

**VISA® PLATINUM  
BANKMILES VISA® PLATINUM  
AGREEMENT AND DISCLOSURE**

Thank you for opening your First Citizens Platinum account with us. This Visa® Platinum BankMiles / Visa® Platinum Agreement and Disclosure, along with Your Account Agreement Summary, is the agreement that covers your account (collectively, the "Agreement"). Your Account Agreement Summary that you received with your card is part of and incorporated into this Agreement. By using or authorizing the use of your credit card or account, or using or authorizing the use of any future replacement cards, you agree that you (and your heirs, successors, representatives, and beneficiaries, if any) are bound by this Agreement. If this is a joint account, both of you will be bound by this Agreement and each of you is liable for all amounts owed on your account.

The words YOU and YOUR mean anyone who signed the application for a credit card, thereby agreeing to be bound by this Agreement. WE, OUR, US and BANK mean the First Citizens Bank and Trust Company, Inc.

**CREDIT LIMIT.** You will be sent a separate notice telling you the amount of your credit limit. You agree to make purchases and advances up to the credit limit only. If you do use your account for more than your credit limit, we are not required to allow the transaction. However, we may, in our sole discretion, allow a transaction that exceeds your credit limit (an "over-limit transaction"). We also may, but are not required to, ask you in advance if you want us to allow over-limit transactions. If you agree to over-limit transactions and do not revoke your consent, we will charge you an over-limit fee for conducting the transaction. If you have not agreed in advance to over-limit transactions, we still may conduct the transaction in our discretion, but will not charge you an over-limit fee for doing so. From time to time, we may increase or decrease your credit limit. If you do not want the credit limit increase, you must notify us in writing.

**PURCHASES.** You can use your card to buy goods and services any place Visa credit cards are honored. In most cases you will sign a sales slip. We shall have no liability or responsibility if any merchant refuses to honor a credit card. No cash refunds will be made to or accepted by you with respect to any adjustments for goods or services purchased. Any adjustment in connection therewith shall be accompanied only by credit to your account, authorized by a properly executed credit slip. If you incur a charge in currency other than U.S. dollars, Visa International will convert the charge into a U.S. dollar amount under the currency conversion procedures set forth in their Operating Regulations in effect at the time the transaction is processed. The non-U.S. dollar transaction amount is converted into a U.S. dollar amount by multiplying the transaction amount in the non-U.S. dollar currency by a currency conversion or exchange rate. Visa's exchange rate is either (i) the government-mandated rate in effect for the applicable central processing date, or (ii) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives. In each case, Visa charges us a percentage of the transaction amount (currently 1%). We will charge Visa cardholders a multicurrency conversion fee of 1% of the transaction amount, which you agree to pay and which will be charged to your account. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or on the posting date.

**CASH ADVANCES.** You may also obtain cash advances against your account at First Citizens or other banks displaying Visa signs, using either your credit card or a Visa Convenience check. If we issue you a card that may be used at an automated teller machine (ATM) to obtain a cash advance, we will provide you a Personal Identification Number (PIN) to access participating ATM networks.

**CONVENIENCE CHECKING.** Advances may also be obtained by means of checks you may draw against your account if such checks have been issued to you by us (Convenience Checks). Each Convenience Check you use will be posted as a cash advance against your account from the date the check is posted to your account. Only Convenience Checks we furnish to you and which have been imprinted with your account number may be used, and only those cardholders whose names are imprinted on the Convenience Checks may sign the checks. You agree that we are under no obligation to pay or certify any Convenience Check drawn on your credit card account. We will not be responsible or liable for dishonoring or returning a Convenience Check unpaid if (a) payment of the Convenience Check causes your available line of credit to be exceeded; (b) if you have defaulted under the terms of this Agreement; (c) if your card has expired or the privilege of using the card has been terminated; or (d) if your card has been lost or stolen. If we in our discretion pay any Convenience Check which could have been properly dishonored or returned unpaid for any reason, you agree nevertheless to pay the amount of the Convenience Check. If we honor a Convenience Check when you have exceeded your credit limit or that causes you to exceed your credit limit, we may charge you an over-limit fee as allowed in the "CREDIT LIMIT" paragraph above. Payment of a Convenience Check shall not constitute the waiver of amounts due and unpaid at that time. You waive any right to stop payment of a Convenience Check. First Citizens BankCard Convenience Checks may not be used for payment of your First Citizens BankCard accounts.

**PROMISE TO PAY.** When you use your account or permit someone to use it for a purchase or advance, you agree to pay the total amount of all purchases or advances, plus interest charges, applicable transaction fees, other applicable fees, and collection costs or other amounts due until all amounts owed have been paid in full.

**OTHERS USING YOUR ACCOUNT.** You agree to pay for all purchases and advances made by anyone you authorize to use your account. If someone else is authorized to use your account and you want to end that person's privileges, you must let us know in writing. If that person has a card, you must return the card with your written notice. We reserve the right to close the present account and to evaluate all parties for new accounts.

**STATEMENTS.** Each month that you have a balance we will send you a statement. Your statement will show your new balance, the minimum amount you must pay, information on the effect of making only the minimum required payments, the latest date by which we must receive the payment, and certain other information. You agree to examine each statement promptly after you receive it and notify the Bank in writing within sixty (60) days of any apparent mistakes. If you do not report any mistakes to us within sixty (60) days following the date of the statement, the statement will be considered correct.

**MINIMUM PAYMENTS.** You can pay your new balance in full each month, or you may pay minimum monthly payments. If you decide to make minimum payments, you must make a minimum payment of at least 3% of the new balance (rounded to the nearest dollar) or \$10.00, whichever is the greater amount. If the new balance is less than \$10.00, you must pay that full amount.

**PREPAID PAYMENTS.** You can also make a monthly payment that is greater than your minimum payment. If your monthly payment exceeds your minimum payment, the excess amount will be applied to the minimum payment(s) for up to the next two (2) months as long as the amount you paid is equal to or more than the minimum payment due for that/those statement(s). If your

monthly payment exceeds the minimum payment and is enough to pay the minimum payment for the following month or two months, we will show your next monthly minimum payment on your statement as "PREPAID" for a period of up to two (2) consecutive months. For example, if your minimum monthly payment is \$20.00, and you pay \$100.00, then the next monthly statement will show your minimum payment as "PREPAID" and you will not have to make a payment for that month, although you may make a payment if you wish. The next monthly statement will also show your minimum payment as "PREPAID" and you will not have to make a monthly payment although you may if you wish. We will allow you to "prepay" your payments only for two (2) consecutive months, after which time your minimum payment will again be 3% of the new balance, rounded to the nearest dollar. Prepayments will not be considered sufficient if less than the minimum payment due. Interest charges will continue to accrue at the normal rate, regardless of whether a monthly minimum payment is prepaid by you. Your monthly statement will show the amount of your minimum payment or, where applicable, that it is "PREPAID." If your account is over limit or past due, this service is not applicable.

**LATE PAYMENT FEE.** If a payment is not made in full within 10 days after its due date, you agree to pay a late payment fee of the greater of \$6.60 or 5% of the unpaid amount of your payment, not to exceed \$16.50. The amount of this late payment fee may increase pursuant to South Carolina Code Section 37-1-109.

**OVER CREDIT LIMIT FEE.** If you have authorized us to honor transactions that exceed your credit limit or that are made when your account balance is already higher than your credit limit plus the lesser of 10% of the credit limit or \$100.00 (an "over-limit transaction"), we may charge you an over limit fee of \$10.00 for conducting that over-limit transaction. If you have not authorized over-limit transactions or have revoked a prior authorization, we still in our discretion may honor a transaction that you make that would be an over-limit transaction, but we will not charge you these over limit fees when allowing the transaction.

**OTHER FEES AND CHARGES ON YOUR ACCOUNT.** Copies of statements may be requested at a fee of \$5.00 per statement. Copies of sales drafts may also be requested at a minimum charge of \$3.00 and the maximum charge up to the actual cost of retrieval.

**TRAVEL INSURANCE.** You will be automatically covered for \$500,000 travel insurance anytime you use your Platinum account to purchase travel tickets. This common carrier travel insurance is furnished at no cost to you, the cardholder.

**GRACE PERIOD; PAYING INTEREST.** Your due date for payments is at least 25 days after the close of each billing cycle. This means that we will not charge you interest on purchases if you pay your entire balance by the due date each month.

**INTEREST CHARGES AND ANNUAL PERCENTAGE RATE.** We will charge you an interest charge on every purchase or cash advance you make beginning on the date you make the purchase or cash advance, or from the first day of your billing cycle, whichever date is later. We use the average daily balance method (including current transactions) to figure the interest on your account:

1. We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, add any new purchases or advances, and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."
2. We multiply your average daily balance by the Monthly Periodic Rate listed below. The sum of this calculation is the total interest charge for the month.

<u>Card Type</u>	<u>Monthly Periodic Rate</u>	<u>ANNUAL PERCENTAGE RATE</u>
Visa Platinum	*See Below	Prime + 4%
BankMiles Visa Platinum	*See Below	Prime + 6%

\*Visa Platinum and BankMiles Visa Platinum: The **ANNUAL PERCENTAGE RATE** will vary and is based on the Prime Rate or average prime rate (if more than one) as quoted under the "Money Rates" section in the *Wall Street Journal* on the 1st day of each month or the first business banking day following the 1st day of that month plus four percent (4.00%) for Visa Platinum and six percent (6.00%) for BankMiles Visa Platinum. The **ANNUAL PERCENTAGE RATE** and Monthly Periodic Rate is the same for purchases, cash advances, and transfers.

The Monthly Periodic Rate and **ANNUAL PERCENTAGE RATE** are based on the Prime Rate and are subject to increase (or decrease) if the Prime Rate increases (or decreases) and may change every month effective on the first day of the next billing cycle.

To figure the Monthly Periodic Rate, take the Prime Rate in effect, add 4.00% for Visa Platinum, and 6.00% for BankMiles Visa Platinum, and divide by 12. To show how this formula works, on December 1, 2009, the *Wall Street Journal* Prime Rate was 3.25%. You add 4.00% for Visa Platinum and arrive at the **ANNUAL PERCENTAGE RATE** of 7.25%. To figure the Monthly Periodic Rate, divide the 7.25% **ANNUAL PERCENTAGE RATE** by 12 and your Monthly Periodic Rate is 0.60%. For BankMiles VISA Platinum, add 6.00% and arrive at the **ANNUAL PERCENTAGE RATE** of 9.25%. To figure the Monthly Periodic Rate, divide the 9.25% **ANNUAL PERCENTAGE RATE** by 12 and your Monthly Periodic Rate is 0.77%. The rates in this example are estimates.

An increase in the Prime Rate will cause the **ANNUAL PERCENTAGE RATE** to increase and will result in an increase in the amount of minimum monthly payment and cause a smaller amount of the minimum monthly payment to be applied to principal and therefore increase the number of payments required to pay the principal balance in full.

3. If the amount of your monthly payment does not cover all accrued unpaid interest charges, the unpaid interest charges will become part of the unpaid balance on your next bill.
4. No interest charges are imposed on goods and services purchased if the total New Balance as shown on your monthly periodic statement is paid by the due date.

**ANNUAL FEE.** A non-refundable annual fee will be charged to your account per year as follows:

**Visa Platinum.** \$0 per year.

**BankMiles Visa Platinum.** \$0 in first year. Thereafter \$45 per year.

**COLLECTION COSTS.** You agree to pay all court costs and collection costs, including reasonable attorney's fees not to exceed 15% of the unpaid balance of your account if we are forced to take collection action.

**DEFAULT PROVISIONS - ENTIRE BALANCE DUE.** If a payment is not made within ten (10) days of its due date, we may give you notice of your Right to Cure the default within twenty (20) days after the notice is sent. If you fail to cure the default or if you cure the default after the notice is sent but later default within twelve (12) months on a future payment, we may terminate the Agreement and declare the entire balance due and payable without notice or demand. If the prospect of payment or performance is significantly impaired, all amounts outstanding will also be in default. If you miss a payment or break one of your promises under this Agreement or make any false or misleading statements on your application, we can require payment of the entire outstanding balance. Events which may indicate to us that the prospect of payment on this account is impaired are events such as your mental incompetency, adjudication of insanity, bankruptcy filing, collection efforts against you by other creditors or your failure to pay us on other accounts you have with us. If these events, or others occur, and we should reasonably believe you are unable to pay us then the account will be placed in default.

**OFFSET PROVISIONS UPON TERMINATION OF YOUR ACCOUNT.** If you continue to use your account after you have been notified of the termination of your account by us, you agree we have the right to take that amount used after termination from any accounts you may have with First Citizens.

**ILLEGAL USE.** Your account may not be used for any illegal purpose.

**SECURITY INTEREST.** If you have elected to purchase "Optional Credit Life Insurance," you agree to give a Uniform Commercial Code security interest in the proceeds of the insurance to the Bank. If you have other loans from First Citizens, or you take out other loans with First Citizens in the future, collateral (except for deposit funds) securing these loans will also secure your obligation under this Agreement, excluding loans secured by either your primary or secondary residence, nonpossessory non-purchase money security interests in household goods, margin stock, or as otherwise prohibited by law. Visa accounts are otherwise unsecured unless you have signed a separate security Agreement which will give us a Uniform Commercial Code security interest in the personal property described in that Agreement.

**BUSINESS USE OF CARDS.** If we issue ten (10) or more cards for use by employees of a single business or other organization, the business or other organization will be liable for unauthorized use of any such cards.

**FINANCIAL STATEMENTS.** You understand that we may need updated financial information from you, at some time in the future. If we ask, you agree to give us a revised financial statement. If you do not provide us with an updated financial statement within ten (10) days of our request, then you agree that your account may be frozen or terminated, at our discretion.

**ISSUANCE.** The card(s) is our property. If we ask you to return the card(s) to us or our agent, you must do so. You also agree not to use the card(s) after it has expired or after we have asked you to return it. The card(s) will be issued by First Citizens Bank and Trust Company, Inc.

**CHANGE OF TERMS.** We may change the terms of the Agreement at any time upon giving you notice of the change, as required by law. Certain changes in terms, such as certain increases in your **ANNUAL PERCENTAGE RATE**, will not apply to existing balances on your account.

**CANCELLATION.** We have the right to cancel this Agreement at any time at our sole discretion as to future use of the account, subject to applicable law. Should we elect to do so, we may notify you by telephone and or by writing you at the address shown for your account with a reason for the termination. However, if a tax lien or judgment is filed against you or if you file for bankruptcy, we will terminate your account without notice to you.

You may cancel your account by writing us at BankCard Division, P.O. Box 29, Columbia SC 29202. Of course, if your account is cancelled, you are required to pay everything you owe us including any amounts that have not been billed to you at the time of cancellation. You must also return all cards we have given you.

**CHANGE OF ADDRESS.** Should you move, you must give us your new address in writing. Please include the change of address when you make your payment.

**RESPONSIBILITY.** We are not responsible if anyone refuses to extend credit to you on the card(s). No cash refunds will be made to you or accepted by you for returned goods or adjustments for goods or services purchased by you. All adjustments will be made by a credit to your account after the Bank has received a properly prepared credit slip.

**LOSS OR THEFT OF CARD.** Let us know immediately. Call 1-800-241-0912 if the card(s) has been lost or stolen. You agree to give us your complete cooperation in our attempts to recover any losses from unauthorized Card or Check users and shall assist in the prosecution of such persons.

**NOTICE: IMPORTANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS IS COVERED IN "YOUR BILLING RIGHTS" FOLLOWING THIS AGREEMENT. PLEASE READ CAREFULLY AND KEEP WITH THIS AGREEMENT FOR YOUR RECORDS.**

**YOUR BILLING RIGHTS  
KEEP THIS NOTICE 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 Citizens  
Bankcard Division  
P. O. Box 29  
Columbia, SC 29202

In your letter, give us the following information:

- *Account information:* Your name and your 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 at (803) 733-2050, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

### **What Will Happen After We Receive Your Letter**

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

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

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

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

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

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.
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If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all 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 Citizens  
Bankcard Division  
P. O. Box 29  
Columbia, SC 29202

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.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.