Pricing Information Addendum for PNC Bank Consumer Credit Card Agreement

A Note About the Attached Consumer Credit Card Agreement: The attached consumer credit card agreement was the standard agreement used for PNC Cash Unlimited 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.

<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>Ranging from 10.74% to 21.74%</td>
<td>Ranging from 0.05271% to 0.08284% (V)</td>
<td>Ranging from 19.24% to 30.24% (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>$0</td>
</tr>
<tr>
<td>Balance Transfer</td>
<td>The greater of $5; or ranging from 4% to 5% of the amount of the balance transfer</td>
</tr>
<tr>
<td>Cash Advance</td>
<td>Either $10 or 5% of the amount of each cash advance, whichever is greater</td>
</tr>
<tr>
<td>Foreign Transaction</td>
<td>None</td>
</tr>
<tr>
<td>Late Payment</td>
<td>Up to $38</td>
</tr>
<tr>
<td>Returned Payment</td>
<td>Up to $38</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.”
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 can check your credit limit, available credit and balance any time by signing on to PNC Online Banking 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>Generally, the more you pay toward your balance each month, the less interest you’ll pay and the faster you’ll pay off your balance. And if you pay your entire balance – not just your purchases – in full each month you’ll avoid paying interest on new purchases. This is called your “grace period” for new purchases. Remember though – there is no grace period for cash advances or balance transfers. For details, see section 4.1.1 and 6.1 of your credit card agreement.</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. It’s also a good idea to check your statement to confirm that we’ve received your payment and posted the payment to your account. 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 section 3.3 of 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 made by 6:00 p.m. ET, next day if made after 6:00 p.m. ET</td>
</tr>
<tr>
<td>By signing on to PNC Online Banking at pnc.com and clicking on “Make a Payment” or “Pay Today” on the account activity screen for your Account.</td>
<td>the day made, if made before midnight ET, next day if made on or 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 or closure of your account; and/or a decline in your credit score. Keep in mind, if you pay only the minimum payment, you’ll pay more in interest over time, and it will take you longer to pay off your balance. We’ll remind you of this every month on your statement with a minimum payment warning.

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 at the time your account is opened), 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.

If you are a student

Some PNC Bank products may come with special benefits for students. You must tell us when you obtain a PNC Bank product or service that you are a student in order to receive any student benefits available for that PNC Bank product or service. That means that even if you told us when you applied for your credit card account that you are a student, you may not automatically receive available student benefits for other PNC Bank products or services you have or are receiving. We may require additional authorization or direction in order to provide some student benefits to you. Visit the Student & Graduates Center on pnc.com for additional information.
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, or
• 10 days after we send or otherwise deliver this Agreement to you, whichever happens first.

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 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 the terms of any Convenience Checks or special offers we make to you.

Billing Cycle: A period of time for your Account that can change from month to month, but is typically 30 or 31 days, except that the first Billing Cycle for your Account, which begins on the day your Account is opened, may be much shorter. A Billing Cycle occurs even if there is no activity on your Account during the days in that Billing Cycle and we do not provide you with a Statement for that Billing Cycle.

Card: Any credit card we issue to you or an authorized user for accessing your Account.

Card Mail: 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

A customer’s current statement shows that the minimum payment is due March 15. The customer makes a payment online using our automated telephone payment service on March 15 at 9:00 p.m. eastern time.

Because the customer did not make the payment by 6:00 p.m. eastern time (the cut off time for this payment option), the payment was not made by the customer’s due date. Assuming the customer met our other payment requirements, the payment will be credited to the customer’s account as of March 16 and the account will be assessed a late fee.

1.2 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 we send or otherwise deliver to you for a Billing Cycle that shows your Account activity and any amount due.

2 USING YOUR ACCOUNT

You agree to use your Account only for personal, family, or household purposes. You may use your Account for the following types of transactions:

• Purchases: Use of your Card or your Account number to buy or lease goods or services from a participating merchant.

• Cash advances: Use of your Account to obtain cash 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, by transferring funds from your Account to a deposit 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 fee. 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” notice provided with 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

A customer has a credit limit of $5,000 and a cash advance limit of $1,250. The customer currently has a balance of $2,000.

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total credit</td>
<td>$5,000</td>
</tr>
<tr>
<td>Account balance</td>
<td>$2,000</td>
</tr>
<tr>
<td>Total available credit</td>
<td>$3,000</td>
</tr>
</tbody>
</table>

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 authorize a transaction that will put you over your credit limit or cash advance limit, you will be 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 charges 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. We will 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. If you make
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当你 reimbursed 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 PNC Online Banking at pnc.com and click on “Make a Payment” or “Pay Today” on the account activity screen for your Account.

**Mail:** Send your payment to the P.O. Box on your Statement coupon.

**Phone:** Use our automated telephone payment service by calling 800-558-8472. 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 at 800-558-8472.

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

We include your payment on your Account and adjust your current balance as follows:

- Payments made by the ACH, wire or presentment (not available in all states) are credited to your Account on the date we receive the payment
- Payments made by a Credit Union or Bank must be received at the originating depository bank no later than 4:00 p.m. eastern time on the Due Date and are credited the next business day
- We may charge you a returned payment fee in accordance with the terms of this Agreement.

### Example

A customer’s statement shows a new balance of $500, including a past due amount of $38. The customer has been charged $10.60 in interest and a $27 late fee because the customer did not make the last payment on time. Their minimum payment will be the greater of:

### Calculation 1

- **Flat amount:** $27.00
- **Amount past due:** $38.00

**Total:** $65.00

### Calculation 2

- **.01 x $500 (new balance):** $5.00
- **Total interest:** $10.60
- **Late fee:** $27.00
- **Amount past due:** $38.00

**Total:** $80.60

Because $80.60 is larger than $65.00, the minimum payment this Billing Cycle is $80.60.

### 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 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 separately 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 the next Billing Cycle, we will stop using the Penalty APR and use the APRs that would apply if you had not received a Penalty APR.

### 4 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 that follows 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 non-promotional 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**

- **Average daily balance**
- **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.

**Example**

A customer has a Billing Cycle that starts on March 25, 2023. The customer’s purchase APR is a variable rate determined by adding a margin of 12.99% to the value of the index. To determine the purchase APR that will apply to a Billing Cycle that starts on March 25, 2023, we first need to determine the value of the index. We do this by looking at the prime rate listed in the “Money Rates” section of The Wall Street Journal on March 20, 2023.

On that date, the prime rate listed was 7.75%. Therefore, the customer’s APR for purchases for that Billing Cycle starting March 25, 2023 is 12.99% (their margin) + 7.75% (the prime rate) = 20.74%.

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 $27) 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.
Each day, we calculate the average 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

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 is received. 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.

6.2 Foreign transactions

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:

- Transfers to an account from an affiliate or one of our affiliates.
- Transfers to cash advances 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.
- 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 cause you to give up certain dispute rights you may have. 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. 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 creditor as paid in full.

How transferring a balance could impact your grace period on new purchases

If you transfer a balance and also make new purchases, you may be assessed interest on new purchases. That is because when you transfer a balance, particularly a balance transfer that is subject to a special rate offer with a low or 0% APR, you typically carry that balance from month to month. As we stated in Section 4.1.1, you may lose your grace period on new purchases if you carry a balance from month to month.

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 transfer in your checking account that would cause your Account to 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 on the day of your request. 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.

Suspending or canceling overdraft protection

We will automatically cancel overdraft protection if your Account is closed, and we may cancel if 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.
- The advance is for a payment to your Account.

If we refuse to make an overdraft protection advance, we may, at our discretion, choose to pay, return or decline any checks, electronic transactions, or any other withdrawal items or transactions that would cause your checking account to become overdrawn. 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 (or 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
- Name of party to be paid
- Date
- Your name and address

We process stop payment orders by computer, so make sure that all 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 Conveniences 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 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 subject to any restrictions under applicable law. We may also cancel our Visa or Mastercard credit card programs 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 you request 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 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 credit limit or cash advance limit and we have not designated your Account as Visa Signature
- 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
- If you are a non-resident alien and fail to meet your income tax obligations to the Internal Revenue Service or another government
- This is a joint Account and one of you notifies us that his or her spouse is no longer 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 Conveniences 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 any part of this Agreement, then the entire 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 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 property. We have no security interest for the Account, even if any agreements we have with you say that we do.

8.6 Jury trial waiver
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 jury trial 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 arbitrated, 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 Limited 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 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:

- Recording 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 the above paragraphs were making those contacts itself.

You also consent to PNC:

- Obtaining consumer reports, including credit checks, from any consumer reporting agency and
- Preparing or aggregating consumer reports, including credit checks, from any consumer reporting agency.

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 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 report it 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 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, WRITTEN OR ORAL. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

8.10 Verifying your information
You agree that, in order to service and maintain your Account, we may obtain information about you, including your employment and income information, from other creditors, credit reporting agencies, employers and other third parties, including through records maintained by federal and state agencies.

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, any Claim (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 arbitrable, 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 action or other representative action in court 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

“Us,” “We” 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, if you signed up for the account, entered your card, or were offered a 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, 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.

9.3.7 Effect of arbitration award; appeal

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 Waived is 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 arbitrable.

9.4 CLASS ACTION WAIVER

If 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 Waived is 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 arbitrable.

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.

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.

Your 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 are not required to pay any unpaid amount against your credit limit.

After we find 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 will tell you the name of anyone to whom we reported you as delinquent, and we will 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.
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

We will investigate, at the same time, apply 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.

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