

IF YOU ARE A MEMBER OF THE ARMED FORCES ON ACTIVE DUTY OR ON ACTIVE GUARD AND RESERVE DUTY OR A DEPENDENT AS DEFINED BY 10 USCS 1072 (2)(A), (D), (E) OR (I) OF SUCH AN INDIVIDUAL, THIS ARBITRATION AGREEMENT IS NOT APPLICABLE TO YOU AND SHALL NOT HAVE ANY FORCE OR EFFECT PURSUANT TO THE MILITARY LENDING ACT.

Waiver of Jury Trial and Arbitration Provision

If we have retained agents (people who work for us but are not our employees) to help us in originating and servicing your Credit Card Account, you agree that any agents retained by us, the operator of the website where you submitted your application, and the purchaser(s) of any interest in your Credit Card are express third-party beneficiaries of this Waiver of Jury Trial and Arbitration Provision (the "Arbitration Provision"), and are entitled to enforce it to the same extent if they signed this Agreement.

1. Facts About Arbitration

ARBITRATION IS A PROCESS IN WHICH A PERSON WITH A DISPUTE: (A) WAIVES THEIR RIGHTS TO FILE A LAWSUIT AND PROCEED IN COURT AND TO HAVE A JURY TRIAL TO RESOLVE THEIR DISPUTES; AND (B) AGREES, INSTEAD, TO SUBMIT THEIR DISPUTES TO A NEUTRAL THIRD PERSON (AN "ARBITRATOR") FOR DECISION. EACH PARTY TO THE DISPUTE HAS AN OPPORTUNITY TO PRESENT SOME EVIDENCE TO THE ARBITRATOR. PRE-ARBITRATION DISCOVERY MAY BE LIMITED. ARBITRATION PROCEEDINGS ARE PRIVATE AND LESS FORMAL THAN COURT TRIALS. THE ARBITRATOR WILL ISSUE A FINAL AND BINDING DECISION RESOLVING THE DISPUTE, WHICH MAY BE ENFORCED AS A COURT JUDGMENT. A COURT RARELY OVERTURNS AN ARBITRATOR'S DECISION. THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:

2. Rejection of Arbitration

You may reject arbitration by sending a notice ("Rejection Notice") that we receive within three (3) Banking Days after the date you first use your Credit Card Account. Any Rejection Notice must be signed by you and must include my name, address, telephone number and Agreement number or date.

3. Where to Send Notice to Reject Arbitration

You must mail your Rejection Notice or send it by messenger service (such as Federal Express) to us at First National Bank, Customer Service, ATTN: TA-24 (for disputes) or TA- 21 (for fraud), P.O. Box# 30495, Tampa, FL 33630 Attn: Arbitration or by fax to: 1-866-451-6263 Attn: TA-24 (for disputes) or TA-21 (for fraud). In the event of any dispute concerning whether you have provided a Rejection Notice within the time permitted, you must provide a signed receipt or a fax confirmation that proves you sent it to us in time. This is the only method you can use to reject this arbitration provision. If the Rejection Notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the Rejection Notice on your behalf.

4. Definitions

The following definitions apply to this arbitration provision: "Administrator" means either the American Arbitration Association or the National Arbitration Forum. Each of these companies maintains an Internet website, publishes pamphlets, and is otherwise available to answer frequently asked questions about arbitration. We encourage you to contact them directly with any questions you may have about them or arbitration. You can contact them at: National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, www.arb-forum.com, (800) 474-2381; American Arbitration Association, 335 Madison Avenue, New York, NY 10017, www.adr.org, (800) 778-7879. "Dispute" and "Disputes" are given the broadest possible meaning and include, without limitation (a) all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this Arbitration Provision, the validity and scope of this Arbitration Provision and any claim or attempt to set aside this Arbitration Provision; (b) all Federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to the Credit Card Agreement (including the Arbitration Provision), the information you gave us before entering into the Credit Card Agreement, including the Application, and/or any past agreement or agreements between you and us; (c) all counterclaims, cross-claims and third-party claims; (d) all common law claims, based upon contract, tort, fraud, or other intentional torts; (e) all claims based upon a violation of any state or Federal constitution, statute or regulation; (f) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (g) all claims asserted by you individually against us and/or any of our employees, agents, directors, officers, shareholders, governors, managers, members, or affiliated entities (hereinafter collectively referred to as "related third parties"), including claims for money damages and/or equitable or injunctive relief; (h) all claims asserted on your behalf by another person; (i) subject to Section 6 below, all claims asserted by you as a private attorney general, as a representative and/or member of a class of persons, and/or in any other representative capacity, against us and/or related third parties (hereinafter referred to as "Representative Claims"); and/or (j) all claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about you.

5. Waiver of Jury Trial and Participation in Class Action

You acknowledge and agree that by entering into this Arbitration Provision: (a) YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;

(b) YOU ARE WAIVING YOUR RIGHT TO HAVE A COURT OTHER THAN A SMALL CLAIMS TRIBUNAL RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and

(c) YOU ARE WAIVING YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.

6. No Class Actions

All disputes including any Representative Claims against us and/or related third parties shall be resolved by binding arbitration only. Disputes shall be resolved on an individual basis with you. THEREFORE, THE ARBITRATOR SHALL NOT HAVE THE POWER TO CONDUCT CLASS ARBITRATION OR TO CONSOLIDATE CLAIMS OF MULTIPLE PARTIES; THAT IS, THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, THE ARBITRATOR SHALL NOT HAVE THE POWER OR AUTHORITY TO DETERMINE IF THIS SECTION 6 IS VALID AND ENFORCEABLE. ONLY A COURT SHALL HAVE SUCH POWER AND AUTHORITY.

7. Starting the Arbitration

Any party to a Dispute, including related third parties, may send the other party written notice by certified mail, return receipt requested, of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed.

8. Selection of Arbitrator

Regardless of who demands arbitration, you shall have the right to select either the American Arbitration Association or National Arbitration Forum. Their contact information is above. However, the parties may agree to select a local arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association and arbitrate pursuant to such arbitrator's rules. The party receiving notice of arbitration will respond in writing by certified mail, return receipt requested, within twenty (20) days. If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If related third parties or we demand arbitration, you must notify us within twenty (20) days in writing by certified mail, return receipt requested, of your decision to select one of the Administrators or your desire to select a local arbitrator. If you fail to notify us, then we have the right to select one of the Administrators.

9. What Law and Rules Apply to the Arbitration

This Waiver of Jury Trial and Arbitration Provision shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA") because the transaction evidenced by this Credit Card Agreement involves interstate commerce. If a final, non-appealable judgment of a court having jurisdiction over this transaction finds, for any reason that the FAA does not apply to this transaction, then the Arbitration Provision shall be governed by the arbitration law of the Commonwealth of Pennsylvania. The arbitrator shall apply applicable substantive law consistent with the FAA, applicable statutes of limitation, and shall honor claims of privilege recognized at law. The parties to such Dispute will be governed by the rules and procedures of the Administrator selected applicable to consumer disputes to the extent those rules and procedures do not contradict the express terms of this Arbitration Provision, including the limitations on the arbitrator in this Arbitration Provision. You may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.

10. Other Arbitration Rules

In addition to the parties' rights to obtain discovery pursuant to the applicable arbitration rules, either you or us may submit a written request to the arbitrator to expand the scope of discovery normally allowed under the rules of the Administrator selected. The arbitrator shall have discretion to grant or deny such request. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In conducting the arbitration, the arbitrator shall not apply any Federal rules of civil procedure or evidence.

11. The Decision of the Arbitrator

At the request by you or us, the arbitrator shall provide a written explanation for the award. The arbitrator must approve the explanation. The arbitrator will apply the applicable substantive law relating to the Dispute and award any remedies available as if the Dispute was heard by a court. The arbitrator's award may be filed with any court having jurisdiction. Regardless of whether the arbitrator renders a decision or an award in your favor resolving the Dispute, you will not be responsible for reimbursing us for your portion of the Arbitration Fees.

12. Location of Arbitration

The arbitration hearing will be conducted in the county of your residence, within 30 miles from such county, or in such other place as shall be ordered by the arbitrator.

13. Payment of Arbitration Fees

If you demand arbitration, then at your request we will advance your portion of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees (collectively the "Arbitration Fees"). If related third parties or we demand arbitration, then at your written request we will advance your portion of the Arbitration Fees. Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such as witness and expert witness fees provided that if an arbitrator finds in your favor or the law requires it, we will pay your attorney fee and costs.

14. Appeal of Decision

The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA. However, if the amount of the dispute is greater than \$7500, either you or we can appeal the award to a three-arbitrator panel administered by the selected Administrator which shall reconsider any aspect of the initial award requested by the appealing party.

15. Small Claims Tribunal

You and us, including related third parties, shall have the right to go to a small claims court for Disputes within the scope of such court's jurisdiction. Any Dispute that cannot be brought in a small claims court shall be resolved by binding arbitration. Any appeal of a judgment from a small claims court shall be resolved by binding arbitration.

16. Severability

If any part of this Agreement, including any part of the Arbitration Provision is held invalid or unenforceable, such provision will be considered changed to the extent necessary to comply with law, and the validity or enforceability of any other provision will not be affected; provided, however, that if paragraph 6 precluding the arbitrator from conducting a class or consolidated arbitration is deemed invalid or unenforceable, the entire Arbitration Provision shall be deemed void and if class action litigation or a class-wide arbitration is permitted for any reason with respect to any dispute, either party may require that the entire dispute be heard by a judge, sitting without a jury, under applicable court rules and procedures.

17. Other Provisions

This Agreement to Arbitrate will survive: (i) termination or changes in this Credit Card Agreement, your Account, or the relationship between us concerning the Account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of my Note, or any amounts owed on my account, to any other person or entity. This Agreement to Arbitrate benefits and is binding upon you, your respective heirs, successors and assigns. It also benefits and is binding upon us, our successors and assigns, and related third parties. The Agreement to Arbitrate continues in full force and effect, even if your obligations have been paid or discharged through bankruptcy. The Agreement to Arbitrate survives any termination, amendment, expiration, or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing. If any of this Agreement to Arbitrate is held invalid, the remainder shall remain in effect. This Credit Card Agreement includes a Waiver of Jury Trial and Arbitration Provision that may be enforced by you and us. You agree that you have read and understand all of the terms of this Credit Card Agreement, including the part entitled "Waiver of Jury Trial and Arbitration Provision."

YOUR BILLING RIGHTS (KEEP THIS DOCUMENT FOR FUTURE USE)

This notice 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:

First National Bank, Customer Service
P.O. Box #31535, Tampa, FL 33631-3535

In your letter, give us the following information:

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

You must contact us:

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

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

PLEASE NOTE: It is very helpful if your letter also includes the transaction date and the reference number for the charge, if available, from your billing statement.

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 for that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your Total Credit Line.

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

1. If we determine there was a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
2. 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, including to credit reporting agencies, if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong:

- You must write to us within 10 days telling us that you still refuse to pay.
- If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill.
- We must tell you the name of anyone to whom we reported you as delinquent, and we must tell those organizations know when the matter has been settled between us.
- If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights if You are Dissatisfied with Your Credit Card Purchases

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

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

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

First National Bank, Customer Service
P.O. Box #31535, Tampa, FL 33631-3535

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.



First National Bank

CREDIT CARD AGREEMENT

This First National Bank of Pennsylvania Credit Card Agreement ("Agreement" or "Credit Card Agreement" or "Cardholder Agreement") is for your credit card account ("Account" or "Card") with First National Bank of Pennsylvania. It applies to you and all authorized users of the Account as outlined below.

As required by law, rates, fees, and other costs of this credit card account are disclosed below. All account terms are governed by the Credit Card Agreement. Account and Agreement terms are not guaranteed for any period of time; all terms, including fees and the APRs, may change in accordance with the Agreement and applicable law. This Agreement becomes effective upon receipt of the Agreement (the "Effective Date").

YOUR CONTRACT WITH US

This document, and any future changes to it, is your agreement with us. We will refer to this document as your "Agreement" or "Credit Card Agreement"; these terms also include any changes we may make to this document from time to time.

"We", "us", "our", and "FNB" means First National Bank of Pennsylvania. "You" and "your" mean each and all of the persons who are granted, accept, or use the account, and any person who has guaranteed payment of the account.

We reserve the right to amend this Agreement at any time, by adding, deleting, or changing provisions of this Agreement. All amendments will comply with the applicable notice requirements of federal and Pennsylvania law that are in effect at that time. If an amendment gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may terminate your right to receive credit and may ask you to return all credit devices (e.g. cards, access checks, etc.) as a condition of your rejection. Our failure or delay in exercising any of our rights under this Agreement does not mean that we are unable to exercise those rights later.

The reasons we may amend this Agreement include the following:

- Changes in regulation or legislation, or a change in the interpretation of a regulation or legislation.
- Changes related to your individual credit history, such as: your risk profile, your payment or transaction patterns, balance patterns, the utilization levels of this and other accounts, credit bureau information including the age, history and type of other accounts, and the measure of risk associated with each.
- We may also change terms for reasons not related to your individual credit history, such as overall economic and market trends, product design, and business needs.

USE OF YOUR CARD

Acceptable Use of Your Card

You may use your Account for personal, family, or household purposes. You may not use your Account for business or commercial purposes. To avoid unauthorized use of your Card, please sign the back of your Card immediately. Please notify us immediately of the loss, theft, or possible unauthorized use of your Account at 1-866-317-0355. We may replace your Card with another card at any time.

Limitations & Warnings

- You may not use this Account, to make a payment on this or any other credit account with us or our affiliates.
- You may not use or permit your Account to be used to make any illegal transaction.
- You will only use your Account for transactions that are legal where you conduct them. For example, Internet gambling transactions may be illegal in your state.
- Display of a payment card logo by an online merchant does not mean that an Internet transaction is legal where you conduct it. We may charge your Account for such transactions.
- We will not be liable if you engage in an illegal transaction.
- We may deny authorization of any transactions identified as Internet gambling
- You may not use your Account to conduct transactions in any country or territory or with any individual or entity that is subject to economic sanctions administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC). Use of your Card in those countries will be blocked.

Other People Using Your Account

If you permit any person to use your Card, access checks, account number, or other credit device with the authorization to obtain credit on your Account, you will be liable for all transactions made by that person including transactions for which you may not have intended to be liable, even if the amount of those transactions causes a credit line to be exceeded.

- Authorized users of this Account may have the same access to information about the Account and its users as the account holders.
- We may send Account materials (cards, statements, and notices) to any liable party; that person will be responsible for delivering those materials to the other liable parties and authorized users.
- Notice to any of you will be considered notice to all of you.

Adding Authorized Users

You must think carefully before you allow anyone to become an authorized user. By doing so, you authorize the person to use your Account to the same extent you can, including, but not limited to: making any Purchases, Cash Advances, and otherwise allowing others to use your Account.

- You may allow authorized users on your Account in the following ways:
 1. By notifying us that you want someone added to your Account as an authorized user;
 2. By lending your Card or account number to another; or
 3. By any other ways in which you would be legally considered to have allowed another to use your Account or to be legally prevented from denying that you did so.
- If you choose to allow anyone else to use your Account please consider:
 1. Your Account does not permit you to limit the nature or amount of authority you give to any authorized user and you will not attempt to do so.
 2. An authorized user's authority will continue until you both notify us that you are terminating the authority and you physically retrieve the Card from the user. If you cannot retrieve the Card, you will remain liable for any transactions that we cannot prevent after you notify us.

Additional Card Benefits

We may offer you certain benefits and services with your Account. Any benefits or services are not a part of this Agreement, but are subject to the terms and restrictions outlined in the benefits brochure and other official documents provided to you from time to time by or on behalf of FNB. We may adjust, add, or delete benefits and services at any time and without notice to you.

TYPES OF TRANSACTIONS

You may obtain credit in the form of Purchases and Cash Advances

By using Cards, access checks, your account number, or other credit devices you may obtain credit in the following ways:

- Cards - Are all the credit cards we issue to you and to any other person with authorization for use on this account pursuant to this agreement including the account number associated with this card.
- Access Checks - Is a check we provide to you to obtain credit on your account. All access checks include an expiration date printed at the top. We will honor access checks received for payment before the expiration date printed on the check, provided your Account is open and in good standing, with available credit. Access checks without a printed expiration date will not be honored.

Purchases and Cash Advances

- Purchase - Means the use of your card or account number to buy or lease goods or services; Purchases include Account Fees, as well as Transaction Fees and adjustments associated with any Purchase.
- Cash Advance - Means accessing your Account in the following ways:
 1. Direct Deposit: by a transfer of funds via an ACH (Automated Clearing House) transaction to a deposit account initiated by us at your request
 2. Check Cash Advance: by an access check you sign as drawer.
 3. Bank Cash Advance: by obtaining cash via a credit card in the following manner:
 - ATM ("ATM") Cash Advance: at an automated teller machine;
 - Over the Counter ("OTC") Cash Advance: at any financial institution (e.g., to obtain cash, money orders, wire transfers, or travelers checks), or at any non-financial institution (i.e., to obtain cash);

- Cash Equivalents: by the purchase of foreign currency, money orders or travelers checks from a non- financial institution, or person-to-person money transfers, bets, lottery tickets, casino gaming chips, or bail bonds with your card;
- Returned Payment: for any payment you make to us that is returned to us unpaid for any reason, including the related interest charges.

All Cash Advances are subject to the amount of the remaining available Credit Line. Cash Advances are limited to 25% of your available Credit Line. Terminals or terminal operators may impose other limits on the amount or frequency of cash withdrawals. For more information on credit lines, please refer to the section titled "CREDIT AVAILABILITY Understanding Your Credit Line".

Balance Transfers

From time to time, we may offer you the chance to transfer balances from your other credit card accounts to this account.

- Unless you tell us otherwise, we will treat balance transfers as purchases for the purpose of calculating interest.
- We reserve the right to decline to process any balance transfers request for any reason, and will not transfer a balance from any of our affiliates.
- Transfers will be processed in the order determined by us.
- If the amount you wish to transfer is greater than your available credit limit, we may reject the request(s).
- It may take up to four weeks for a balance transfers request to be credited to your other credit card account(s).
- It is your responsibility to make any payments required to keep your other account(s) current and to close your other account(s) if you desire.
- We are not responsible for any charges you may incur on your other account(s) as a result of your balance transfer(s).
- If you have a dispute with a creditor, and you pay the balance in question by transferring it to your FNB account, you may lose certain dispute rights.
- Balance transfer transactions are subject to fees. For more information please see the section entitled, "TRANSACTION FEES".

Transactions Made in Foreign Currencies

If you make a transaction in a foreign currency, the transaction will be converted by Visa International into a U.S. dollar amount in accordance with the operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, those regulations and procedures provide that the currency conversion rate to be used is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

INTEREST AND FEES

Interest Rates – Annual Percentage Rates (“APR”)

The APR or “Annual Percentage Rate” is an annualized interest rate. Our interest rates are currently variable rates. This means that they can change over time.

- How To Calculate Variable Rates - Variable Rates are calculated by adding together an “index” rate and a “margin”. The index rate is U.S. Prime Rate as published in the Wall Street Journal. Margin will be determined by your creditworthiness and outlined in the Interest Rate and Interest Charges table.
- Index - Is the highest U.S. Prime Rate as published in the “Money Rates” section of The Wall Street Journal two (2) business days (not weekends or Federal holidays) before the closing date shown on your Billing Statement.
 - The APR may increase or decrease each month if the Prime Rate changes.
 - An increase or decrease in the Index will cause a corresponding increase or decrease in your variable rates on the first day of your billing cycle that begins in the same month in which the index is published.
 - An increase in the index means that you will pay higher interest charges and may have a higher Total Minimum Payment Due.
 - A decrease in the index means that you will pay lower interest charges and may have a lower Total Minimum Payment Due.
 - In General, we calculate the interest charge separately for each transaction type (purchases, balance transfers, and cash advances) as well as for any applicable promotional rate. This means that your Account may have separate balances for each transaction type.
 - If The Wall Street Journal does not publish the U.S. Prime Rate, or if it changes the definition of the U.S. Prime Rate, we may, in our sole discretion, substitute another Index.

Rates for Protected Balances

Some of your balances may be considered “Protected Balances” if we raise your variable interest rate due to a change in the Cash or Purchase Margin as outlined above. Protected Balances may also result if we modify your interest rate from a Fixed Rate to a Variable Rate. If an interest rate change for new transactions is applied to your account, any existing balances of that type will be identified as “Protected Balances” on your statement. These Protected Balances generally are kept at their current APR until the balances are paid in full and the rate increase will not apply to those balances.

Rates for Non-Protected Balances

If your variable APR is increased due to an increase in the Index as outlined above, or due to the application of a default or Penalty APR as outlined in the “Default & Penalty APR” section below, your balances will not be considered Protected Balances and the interest rate for those balances may be increased upon notice to you.

CALCULATION OF INTEREST CHARGES

Methods for Calculating Balances Subject to Interest Rates

Interest Charges for a Billing Cycle are calculated separately for each balance (for example, Purchases and Cash Advances). The methods used to calculate balances subject to interest charges are:

- For Purchases – “Average Daily Balance Method (excluding new purchases)”
- For Cash Advances – “Average Daily Balance Method (including new transactions)”.

How We Calculate Purchase Balances Subject to Interest Rate

Interest charges for Purchases begin on the date the purchase is posted to the account unless the New Balance shown on the previous statement was paid in full prior to the Due Date. We calculate separate Balances Subject to an Interest Rate for Purchases by:

- Calculating a daily balance for each day in the current billing cycle;
- Adding all the daily balances together; and
- Dividing the sum of the daily balances by the number of days in the current billing cycle.

To calculate the daily balance for each day in the current billing cycle, we:

- Take the beginning balance of the account each day;
- Subtract applicable payments and credits.
- If any daily balance is less than zero we treat it as zero.

How We Calculate Cash Advance Balances Subject to Interest Rate

Interest charges for Cash Advances begin on the date the transaction is posted to the Account we calculate separate Balances Subject to an Interest Rate for Cash Advances by:

- Calculating a daily balance for each day in the current billing cycle;
- Adding all the daily balances together; and
- Dividing the sum of the daily balances by the number of days in the current billing cycle.

To calculate the daily balance for each day in the current billing cycle, we:

- Take the beginning balance;
- Add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day’s daily balance;
- Add new Cash Advances and
- Subtract applicable payments and credits.
- If any daily balance is less than zero we treat it as zero.

BILLING CYCLE AND PAYMENT DUE DATE

A billing cycle is a time period that ends on a Statement Closing Date (or “Closing Date”) determined by us and begins on the day after the Closing Date of the previous billing cycle. Each monthly statement reflects a single billing cycle. Your Payment Due Date will be at least 25 days from your statement Closing Date and will fall on the same calendar day each month.

PAYING INTEREST

When applicable, interest accrues daily and compounds daily on new transactions, and balances remaining from previous billing cycles. Interest will not continue to accrue if you have paid the full amount of any related balances because we do not include any accrued, but unpaid interest in the calculation of each Balance Subject to Interest Rate.

When You Will Pay Interest on New Purchases

We will not charge you any interest on purchases made in the current billing cycle (“New Purchases”) if you always pay your entire New Balance Total by the Payment Due Date. If you do not pay your entire New Balance Total by the Payment Due Date, finance charges for New Purchases will begin to accrue on the first day of the next billing cycle.

New Balance Total means the total billed amount as of the Closing Date of a billing cycle, as shown on your monthly statement. “Pay in Full” or “Paid in Full” means payments and credits in a billing cycle totaling at least your previous billing cycle’s New Balance Total.

When You Will Pay Interest on Cash Advances (Including Returned Payments):

We will begin charging interest on Cash Advances on the transaction date. The transaction date for access checks is the date the check is first deposited or cashed. The transaction date for a Returned Payment is the date that the corresponding payment posted to your account.

TRANSACTION FEES

There are three types of transaction fees associated with your account. If you conduct one of the following transactions, we will assess the following Transaction Fees to your account and apply that fee to the same category to which the transaction is posted. These fees may also be subject to promotional, special or additional terms, which are included as part of your Agreement.

- Cash Advance – If you obtain a Cash Advance, we will assess a transaction fee equal to 3% of the amount of each advance or \$10.00, whichever is greater.
- Balance Transfer – If you request a balance transfer and we accept that transfer, we will assess a transaction fee equal to 4% of the amount of each transfer or \$10.00, whichever is greater.
- Foreign Currency Transactions – If you make a Foreign Transaction, we will assess a transaction fee equal to 2% of the U.S. dollar amount of each such Foreign Transaction. This is in addition to any other applicable transaction fees. Foreign Transaction means any transaction made in a foreign currency, and any transaction made in U.S. dollars if the transaction is made or processed outside of the United States. Foreign transactions include for example, online purchases from foreign merchants.

ACCOUNT FEES

There are three types of account fees associated with your account. The following fees are assessed as outlined below as Purchase transactions in the billing cycle in which the fees accrue:

- Late Fee – A Late Fee of \$25.00 will be assessed if the Total Minimum Payment Due shown on your monthly statement is not received by us on or before its Payment Due Date.
- Returned Payment Fee – A Returned Payment Fee of \$25.00 will be assessed if a payment on your account is returned for insufficient funds or for any other reason, even if it is paid upon subsequent presentment (if we elect to represent the payment). Your financial institution on whom the payment is drawn may also charge you additional fees.
- Overnight Card Fee – If you request, and we agree to overnight a card to you a \$50 fee will be assessed. The fee is subject to change. Additional fees apply for Saturday deliveries or deliveries on a non-business day.
- Pay By Phone Fee – A Pay By Phone fee of \$10.00 will be assessed if you use a live representative to make a payment using the telephone; this fee does not apply to payments made via our automated telephone payment system.

PAYMENTS AND DEFAULT

Your Promise to Pay

You promise to pay us the amounts of all credit you obtain, which includes all Purchases and Cash Advances. You also promise to pay us all the amounts of Interest charges, fees, and any other transactions charged to your account.

Required Payments on Your Account

Each month you must pay at least the Total Minimum Payment Due shown on your monthly statement by its Payment Due Date. Payments must conform to the requirements set out on that monthly statement; these requirements may vary without prior notice.

- You may pay the entire amount you owe us at any time.
- Payments made in any billing cycle that are greater than the Total Minimum Payment Due will not affect your obligation to make the next Total Minimum Payment Due.
- If you overpay or there is a credit balance on your card, we will not pay interest on such amounts.
- We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States.
- We reserve the right to reject any payment if your account has a credit balance as of the day we receive that payment.
- Generally, credits to your account, such as those generated by merchants or by person-to-person transfers, are not treated as payments and will not reduce your Total Minimum Payment Due.

Total Minimum Payment Due

Each billing cycle, you must pay at least the Total Minimum Payment Due shown on your monthly statement by its Payment Due Date.

- The Minimum Payment Due for Purchases, Cash Advances, and Protected Balances are calculated separately and then added together with any past due amounts and other fees due.
- The Minimum Payment Due for Purchases is 3% of the Purchase Balances Subject to Interest Rate or \$25.00, whichever is greater.
- The Minimum Payment Due for Cash Advances is 3% of the Cash Advance Balances Subject to Interest Rate or \$50.00, whichever is greater.
- If you have Protected Balances that resulted from an increase to your Purchase or Cash Margin or a switch from a Fixed Rate to a Variable Rate, the Minimum Payment Due for Protected Balances will be calculated at the terms originally disclosed to you for those balances and will be calculated at a more favorable rate than the Minimum Payment Due for non-protected balances unless the methodology for non-protected balances results in a lower Minimum Payment Due.
- We will not require a Minimum Payment Due for Protected Balances that is higher than the Minimum Payment Due for those balances prior to the change to your rate.
- See the section entitled “Rates for Protected Balances” for more information on Protected Balances.

ACH Payments

We process most paper checks received for payment electronically. That is, we use the information on your check to create an electronic funds transfer.

- Each time you send a check, you authorize a one-time electronic funds transfer.
- You also authorize us to process your check as a check or paper draft, as necessary.
- Funds may be withdrawn from your account as soon as the same day we receive your payment.
- You will not receive your cancelled check because we are required to destroy it although we will retain an electronic copy.
- For more information or to stop the conversion of your checks into electronic funds transfers, call us at the phone number listed on the front of your monthly statement.
- You may also write to us at: P.O. Box 982234, El Paso, TX 79998-2234.

When Your Payment Will Be Credited to Your Account

We credit payments as of the date received, if the payment is:

- Received by 5 p.m. local time at the address shown on the remittance slip on the front of your monthly statement;
- Paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and
- Sent in the return envelope with only the bottom portion of your statement accompanying it.

Payments received after 5 p.m. local time at the remittance address on any day including the Payment Due Date, but that otherwise meet the above requirements will be credited as of the next day. If your due date in a given month falls on a day on which we do not receive or accept payments by mail, we will treat a payment received the next business day as having been made in a timely manner. Credit for any other payments may be delayed up to five business days.

How We Allocate Your Payments

If your Account has balances with different APRs, we will allocate the amount of your payment equal to the Total Minimum Payment Due to the highest APR balances first. Payment amounts in excess of your Total Minimum Payment Due will be applied to balances with higher APRs before balances with lower APRs.

Promise to Pay Applies to All Persons

All persons who initially or subsequently request, are granted, accept, guarantee or use the account are individually and together responsible for any total outstanding balance. If you are responsible to pay any total outstanding balance, we may refuse to release you from liability until all of the cards, access checks, and other credit devices outstanding under the account have been returned to us and you repay us the total outstanding balance owed to us under the terms of this Agreement.

Default & Penalty APR

You will be in default of this Agreement if:

- You fail to make any required Total Minimum Payment Due within 15 days of its Payment Due Date;
- Your total outstanding balance exceeds your Total Credit Line;
- Your Bank Cash Advance balance exceeds your Cash Credit Line;
- You die or change residency to another state;
- You become insolvent or the subject of bankruptcy; or
- You fail to abide by any other term of this Agreement.

If your Account is in default and you fail to make the Total Minimum Payment Due for 60 days after its Due Date, we have the right to increase your APR to 24% (“Penalty APR”). If your APR is increased, the Penalty APR will apply until you make six (6) consecutive Total Minimum Payments by their respective Payment Due Dates; if you do not, the Penalty APR will apply indefinitely.

We May Require Immediate Repayment

If you are in default, then in addition to our other remedies under this Agreement, we can require immediate payment of your total outstanding balance and, unless prohibited by applicable law, we can also require you to pay the costs we incur in any collection proceeding, as well as reasonable attorneys’ fees if we refer your account for collection to an attorney who is not our salaried employee.

Other Payment Terms

- We can accept late payments, partial payments, or payments with any restrictive writing without losing any of our rights under this Agreement.
- This means that no payment, including those marked with “Paid in Full” or with any other restrictive words, shall operate as an accord and satisfaction without the prior written approval of one of our senior officers.
- You may not use a postdated check to make a payment. If you do postdate a payment check, we may elect to honor it upon presentment or return it uncredited to the person that presented it, without in either case waiting for the date shown on the check.
- We are not liable to you for any loss or expense arising out of the action we elect to take.

Modifications to Required Minimum Monthly Payments

We may allow you, from time to time, to omit a monthly payment or make a reduced payment. We will notify you when these options are available. This will only occur on an isolated basis, such as when the bank is working with borrowers affected by a Federally declared disaster. If in response to this notification you omit a payment or make a reduced payment, interest charges, applicable fees, and other regular transactions, if any, will accrue on your account balances in accordance with this Agreement. The reduced payment amount may be less than your interest charges. You must make the reduced payment on time to avoid a Late Fee. You must resume making your regular Total Minimum Payment Due each month following any modification made to your required minimum monthly payment.

CREDIT AVAILABILITY

Understanding Your Credit Line

Your Total Credit Line and Cash Credit Line are disclosed to you when you receive your Card and, generally, on each monthly statement.

- Total Credit Line – Is the total amount of credit available for the account.
- Cash Credit Line – Is the amount available for Cash Advances and is 25% of the available amount of your Total Credit Line.

Your Available Credit

The available credit in your account will be less than your Total Credit Line or your Cash Credit Line based upon activity in the Account such as Purchases, Cash Advances, interest charges, fees, and any other transactions.

- We do not limit the number of Cash Advances you may take on any given day.
- Any credits to the Account such as payments will increase the available credit in the Account.
- We may change your credit line from time to time. We base that decision on a variety of factors such as your payment and transaction history with us, and information we receive from third parties, including credit reporting agencies.
- The amounts shown on your monthly statement as available credit do not take into account Purchases, Cash Advances, interest charges, fees, any other transactions, or credits which post to your Account after the Closing Date of that monthly statement.

What We May Do if You Attempt to Exceed Your Credit Limit

The total outstanding balance on your Account plus authorizations at any time must not be more than your Total Credit Line. The total outstanding balance of your Cash Advances (plus authorizations) must not be more than your Cash Credit Line. Each time you attempt a transaction which results in your applicable outstanding balance (plus authorizations) exceeding a credit line, we may:

- Permit the transaction without raising your credit line;
- Permit the transaction and treat the amount of the transaction that is more than the credit line as immediately due; or
- Refuse to permit the transaction. If we refuse to permit the transaction, we may advise the person who attempted the transaction that it has been refused. If we refuse to permit a Check Cash Advance we may do so by advising the person presenting the Check Cash Advance that credit has been refused, that there are insufficient funds to pay the Check Cash Advance in any other manner.

SUSPENDING ACCOUNT PRIVILEGES

When We May Suspend or Close Your Account

We may suspend or close your Account or otherwise terminate your right to use your Account any time and for any reason.

If You Elect to Close Your Account

You may close your Account at any time by notifying us in writing at: First National Bank, Customer Service, P.O. Box # 31535, Tampa, FL 33631-3535.

When closing your Account, please consider:

- Your obligations under this Agreement continue even after the Account is closed.
- You must destroy all cards, access checks or other credit devices on the Account when the Account is closed.
- When your Account is closed, you must contact anyone authorized to charge transactions to your Account, such as internet service providers, health clubs or insurance companies.
- These transactions may continue to be charged to your Account until you change the billing.
- Also, if we believe you have authorized a transaction or are attempting to use your Account after you have requested to close the Account, we may allow the transaction to be charged to your Account.

Refusal to Honor Your Account

- We may deny any transactions for any reason at our discretion. We are not liable for any refusal to honor your account privileges.
- This can include a refusal to honor your card or account number or any check written on your Account.
- We may elect to not honor any access check which is written after the expiration date printed on that check.
- We are not liable for any retention of your card by us, any other financial institution, or any other provider of goods or services.

RECURRING PREAUTHORIZED TRANSACTIONS

Recurring preauthorized transactions occur when you authorize a merchant to automatically initiate a transaction using your credit card on a recurring basis. If we issue a new credit card with a different number or expiration date to you, we may (but are not obligated to) provide your new card number and expiration date to a merchant with whom you have set up a recurring preauthorized transaction in order to continue your recurring preauthorized transactions. There will be circumstances where you will have to contact the merchant directly to update your card information if you wish these transactions to continue.

ACCESS CHECKS

How You May Stop Payments on an Access Check

You may request a stop payment on an access check by providing us with the access check number, dollar amount, and payee exactly as they appear on the access check. Oral and written stop payment requests on an access check are permanent from the day that we place the stop payment. You need to provide us with no less than 3 business day advanced notice for us to stop payment on an access check.

You May Not Postdate an Access Check

You may not issue a postdated access check on your Account. If you do postdate an access check, we may elect to honor it upon presentment or return it unpaid to the person that presented it to us for payment, without in either case waiting for the date shown on the access check. We are not liable to you for any loss or expense arising out of the action we elect to take.

MISCELLANEOUS

We May Monitor and Record Telephone Calls

You consent to and authorize us, and any of our service providers, any of their affiliates, or its marketing associates, to monitor and/or record any of your telephone conversations with our representatives or the representatives of any of those companies.

Use of Mobile/Cell Phones

Where you have provided a cell phone number directly to us, or placed a cell phone call to us, you consent and agree to accept collection calls to your cell phone from us. For any telephone or cell phone calls we place to you, you consent and agree that those calls may be automatically dialed and/or use recorded messages to reach you.

Collecting and Sharing Information with Credit Reporting Agencies

You authorize us to collect information about you in order to conduct our business and deliver the top quality service you expect, including information we receive from third parties such as credit reporting agencies and information about your transactions with us and other companies. You authorize us to share such information about you or your Account with our affiliates and others. You may have the right to opt out of some information sharing. For more details, please refer to our Privacy Notice. If you believe we have furnished inaccurate or incomplete information about you or your Account to a credit reporting agency, write to us at: First National Bank, Credit Card Department, 4140 E. State St, Hermitage, PA 16148.

Please include your name, address, home phone number, and account number, and explain what you believe is inaccurate or incomplete.

We Have the Right to Sell Your Account

We may at any time, and without notice to you, sell, assign or transfer your account, any amounts due on your Account, this Agreement, or our rights or obligations under your Account or this Agreement to any person or entity. The person or entity to whom we make any such sale, assignment or transfer shall be entitled to all of our rights and shall assume our obligations under this Agreement, to the extent sold, assigned or transferred.

You Must Notify Us When You Change Your Address

You must notify us promptly at 1-866-317-0355 when you change your address. We may also change your address if so notified by the post office or others.

IMPORTANT LEGAL NOTICES

What Law Applies to this Agreement

This Agreement is made in the Commonwealth of Pennsylvania and we extend credit to you from the Commonwealth of Pennsylvania. This Agreement is governed by the Federal laws of the United States and to the extent not preempted by Federal law, the laws of the Commonwealth of Pennsylvania (without regard to its conflict of laws principles).

Provisions of this Agreement are Severable

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions will continue to be effective. We use section headings (e.g. “Types of Transactions”) to organize this Agreement. The headings are for reference purposes only.

Arbitration and Waiver of Jury Trial

This Credit Card Agreement includes a binding Waiver of Jury Trial and Arbitration Provision. You may opt out of the Waiver of Jury Trial and Arbitration Provision by following the instructions in paragraph number 2 below.