Transfer</td>
<td>5% of the amount of the balance transfer or $5, whichever is greater</td>
</tr>
<tr>
<td>Cash Advance</td>
<td>4% of the amount of each cash advance or $10, whichever is greater</td>
</tr>
<tr>
<td>Foreign Transaction</td>
<td>3% of the amount in U.S. dollars of each foreign transaction.</td>
</tr>
<tr>
<td>Late Payment</td>
<td>Up to $8</td>
</tr>
<tr>
<td>Returned Payment</td>
<td>Up to $35</td>
</tr>
</tbody>
</table>

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.”
A GUIDE TO KEY FEATURES OF YOUR CREDIT CARD ACCOUNT

Thanks for opening your new credit card account with PNC Bank, National Association.

We provide this one page guide to help you better understand key features of your account, but please be sure to read your credit card agreement for all the details.

Managing your credit wisely

Here are tips for using your credit card responsibly:

<table>
<thead>
<tr>
<th>Tips</th>
<th>Keep in mind</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pay on time</td>
<td>If you think you won’t be able to make your minimum monthly payment, call 1-800-558-8472. Special payment options may be available to you. Be sure to contact us early, before fees and interest add up.</td>
</tr>
<tr>
<td>Stay within your credit limit</td>
<td>Your initial credit limit is printed on your card carrier. You may check your credit limit, available credit, and balance on any time by signing on to your PNC Online Banking account at pnc.com. If you’d like, we can even send you email or text message alerts that let you know when you are getting close to, or have reached, your credit limit.</td>
</tr>
<tr>
<td>Try to pay off your balance each month</td>
<td>Pay your entire new balance, including balances for any promotional rate balance transfers, showing on your current statement by your due date, and we’ll provide you with a “grace period” for new purchases that appear on your next statement, which means that we won’t charge you interest on those new purchases if you pay them by the due date shown on that statement. Remember though – there is no grace period for cash advances or balance transfers.</td>
</tr>
<tr>
<td>Check your statement each month</td>
<td>PNC Bank takes steps to protect your account from fraud and errors, but you can help by promptly reviewing your statements and notifying us if you find anything suspicious. Detailed information about what to do if you find a mistake on your statement is provided in your credit card agreement and each month on your statement.</td>
</tr>
</tbody>
</table>

Making payments

We offer several options that make it easy for you to make your payments on time and avoid late fees. If you make your payments using one of the options below and meet additional payment requirements (details on our requirements are on your statement each month and in your credit card agreement), we will credit your payment as follows:

<table>
<thead>
<tr>
<th>If you make a payment...</th>
<th>We will credit your payment as of...</th>
</tr>
</thead>
<tbody>
<tr>
<td>By mail, sent to the P.O. Box printed on your payment coupon</td>
<td>the day we receive it, if received by 5:00 p.m. ET, next day if received after 5:00 p.m. ET</td>
</tr>
<tr>
<td>By phone: 1-800-558-8472</td>
<td>the day we receive it, if received by 6:00 p.m. ET, next day if received after 6:00 p.m. ET</td>
</tr>
<tr>
<td>By signing on to your PNC Online Banking account at pnc.com and clicking on the “Transfer Funds” tab</td>
<td>the day we receive it, if received by midnight ET, next day if received after midnight ET</td>
</tr>
</tbody>
</table>

Keep in mind - Sometimes it may take us a few days to process your payment. If that happens, your payment will still be credited to your account as noted above - even though that payment may not immediately show in your PNC Online Banking account or on your statement. Also, it may take 7 or more days before your payment amount is available to re-borrow as part of your available credit.

About your minimum payment

Each month you must pay at least your minimum payment on time. The amount of your minimum payment can change from month to month. Not making at least your minimum payment each month could result in an increase to your APRs, reduction of your credit limit, closure of your account, and/or a decline in your credit score.

Dispute resolution through arbitration

If you have a claim and we are unable to resolve it informally, you or we may elect to resolve it by individual binding arbitration in accordance with the terms of the Arbitration Provision of your credit card agreement. If a claim is arbitrated, it will not be heard by a court or jury. Also, it will proceed as an individual action, and that means neither you nor we will have the right to participate in a class action in court. You have the right to opt out of the arbitration process by providing timely notice to us. Please refer to the Arbitration Provision located in section 9 of your credit card agreement for complete details.

NOTE: If you are active military or a dependent of active military, the Arbitration Provision may not apply to you. For details, please see section 9 of your credit card agreement.

Jury trial waiver notice

For any dispute that is not arbitrated: Your credit card agreement includes a section called “Jury Trial Waiver.” A jury trial waiver is an agreement to waive any right to a trial by a jury in the event of litigation between you and us. Please refer to section 8.6 of your credit card agreement for complete details.

NOTE: If you are active military or a dependent of active military, the Jury Trial Waiver provision may not apply to you. For details, please see section 8.6 of your credit card agreement.

Changes to your credit card account

We can change the terms of your credit card agreement, including your interest rates and fees, or close your account at any time and for any reason, unless prohibited by applicable law. Some common reasons for closing an account include not making your payments on time, a significant drop in your credit rating or not using your account for a long time. We may also increase or decrease your credit limit at any time.

Military Lending Act protections

If we determine that you are a “covered borrower,” as that term is defined under the Military Lending Act regulation (“MLA”), 32 CFR Part 232 (meaning, generally, if you are active military or a dependent of active military), and your credit card account is subject to the provisions of the MLA, the following notice applies to your account during the period you are a covered borrower.

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

To hear this statement, and a description of your payment obligation, please call 1-844-875-6224.

Learning more about your account

Online Go to www.pnc.com
In person Find your local branch at pnc.com or download the PNC Finder app
By phone Call 1-800-558-8472, 24 hours a day, 7 days a week
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 assigns.

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® or Mastercard® 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 Mailing: 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.

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.

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

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 items that are similar to cash, including, but not limited to, traveler’s checks, wire transfers, money orders, gift cards, virtual currencies and stored value cards. Transactions made at or with a financial institution (such as the purchase of a CD or funding of a savings account), payments to government entities, payments using a third party service, and lottery, betting or gambling purchases are also cash equivalent items. All cash advances are subject to the cash advance APR and cash advance fees. Cash advances do not earn rewards under reward programs.

• 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 we have established for your Account. The minimum credit limit is $300. 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 $1,000 and a cash advance limit of $250. Pat currently has a balance of $400. Total credit limit $1,000 Account balance $400 Total available credit $600 Pat’s balance of $400 includes a cash advance of $100 and the associated cash advance fee of $10 (the greater of $10 or 4% of the amount of the cash advance). Cash advance limit $250 Cash advance $110 Amount available for additional cash advances $140

Right now, Pat has $400 of available credit that he could use for additional purchases, but only $140 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 for any reason.

If your credit limit is ever increased, you must increase your security deposit by the amount of the increase in your credit limit, which must be in multiples of $50.00. We may, in our sole discretion, permit you to provide additional security in an amount less than the amount of the credit limit increase. Your credit limit may not be increased for up to 15 days after we receive your additional security deposit, and it will not be increased if your additional security deposit is made by a check, money order, electronic entry or other method that is not honored by the financial institution it is drawn on or otherwise not paid. If you send us a check or electronic credit, it must be drawn on an account maintained at a financial institution located in the United States. All security deposits must be in U.S. dollars.

If you want to decrease your credit limit, you need to tell us in writing. You may not request a decrease more than twice over the life of your Account. The minimum decrease is $300, and larger decreases may be made in multiples of $50.00.

If you ask us to decrease your Credit Limit, within 60 days after we receive your request, we will withdraw the amount of the decrease from your security deposit, apply as much as necessary to your Account to bring your balance down to the new credit limit, and send you a check or credit your Account for the remainder of your Security Deposit that exceeds your new credit limit.

Additional information about your security deposit is provided in...
If you pay more than the minimum due for one billing cycle, your minimum payment will be the largest of:

1. 0% of the new balance shown on your Statement
2. Any past due amounts
3. Any fees shown on your Statement (except any annual fee, foreign transaction fee or balance transfer fee)

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

### 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 past due amounts OR

- **Calculation 2**
  - 2.5% of the new balance shown on your Statement

- **Calculation 3**
  - 1.0% of the new balance shown on your Statement, including any minimum interest charge, shown on your Statement

### Additional payment requirements:

- Any fees shown on your Statement (except any annual fee, foreign transaction fee or balance transfer fee)
- Any past due amounts
- Any fees shown on your Statement that date, the prime rate listed was 3.25%. Therefore, Mary’s 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 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 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.
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**
  - **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.
  
  \[
  \text{APR} \div 365
  \]
  
  **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**

**Examples**

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**

\[
\text{Daily periodic rate of interest for purchases} = 15\% \div 365 = 0.04109\%
\]

**Average daily balance**

\[
\text{Average daily balance} = $400
\]

**Days in billing cycle**

\[
\text{Days in billing cycle} = 30
\]

**Calculation of interest charges**


<table>
<thead>
<tr>
<th>Daily periodic rate</th>
<th>Average daily balance</th>
<th>No. days in billing cycle</th>
<th>Interest charges for purchases</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.04109%</td>
<td>$400</td>
<td>30</td>
<td>$4.93</td>
</tr>
</tbody>
</table>

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**

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.

<table>
<thead>
<tr>
<th>FEE</th>
<th>WHEN THIS FEE IS CHARGED</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>FEE</td>
<td><strong>Annual</strong></td>
<td>When the Account is opened and every year after that. The total amount of the annual fee is divided by 12 and assessed to your Account in equal monthly increments.</td>
</tr>
<tr>
<td>Balance transfer</td>
<td>When you transfer balances to your Account as explained in Section 6.1.</td>
<td></td>
</tr>
<tr>
<td>Cash advance</td>
<td>When you take a cash advance. See Section 2 for a description of transactions that are “cash advances.”</td>
<td></td>
</tr>
<tr>
<td>Foreign transaction</td>
<td>When you make a foreign transaction as explained in section 6.2.</td>
<td></td>
</tr>
<tr>
<td>Late payment</td>
<td>When your minimum payment for a billing cycle is not received by the Due Date.</td>
<td></td>
</tr>
<tr>
<td>Returned payment</td>
<td>If you make a payment on your Account and the payment is returned unpaid.</td>
<td></td>
</tr>
<tr>
<td>Stop payment</td>
<td>When you ask us to stop payment on a Convenience Check or balance transfer, or when you renew a stop payment order.</td>
<td></td>
</tr>
<tr>
<td>Research</td>
<td>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 you.</td>
<td></td>
</tr>
<tr>
<td>Rush card</td>
<td>If we expedite delivery of a replacement Card at your request.</td>
<td></td>
</tr>
<tr>
<td>Expedited payment</td>
<td>If you ask a customer service representative to expedite the crediting of a payment to your Account.</td>
<td></td>
</tr>
</tbody>
</table>

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 take three weeks or more from the time you requested the transfer for us to process your request.

**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 purchases, however, 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.

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 or Mastercard (as applicable) will convert the transaction to, and we will post it to your Account in, U.S. dollars. We will also charge a foreign transaction fee for each foreign transaction. The exchange rate that Visa or Mastercard 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 or Mastercard selects, 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, your Account must be eligible to provide overdraft protection 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. The full amount of an overdraft protection 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 is in default. 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; or**
- **The advance would exceed your Account’s cash advance limit.**

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 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 before the end of the six-month period.

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
- Name of payee
- Date
- Your name and address

We process stop payment orders by computer, so make sure that the information you provide, such as the amount and full 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 finalised 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 any item presented to us after the stop payment order has expired.

We may, at our discretion, choose whether to pay or refuse any stop payment order. If you 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.

If you fail to do so, 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. This may happen if you fail 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, we will charge your Account for the full amount you owe.

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 default on any obligation of yours to us.
- You have had in any way any adverse change in your financial circumstances and, in our good faith opinion, will not be able to make the payments due or meet any other obligation you have to us.
- You become inactive.
- Your Account is being used for fraud or improper purposes.
- 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 demand payment of all amounts due on your Account, subject to any restrictions under applicable law.

7.2 Removing an authorized user

If you want to remove an authorized user from 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 on file for you. If you have provided us with any email address 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 you must notify us that you reject the change. If you do not 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 Account 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 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” or “Payment Order” 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 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 another person or company.

8.5 Security interest

You must keep an amount equal to your credit limit on deposit with us as security for your Account. This is your security deposit with us. When you applied for your Account, you signed a security agreement that gives us a security interest in your security deposit and explains when we can use your security deposit to pay your obligations to us. We have no other security interest for the Account even though other agreements we have with you may say that we do.

8.6 Jury trial waiver

If we have determined that you are a “covered borrower,” as that term is defined under the Military Lending Act regulation, 32 CFR Part 232 (meaning, generally, if you are active military or a dependent of active military at the time your Account is opened), the following jury trial waiver does not apply to your Account even if, at the time of a later dispute between us, you are no longer a covered borrower.

Waiver provision does not apply to your Account even if, at the time of a later dispute between us, you are no longer a covered borrower.

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

8.7 Important information about phone calls, texts, prerecorded and/or automated messages and faxes.

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

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, 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;
- 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 Account to credit bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report.

If you believe that we have made an error, you may report it to us in writing within 60 days of the notice. If you do not do so, we will not consider your dispute.

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 must be put in writing. Written agreements cover each material term of each loan or extension of credit, 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

NOTE: If we have determined that you are a “covered borrower,” as that term is defined under the Military Lending Act regulation, 32 CFR Part 232 (meaning, generally, if you are active military or a dependent of active military at the time your Account is opened), the following arbitration provision does not apply to your Account even if, at the time of a later dispute between us, you are no longer a covered borrower.

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: (1) to have a court or jury decide the Claim; (2) to 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 of law or 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, controversy, or controversy that is asserted or may be asserted, 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 and clause 3.1.4.2.1.1.1.1 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 for 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, and you 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 in the 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 commence 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 pay or reimburse you for your payment of said Arbitration Fees; (iii) if the amount of your Claim exceeds $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 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. If, after choosing, the administrator chosen will apply its rules; however, if the administrator chosen is unable to arbitrate, the administrator that can arbitrate 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 3:00 PM - 9:00 PM MT, 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
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 a court could have awarded had the matter been pending in court. In determining liability or awarding damages or other relief or remedies, the arbitrator shall consider said statutory or substantive law, consistent with the Federal Arbitration Act (FAA), that would apply if the matter had been brought in court.

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 do not elect to opt out of 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 will apply. However, for this section only: (i) you will have the right not to pay the remaining amount due on the purchase, 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. If the Class Action Waiver is found unenforceable, or limited with respect to any Claim for which you seek class-wide relief, then the parties’ Arbitration Provision will not apply if the matter had been brought in court.

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 supercede the rules or terms of the Agreement. If the Class Action Waiver 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; or (2) 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 toll free at 1-800-537-5374, or by sending us a written notice which includes your name(s), Account number, and a statement which includes: “I (both of us, if filing as a couple) 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, postmarked within 30 calendar days of the date on which you receive this Agreement. 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.

9.7 Your 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.
Deadline: You must tell us in writing within 60 days after the statement in question is printed on your Statement.
Description of problem: Describe the problem you believe is an error, state what 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.
We cannot try to collect the amount in question, or report you as delinquent on that amount.
We may not protect you against any loss while the investigation takes place.
If we cannot determine the nature of the error to your satisfaction, we will, if you agree, credit your account for the amount in question.
We will have the right to: (a) to participate in a class action, private attorney general action or any feature or service provided in connection with your Account or any transaction conducted with us related to your Account.

9.8 Advice to consumers: banks can report late payments to credit reporting agencies.

9.9 Delaware consumers: Delaware law provides rights and remedies not available elsewhere.

9.10 Legal rights and remedies: You may also have legal rights and remedies not available elsewhere.

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