

## CARDMEMBER AGREEMENT

### FIRST COMMONWEALTH SECURED CARD

#### Pricing Information

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases and Balance Transfers</b>	<b>16.24% - 19.24%</b> , based on your credit worthiness. These APRs will vary with the market based on the Prime Rate. <sup>a</sup>
<b>APR for Cash Advances</b>	<b>19.24% - 22.24%</b> , based on your credit worthiness. These APRs will vary with the market based on the Prime Rate. <sup>b</sup>
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on balance transfers and cash advances on the transaction date.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than <b>\$0.50</b> .
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a></b>
Fees	
<b>Annual Fee</b>	<b>\$25</b>
<b>Transaction Fees</b>	
<b>Balance Transfer</b>	No balance transfer fee for the first three months the account is open. After that, <b>\$5</b> or <b>3%</b> of the transfer, whichever is greater
<b>Cash Advance</b>	Either <b>\$5</b> or <b>3%</b> of the cash advance, whichever is greater
<b>Foreign Transaction</b>	<b>3%</b> of each transaction in US dollars; <b>\$1</b> minimum
<b>Penalty Fees</b>	
<b>Late Payment</b>	Up to <b>\$25</b>
<b>Return Payment</b>	Up to <b>\$30</b>

<sup>a</sup>We add 8.74% - 11.74% to the Prime Rate to determine the Purchase/Balance Transfer APR. Maximum APR 35.00%.

<sup>b</sup>We add 11.74% - 14.74% to the Prime Rate to determine the Cash Advance APR. Maximum APR 35.00%.

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new purchases).” See this agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in this agreement.

This Cardmember Agreement (Agreement) is your contract with us.

The *Pricing Information* document is part of this Agreement. The Pricing Information shows important information about your Account, such as your annual percentage rates and certain fees. Any amendments to this Agreement also are part of this Agreement.

**This Agreement includes an arbitration provision, including a class action arbitration waiver. Please read all parts of this Agreement, including the arbitration provision, and keep it for your records.**

## DEFINITIONS

**Account** – Your First Commonwealth Bank Mastercard credit card account.

**Annual Percentage Rate (APR)** - A rate, shown as a percentage, used to calculate interest on the balance on your Account.

**Authorized User** - Any person you allow to use your Account with a Card we provided with that person's name.

**Balance Transfer** - Use of a Balance Transfer offer, including use of a check that accesses your Account for any transaction, or the transfer of a balance from another credit account to your Account. We do not permit balance transfers from other accounts or loans with us.

**Billing Period** - The period of time between each date when we create a statement for your Account. A Billing Period is usually 28-33 days. For each Billing Period, your statement will show any Transactions, other charges, payments and other credits posted during that Billing Period.

**Business Day** - Monday through Friday, excluding federal holidays.

**Card** - One or more cards or other devices (including an account number) used to access your Account to obtain credit.

**Card Networks** - Organizations, such as Mastercard, Visa and American Express that facilitate the payment process between a Cardmember, merchants and a card issuer.

**Cash Advance** - Use of your Card to get cash, including foreign currency, or for what we consider a cash-like transaction. Examples include using your Card for: ATM and teller withdrawals, wire transfers, money orders, traveler's checks, lottery tickets, gaming chips and other methods used for gambling, wagers and other betting transactions.

**Consumer Reporting Agency** - An organization, such as Experian, Equifax and TransUnion, that compiles credit information for the purpose of generating consumer credit reports. It's also known as a 'credit bureau' and a 'credit reporting agency.'

**Include and including** - These terms mean 'include [or including] without limitation.'

**Late Payment** - A payment is late if you don't pay at least an amount equal to the Minimum Payment Due by the payment due date.

**New Balance** - The total amount you owe us at the end of each Billing Period. This amount is shown on each statement under the heading "New Balance." We explain how we calculate the New Balance below.

**Overlimit Amount** - The amount by which your Account balance exceeds your credit limit in any Billing Period.

**Purchase** - Use of your Card to buy goods and services. Balance Transfers and Cash Advances are not Purchases.

**Returned Payment** - A payment that isn't honored by your financial institution.

**Transaction** - A Balance Transfer, Cash Advance or Purchase, as applicable.

**We, us, and our** – First Commonwealth Bank

**You and your** - The Cardmember who opened the Account.

You'll find definitions of other terms within this Agreement.

## **YOUR ACCOUNT**

Your Account use is subject to this Agreement. You must pay us for all amounts due on your Account, including:

1. Transactions you make, even if you didn't present your Card or sign for the Transaction;
2. Transactions an Authorized User makes;
3. Transactions that other people make if you or an Authorized User let them use your Account; and
4. Any fees and interest charges on the Account.

**Binding Agreement.** This Agreement takes effect once you use your Card. Even if you don't use your Card, this Agreement will take effect unless you contact us to cancel your Account within 30 days after we sent you this Agreement.

We may add, change, or delete rates, fees, and terms of this Agreement from time to time as permitted by law. We will give you advance written notice of the changes and a right to opt out, to the extent required by law.

**Credit Limit.** We assign a credit limit to your Account. Part of this credit limit may be available for Cash Advances, and there may be a limit on the amount of Cash Advances you can take in a given period. We may authorize Transactions that cause your balance to exceed your credit limit.

**Security Interest in Collateral Account.** This is a secured credit card account. In consideration of the issuance of this secured credit card account, you have authorized First Commonwealth Bank to open a deposit account (the "Collateral Account") in your name. To secure all of your obligations arising under this credit card account, you assign, transfer, pledge, grant a security interest in, and set over to us all rights, title and interest in the Collateral Account and in all renewals, additions and proceeds of the Collateral Account. You agree that this security interest, pledge, and assignment includes and gives us the right to redeem, collect and withdraw any part or the full amount of the Collateral Account upon any default under the secured credit card agreement or in the event your secured credit card account is terminated for any reason. You acknowledge and agree that this security interest, pledge, and assignment means that we have exclusive control over the Collateral Account. You may not grant a security interest, pledge or assign the Collateral Account to secure any other loans. You may not withdraw from the Collateral Account while it secures your credit card if the withdrawal would reduce the available balance to an amount less than the credit limit on your credit card account. This security interest, pledge, and assignment is given as security for any and all amounts you may owe, including but not limited to interest, fees and charges which may accrue under your secured credit card account. You agree that if the secured credit card account is closed for any reason, we may hold the funds in the Collateral Account for up to 60 days and apply those funds to pay off any balance on the credit card account.

## ACCOUNT USE

**Consumer Purposes.** You aren't permitted to use your Account for business purposes. If you do use your Account for business purposes, this Agreement still applies, and you must pay us for those Transactions. You may also have to pay us for any damages and/or expenses resulting from that use. In addition, we may also close your Account.

**Unlawful Transactions.** You aren't permitted to use your Account for unlawful Transactions. If you do use your Account for unlawful Transactions, this Agreement still applies and you must pay us for those Transactions. You also may have to pay the Card Network and/or us for any damages and expenses resulting from that use. In addition, we may close your Account.

**Mobile Phones or Other Devices.** Smart phones, tablets and other electronic devices can store your Card (such as through a mobile wallet). This means they can be used to make Purchases or other Transactions. Any such Transactions are covered by this Agreement. Apps that use your Card to make Transactions may have separate terms of use. We're not responsible if you violate those terms, or for any consequences resulting from any violation.

***Note:** It's important to protect your devices the same way you protect your Card. Anyone who can access your Card using your device also can make charges to your Account using that device.*

## ANNUAL PERCENTAGE RATES & INTEREST CHARGES

The following sections explain how we calculate the interest you owe each Billing Period.

**APRs.** We use APRs to calculate interest charges on your Account. Different APRs may apply to different Transactions. See the listing of your APRs on the **Pricing Information**.

**Variable APRs.** A variable APR is an APR that can change each Billing Period. We calculate each variable APR first by taking the U.S. Prime Rate from *The Wall Street Journal (WSJ)* as published from time to time. (If the WSJ doesn't publish the U.S. Prime Rate, then we'll use another publication). Then we add to the U.S. Prime Rate a certain percentage amount, which we call the **Margin**. You can find the Margin we use for your Account on the first page of this Agreement. The maximum APR for purchases, balance transfers and cash advances is 35.00%.

### How is a variable APR calculated?

If the U.S. Prime Rate published in the WSJ is **6.00%**; and if the Margin is **11.74%**, then add the two together to calculate a variable APR:

$$6.00\% + 11.74\% = 17.74\%$$

Your variable APRs will increase if the U.S. Prime Rate increases and decrease if the U.S. Prime Rate decreases, with changes to your APR taking effect fifteen (15) business days after any change in the published U.S. Prime Rate (the "Change Date"). If a variable APR increases, then your interest charges and Minimum Payment Due may increase.

If the U.S. Prime Rate changes, we'll apply the new variable APR for the entire billing period in which the applicable Change Date occurs. The new APR will apply to existing balances, as well as balances added to your Account after the change.

**Daily Balance.** We calculate interest on your Account each Billing Period first by calculating your daily balances. The following explains how we do that.

**Here's how and when Transactions, fees and credits are applied to the balances on your Account:**

- We add the amount of a Purchase or Balance Transfer to the Purchase balance as of the post date on your statement.
- We add the amount of a Cash Advance to the Cash Advance balance as of the post date on your statement.
- We add a Balance Transfer fee to the Purchase balance as of the post date on your statement. We add a Cash Advance fee to the Cash Advance balance as of the post date on your statement. We'll add any other fees to the balance of our choice. If you're charged interest in a Billing Period, but the amount calculated is less than \$0.50, we'll add additional interest to the balance(s) of our choice so that you'll be charged \$0.50 in interest for that Billing Period.
- We subtract credits and payments as of the post date shown on your statement.
- Each balance may have a different APR. Certain categories of Transactions in a balance may have multiple APRs. For example, you may make a Purchase or Balance Transfer that's subject to a promotional APR. Your balances, and their corresponding APRs, are shown on your statement.

**Note:** The post date shown on your statement will usually be the date of the Transaction, but it may be later.

**Here's how we calculate each of the daily Purchase and Cash Advance balances on your Account:**

- We start with the daily balance from the end of the previous day.
- We add any new Transactions.
- We subtract any credits or payments credited as of that day.
- We make additional adjustments as appropriate, subject to applicable law (as an example, for a disputed charge). This gives us the daily balance for that day.

Daily balance for purchases from the previous day  
+ New purchases  
- Payments, credits and adjustments posted that day  
= **New daily balance for Purchases**

**Interest Calculation.** Each daily balance may have a different APR. Certain categories of Transactions in a daily balance may have multiple APRs. For example, you may make a Purchase or Balance Transfer that's subject to a promotional APR. If a daily balance on your Account is subject to an APR, we'll charge interest on that daily balance. We use the average daily balance method (which includes new Transactions). If interest applies to a balance, it will start applying on the day a charge is added to that balance and continue until that balance is paid in full. We consider a credit balance as a balance of zero when calculating interest on that balance.

- We multiply each daily balance by its applicable daily periodic rates (each applicable APR divided by 365).
- We do this for each day in the Billing Period. This gives us the daily interest amounts.
- Then we total all the daily interest amounts for all the daily balances. This gives us the total interest for the Billing Period.

**Note:** Your balances, and their corresponding APRs, are shown on your statement.

**Calculating the New Balance.** To calculate the New Balance at the end of each Billing Period, we begin with the total Account balance at the start of that Billing Period. Then we add any Transactions that are new to the Account during that Billing Period. Then we subtract any credits applied or payments made during that Billing Period. Then we add any interest charges or fees incurred during that Billing Period and make any other adjustments, as applicable (for example, if you have disputed a charge).

**Grace Period on Purchases.** You won't pay any interest on Purchases if you pay the New Balance, including any Balance Transfers, in full by the payment due date shown on your statement each Billing Period. We call this a **grace period on purchases**. If you don't pay your New Balance, including any Balance Transfers, in full by the payment due date in a Billing Period, you'll pay interest on your Purchases from the date they're posted to your Account.

**There's no grace period on Balance Transfers and Cash Advances.** This means you'll pay interest on Balance Transfers and Cash Advances from the date these Transactions post to your Account.

## FEES & FOREIGN CURRENCY CONVERSION

Fee	Amount	About the Fee
<b>Annual Fee</b>	<b>\$25</b>	The fee is assessed annually.
<b>Late Fee</b>	Up to <b>\$25</b>	We have the right to charge you a late fee if you don't pay at least an amount equal to the Minimum Payment Due by the payment due date.
<b>Return Payment Fee</b>	Up to <b>\$30</b>	We have the right to charge you a Return Payment fee if your bank doesn't honor your payment. If that happens, we'll resubmit the payment request.
<b>Transaction Fee for Balance Transfers</b>	Either <b>\$5</b> or <b>3%</b> of the amount of each transfer, whichever is greater.	We charge you a fee for each Balance Transfer.
<b>Transaction Fee for Cash Advances</b>	Either <b>\$5</b> or <b>3%</b> of the amount of each cash advance, whichever is greater.	We charge you a fee for each Cash Advance.
<b>Transaction Fee for Purchases in Foreign Currency</b>	<b>3%</b> of the amount of the Transaction after conversion to U.S. dollars, with a minimum of <b>\$1</b> .	We may charge you a fee for a Purchase made in a currency other than U.S. dollars, regardless of where the Transaction takes place or who the merchant is.

## FOREIGN CURRENCY CONVERSION

Our Card Network is Mastercard.

**Foreign Currency Conversion – Purchases.** Mastercard converts the amount of a Purchase in a foreign currency into U.S. dollars. Mastercard follows its own procedures for conversion. These procedures include how the Card Network chooses an exchange rate and when to do the conversion. For example, Mastercard currently uses a conversion rate in effect at the time of authorization for eligible transactions requiring currency conversions; provided that, in certain circumstances, transactions are not eligible for use of the rates in effect at the time of authorization, and different conversion rates may be used. The exchange rate that Mastercard uses to convert the Purchase to U.S. dollars may differ from the rate in effect on the date you made the Purchase or on the post date for the Purchase shown on your statement. Mastercard uses a government-mandated rate if required to do so. If not, it uses a wholesale market rate. Mastercard's procedures may change without notice.

If a third party, such as a merchant, converts the amount of a Purchase into U.S. dollars before sending the Purchase to Mastercard, the third party chooses the conversion rate instead of Mastercard.

**Foreign Currency Conversion – Cash Advances.** If you take a Cash Advance in a foreign currency at an ATM or branch of a financial institution, it may not be the Card Network in all instances that converts the Transaction into U.S. Dollars. Instead,

depending on where the Transaction takes place, another third party, such as a financial institution, ATM network or ATM operator, may do the conversion. We do not control this.

The party that converts a Cash Advance to U.S. dollars will choose the exchange rate and when to do the conversion. The exchange rate in effect on the date the Cash Advance is converted to U.S. dollars may differ from the rate in effect on the date you took the Cash Advance or the post date for that Transaction shown on your statement. The exchange rate may also differ from any rate quoted to you when you made the Transaction.

## PAYMENTS

**Minimum Payment Due.** You may pay all or a part of your Account balance at any time. You must pay at least the Minimum Payment Due by the payment due date each Billing Period.

Your "**Minimum Payment Due**" equals:

- 1% of your principal balance plus interest and fees (other than the annual fee) with a minimum of \$25;
- Plus past due amounts;
- Plus the Overlimit balance;
- Plus annual fees

**Note:** Your payment due date is typically the same day of the month every month. You may request a change to your monthly due date.

### How is the Minimum Payment Due calculated?

For example, in a sample Billing Period, an Account with no past due or Overlimit amounts has:

Principal Balance: \$2,500

Interest: \$18.54

1% of the Principal Balance (1.0% x \$2,500: **\$25.00**) + interest (**\$18.54**): **\$43.54**

**Application of Payments.** We decide how to apply your payments, up to the Minimum Payment Due, to the balances on your Account. We may apply the Minimum Payment Due first to interest charges, then to the balance with the lowest APR and then to balances with higher APRs. If you pay more than the Minimum Payment Due, we'll apply the amount over the Minimum Payment Due first to the balance with the highest APR, then to the balance with the next highest APR, and so on, except as otherwise required by applicable law.

**Payment Instructions.** You must follow the instructions below when making a payment. If you do, we'll credit the payment to your Account as of the day we receive it.

1. You must pay in U.S. dollars.
2. You must use a check or electronic debit issued by a bank in the United States.
3. You must not send us a check dated after the date that we receive it.
4. You must not include any restrictive endorsements on the check.
5. You must follow the additional payment instructions shown on your statement.

If you don't pay in U.S. dollars and we accept your payment, we'll select the currency conversion rate, and you must pay our costs. If you don't follow our payment instructions, we may not accept your payment, or there may be a delay in crediting your Account. Either case may result in late fees and additional interest charges to your Account. If you don't follow the instructions in this Agreement or on your statement, we may accept your payment without losing our rights. We may reject a payment if it's more than the outstanding Account balance. We also may close your account.

Payments received after 5:00 p.m. Eastern Time on any day will be credited as of the next business day. Credit to your Account may be delayed up to five days if payment is not received at the Payment Address, is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., is not accompanied by the remittance coupon attached to your statement,

contains more than one payment or remittance coupon, is not received in the remittance envelope provided or includes staples, paper clips, tape, a folded check, or correspondence of any type.

## AUTHORIZED USERS

**Account Use by Authorized Users.** You can ask us to add one or more Authorized Users to your Account. If we approve, use of your Account by an Authorized User is subject to the terms of this Agreement. You must:

- Obtain permission from each Authorized User before naming him or her as an Authorized User on your Account.
- Make a copy of this Agreement available to each Authorized User.
- Pay us for all fees and charges incurred by each Authorized User.
- Notify us to remove an Authorized User from your Account.

If we remove an Authorized User, in some cases we may close your Account, open a new Account, and issue you a new Card.

You are responsible for:

- Any Transactions made by an Authorized User on your Account.
- Any Transaction made by an Authorized User even if the post date shown on your statement for that Transaction occurs after the date you ask us to remove the Authorized User from your Account.
- Any Transactions made by others if an Authorized User allows them to use your Account.
- Fees and charges resulting from any Transactions made by an Authorized User or others if an Authorized User allows them to use your Account.

### What can Authorized Users do?

- Report lost or stolen Cards
- Initiate billing disputes
- Make payments

**Account Information Rights for Authorized Users.** You allow us to discuss your Account with an Authorized User. This includes giving him or her access to your Account information and history. You also agree that an Authorized User may use and receive information about the Account the same way you do. An Authorized User can't add other Authorized Users, adjust the credit limit or close the Account.

**Information about Authorized Users.** You agree to give us certain personal information about each Authorized User. You must let each one know that you'll give us that information and you must have his or her permission to do so. You must have permission from each one to allow us to share information about him or her as allowed by applicable law. This includes information we may get from you, any Authorized User and others. It also includes information about their Transactions on the Account.

## DEFAULT, CLOSING OR SUSPENDING YOUR ACCOUNT

**Default.** We may require immediate payment of your total Account balance, to the extent allowed by law, if any of the following occur:

1. You don't pay at least the Minimum Payment Due by the due date.
2. You have a Returned Payment.
3. You file for bankruptcy or some other insolvency proceeding is filed by or against you.
4. You don't honor the terms of this Agreement.
5. You default under any other card agreement you have with us.
6. You're declared incompetent or mentally incapacitated, or in the event of your death.

**Closing or Suspending Your Account.** We may close or suspend your Account if any of the events listed above occurs, or for any reason, or for no reason. We may do this at any time, without notifying you, as allowed by law. We may cancel your current Card and issue you a substitute Card at any time. You also may close your Account at any time by notifying us by telephone or in writing. If we close or suspend your Account, or if you close your Account, you must pay us all amounts you owe on the Account, even if they post to your Account after it's closed or suspended.

## CREDIT REPORTING

You allow us to get information about you. We get it from Consumer Reporting Agencies and other sources that provide consumer financial information. You allow us to use it for:

- Renewal of your Account;
- Credit line increases or decreases;
- Administration or review of your Account, collection and any other servicing;
- All other credit-related purposes connected with this Agreement;
- Offers for other cards, insurance products and other services; and
- Other uses permitted by law.

We report Account information in your name, as well as information about you to Consumer Reporting Agencies, on a monthly basis. The information we provide may appear on your credit reports. This can include information about:

- Late Payments;
- Returned Payments;
- Overlimit Amounts; and
- Other violations of this Agreement.

If you think we've given incorrect information to a Consumer Reporting Agency about you, contact Customer Service and we'll research it. We'll let you know if we agree or disagree with you. If we agree with you, we'll contact each Consumer Reporting Agency we reported to and request a correction.

**Bankruptcy Notice:** If you file bankruptcy you must send us notice, including your account number and all information related to the proceeding to the following address: First Commonwealth, Attn: Special Assets, P.O. Box 400, Indiana, PA 15701.

## ACCOUNT INFORMATION, INFORMATION- SHARING AND COMMUNICATIONS

**Changes to Account Information.** You provided certain personal information to us when you opened your Account. You agree to notify us if this information changes. If you don't, or if we ask you to verify your Account information and you cannot, we may suspend or close your Account.

**Information- Sharing.** You agree to let us share information about you and your Account as allowed by law. This includes information we get from you and others. Our privacy notice, which is enclosed with your new Account materials, describes reasons First Commonwealth Bank can share its customers' personal information.

## COMMUNICATIONS

**Contacting You.** You agree that we (and/or our service providers or anyone we authorize) may contact you at any phone number, email address, or mailing address you provide or we obtain in other ways. This includes communications to mobile, cellular/wireless, or similar devices. We may contact you by live operator, auto-dialer, recorded or artificial voice, text, or email.

You agree to pay any charges from your plan provider for communications we send to you, as well as communications you send to us.

**Call Monitoring.** We may monitor and record any calls between you and us.

**Notices.** We send any notices to your billing address or, if you've agreed, by email to the address you gave us. We consider a notice sent as soon as we mail it. We consider an electronic notice sent as soon as we email it, unless we receive notification that the email was undeliverable.

## TRANSACTIONS

**Merchant Refunds.** A merchant refund to your Account will post to your Account as a credit. We don't control when a merchant sends an Account credit. We'll choose how to apply the credit to your existing Account balances. If a credit creates a credit balance on your Account, we'll mail you a check for the amount of the credit balance.

**Note: Merchant Surcharges.** Some merchants, including merchants outside of the U.S., may charge you a fee to use your Card for a Purchase. The fee will be either a percentage of the amount of your Purchase, or a flat fee, and will be added to the amount of your Purchase. Usually, a merchant will tell you about this fee before you use your Card, but not always. We don't control these fees, and can't prevent them.

**Recurring Authorized Transactions.** If you authorize a merchant or any other person to charge your Account for recurring Transactions, you must notify the merchant or any other person if:

- You want to discontinue these Transactions;
- Your Account is closed;
- Your Account number changes;
- Your Card expiration date changes.

You're responsible for reinstating any recurring authorized Transactions.

**Refusal of the Card.** We don't guarantee approval of Transactions. We are not liable for those that aren't approved, even if you have enough available credit on your Account. If we detect unusual or suspicious activity, we may suspend your credit privileges. We also may limit the number of Transactions approved in a single day.

**Freeze It.** When you freeze your account, First Commonwealth will not authorize new purchases, cash advances or balance transfers. However, some activity will continue, including bills that merchants mark as recurring, as well as returns, credits, dispute adjustments, payments, other account fees, interests, rewards credited and certain other exempted transactions.

## ARBITRATION PROVISION

**Unless you have exercised or exercise your right to reject arbitration as described under "Rules for rejecting this arbitration provision" below, the following Arbitration Provision will apply:**

**This section provides that disputes may be resolved by binding arbitration. Arbitration replaces the right to go to court, have a jury trial or initiate or participate in a class action. In arbitration, disputes are resolved by an arbitrator, not a judge or jury. Arbitration procedures are simpler and more limited than in court. This arbitration provision is governed by the Federal Arbitration Act (FAA) and will be interpreted in the broadest way the law will allow.**

### Covered claims

- **You or we may arbitrate** any claim, dispute or controversy between you and us arising out of or related to your Account, a previous related Account or our relationship (called "Claims").
- **If arbitration is chosen by any party, neither you nor we will have the right to litigate that Claim in court or have a jury trial on that Claim.**

Except as stated below, all Claims are subject to arbitration, no matter what legal theory they're based on or what remedy (damages, or injunctive or declaratory relief) they seek, including Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; Claims made regarding past, present, or future conduct; and Claims made independently or with other claims. This also includes Claims made by or against anyone connected with us or you or claiming through us or you, or by someone making a claim through us or you, such as a co-applicant, authorized user, employee, agent, representative or an affiliated/parent/subsidiary company.

### Arbitration limits

- Individual Claims filed in a small claims court are not subject to arbitration, as long as the matter stays in small claims court.

- We won't initiate arbitration to collect a debt from you unless you choose to arbitrate or assert a Claim against us. If you assert a Claim against us, we can choose to arbitrate, including actions to collect a debt from you. You may arbitrate on an individual basis Claims brought against you, including Claims to collect a debt.
- Claims brought as part of a class action, private attorney general or other representative action can be arbitrated only on an individual basis. The arbitrator has no authority to arbitrate any claim on a class or representative basis and may award relief only on an individual basis. If arbitration is chosen by any party, neither you nor we may pursue a Claim as part of a class action or other representative action. Claims of 2 or more persons may not be combined in the same arbitration. However, applicants, co-applicants, Authorized Users on a single Account and/or related Accounts, or corporate affiliates are here considered as one person.

#### **How arbitration works**

- Arbitration will be conducted by the American Arbitration Association ("AAA") according to this arbitration provision and the applicable AAA commercial arbitration rules in effect when the claim is filed ("AAA Rules"), except where those rules conflict with this arbitration provision. You can obtain copies of the AAA Rules at the AAA's website ([www.adr.org](http://www.adr.org)) or by calling 800-778-7879. You or we may choose to have a hearing, appear at any hearing by phone or other electronic means, and/or be represented by counsel. Any in-person hearing will be held in the same city as the U.S District Court closest to your billing address.
- Arbitration may be requested any time, even where there is a pending lawsuit, unless a trial has begun or a final judgment entered. Neither you nor we waive the right to arbitrate by filing or serving a complaint, answer, counterclaim, motion, or discovery in a court lawsuit. To choose arbitration, a party may file a motion to compel arbitration in a pending matter and/or commence arbitration by submitting the required AAA forms and requisite filing fees to the AAA.
- The arbitration will be conducted by a single arbitrator in accord with this arbitration provision and the AAA Rules, which may limit discovery. The arbitrator will not apply any federal or state rules of civil procedure for discovery, but the arbitrator will honor claims of privilege recognized at law and will take reasonable steps to protect account information and other confidential information of either party if requested to do so. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statute of limitations, and may award damages or other relief under applicable law.
- The arbitrator will make any award in writing and, if requested by you or us, may provide a brief statement of the reasons for the award. An arbitration award will decide the rights and obligations only of the parties named in the arbitration and will not have any bearing on any other person or dispute.

#### **Paying for arbitration fees**

- We will pay your share of the arbitration fee for an arbitration of Claims of \$75,000 or less if they are unrelated to debt collection. Otherwise, arbitration fees will be allocated according to the applicable AAA Rules. If we prevail, we may not recover our arbitration fees, unless the arbitrator decides your Claim was frivolous. Except as provided below under "Special Payment," all parties are responsible for their own attorney's fees, witness fees and expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us based on applicable law.

#### **The final award**

Any award by an arbitrator is final unless a party appeals it in writing to the AAA within 30 days of notice of the award. The arbitration appeal will be determined by a panel of 3 arbitrators. The panel will consider all facts and legal issues anew based on the same evidence presented in the prior arbitration, and will make decisions based on a majority vote. Arbitration fees for the arbitration appeal will be allocated according to the AAA Rules. An award by a panel on appeal is final. A final award is subject to judicial review as provided by applicable law.

**Special Payment:** If (i) you submit a Claim on your own behalf; (ii) we refuse to provide you with the relief you request; and (iii) an arbitrator subsequently determines that you were entitled to such relief (or greater relief), the arbitrator will award you at least \$7,500 in addition to the attorney, witness and expert fees and costs to which you are entitled.

### **Survival and Severability of Terms**

This arbitration provision will survive changes in this Agreement and termination of the account or the relationship between you and us, including the bankruptcy of any party and any sale of your account, or amounts owed on your account, to another person or entity. If any part of this arbitration provision is deemed invalid or unenforceable, the entire arbitration provision will not remain in force. This arbitration provision may not be amended, severed or waived, except as provided in this Agreement or in a written agreement between you and us.

### **Rules for rejecting this arbitration provision**

You may reject this arbitration provision by sending a written rejection notice to us at First Commonwealth Bank, Attn: Card Services, P.O. Box 400, Indiana, PA 15701. Your rejection notice must be mailed within 30 days of Account opening. Your rejection notice must state that you reject the arbitration provision and include your name, address, Account number and personal signature. No one else may sign the rejection notice. Your rejection notice will not apply to the arbitration provision(s) governing any other account(s) that you have or had with us. Rejection of this arbitration provision won't affect your other rights or responsibilities under this Agreement, including use of the Account.

## **AGREEMENT & BENEFIT CHANGES**

**Changes to this agreement.** We may change this Agreement for any reason and at any time, subject to applicable law. This means that we can change rates and fees that apply to your Account. It also means we can add, replace or remove provisions of this Agreement. If required by applicable law, we'll give you notice of the changes. If you have the right to reject a change, we'll notify you and tell you how to reject. If we notify you of a change, we may do so on your statement or send you a separate written notice, either of which may be sent electronically if permitted by applicable law.

**Changing Benefits.** Any benefit, reward, service or feature offered may change or be discontinued at any time for any reason. Separate terms and conditions will describe any exceptions.

## **MISCELLANEOUS**

**Assignment.** We may assign any and all of our rights and obligations under the Agreement to a third party. You may not sell, assign or transfer your Account or any of your obligations under this Agreement.

**Governing Law.** Federal law governs the terms and enforcement of this Agreement.

**Enforcing this Agreement.** We won't lose our rights under this agreement because we delay in enforcing them or fail to enforce them. If any provision of this Agreement is found to be unenforceable, all other provisions of the Agreement will remain in effect.

**Collection Costs.** To the extent allowed by law, you are liable to us for our legal costs if we refer collection of your Account to a lawyer who isn't our salaried employee. These costs may include reasonable attorney's fees, as well as costs and expenses of any legal action.

**Unforeseen Circumstances.** From time to time, our services might be unavailable due to circumstances beyond our control (such as fires, floods, natural disasters, system failures or other unpredictable events). When this happens, you might not be able to use your Card or obtain information about your Account. We're not responsible or liable if this happens.

**Lost or Stolen Cards, Account Numbers or Account Checks.** You must try to prevent the unauthorized use of your Account and any Card, including your Account Number. You must call us if any Card is lost or stolen. Also, you must call us if you think someone has used or may use these items without permission.

**Headings.** The headings in this Agreement are included as a matter of convenience and don't define, limit or enlarge the scope of this Agreement or any of its provisions.

**Record Retention.** In our relationship with you, we may retain an electronic version of your loan records and electronic versions of your signature(s) created and accepted by you on electronic signature devices.

**Servicemember and Dependent Disclosures.** 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).

Your payment obligation for your credit card account is as follows:

You must pay at least the Minimum Payment Due by the payment due date each monthly Billing Period.

Your "**Minimum Payment Due**" equals:

- 1% of your principal balance plus interest and fees (other than the annual fee) with a minimum of \$25;
- Plus past due amounts;
- Plus the Overlimit balance;
- Plus annual fees

For additional information on your payment obligation, please refer to the "Payments" section of this Cardmember Agreement.

**To receive your Servicemember and Dependent Disclosures orally, please call 1-844-711-BANK (2265).**

## OUR 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 Commonwealth Bank, Attn: Card Services, P.O. Box 400, Indiana, PA 15701. You may also contact us by emailing [engage@fcbanking.com](mailto:engage@fcbanking.com).

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 or electronically*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

### What Will Happen After We Receive Your Letter

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

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.

2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct

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

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

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

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

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

If we do not follow all 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 Commonwealth Bank, Attn: Card Services, P.O. Box 400, Indiana, PA 15701, or electronically at [engage@fcbanking.com](mailto:engage@fcbanking.com).

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 Commonwealth Bank  
Member FDIC