Indigo® Platinum Mastercard® Account
Celtic Bank

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	**24.9%**
APR for Cash Advances	**29.9%**
Penalty APR and When It Applies	**29.9%** This APR may be applied to your account if you: 1. Make a late payment. **How Long Will the Penalty Rate Apply?** If your APR is increased for the above reason, the Penalty APR may apply to your account indefinitely.
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than $.50.
For Credit Card Tips from the Consumer Financial Protection Bureau	**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 http://www.consumerfinance.gov/learnmore.**

Fees	
Set Up and Maintenance Fees	NOTICE: Some of these set up and maintenance fees will be assessed before you begin using your card and will reduce the amount of credit you initially have available. Based on your initial credit limit of $300, your initial available credit will be only about $241. You may still reject this plan, provided that you have not yet used the account or paid a fee after receiving a billing statement. If you do reject this plan, you are not responsible for any fees or charges.
• Annual Fee	**$59** the first year; **$59** thereafter
Transaction Fees	
• Cash Advance Fee	**$0** during the first year; after the first year, either **$5** or **5%** of the amount of each transaction, whichever is greater (not to exceed $100)
• Foreign Transaction Fee	**1%** of each transaction
Penalty Fees	
• Late Payment Fee	Up to **$40**
• Overlimit Fee	Up to **$40**
• Returned Payment Fee	Up to **$40**

How We Calculate Your Balance: We use a method called "average daily balance (including new purchases)". See your Cardholder Agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your Cardholder Agreement.

F03-Y367-5

JOB SPECS:
Flat Size: **8.25" x 11"**
Finished Size: **8.25" x 3.75"**
Colors:
Front: **Black**
Back: **None**
Bleed: **No**
Note: None

Indigo® Platinum Mastercard® Cardholder Agreement

JOB SPECS:
Flat Size: **8" x 22.5"**
Finished Size: **8" x 3.75"**
Colors:
Front: **Black**
Back: **Black**
Bleed: **No**
Note: None

Dear Cardholder:

This Agreement, as defined below, is your contract for your Account and:

- **Covers the terms that govern the use of your Account;**
- **Outlines both your responsibilities and ours;**
- **Includes certain disclosures required by the Federal Truth in Lending Act;**
- **Includes certain disclosures required by the Federal Military Lending Act;**
- **Includes an Arbitration of Disputes Provision that will substantially affect your rights unless you reject it; and**
- **Contains important information about your Account.**

We encourage you to read the Agreement and keep it for your records. Please feel free to call us with any questions you may have. We look forward to serving you.

CARDHOLDER AGREEMENT

This Agreement contains the terms that govern the use of your Indigo Platinum Mastercard Account and outlines both your responsibilities and ours. Please read it in its entirety and keep it for your reference. In addition, any written application, acceptance certificate or other request you signed or otherwise submitted for this Account (the "Application"), your Card and the Card Carrier that we send with your Card, and your signature (including any electronic or digital signature) on any Application, sales slip or other evidence of indebtedness on your Account, are hereby incorporated into and made a part of this Agreement. This Agreement begins on the earlier of (i) the date you sign or otherwise submit an Application that is approved by us, or (ii) the first date that we extend credit to you on your Account, as evidenced by a signed sales slip or memorandum, a Cash Advance transaction, or otherwise.

Definitions

To simplify this Agreement for you, the definitions listed below will apply throughout, both in this Agreement and in your monthly Statements. In addition, the words *you*, *your*, and *yours* refer to the Cardholder(s) who holds the Card and is responsible for the Account, each of whom is individually and jointly obligated under this Agreement. The words *we*, *us*, and *our* refer to Celtic Bank.

Account: The credit card account for which you were issued a Card imprinted with your Account number and that is subject to all of the terms and conditions of this Agreement.

ATM: Automated Teller Machine.

Billing Cycle: The time interval covered by a monthly Statement. Each Billing Cycle is approximately 30 days in length; however, the specific period of time is described on each monthly Statement. Your Account will have a Billing Cycle even if a Statement is not required.

Card: Any Indigo Platinum Mastercard issued by us that you may use to obtain a Cash Advance, make Purchases, or lease goods or services on credit. Use of your Account number to obtain credit will be considered a use of the Card.

Card Carrier: The carrier that contains your Card.

Cardholder: The person to whom a Card is issued, or who has agreed to pay obligations arising from a Card issued to another person.

Cash Advance: Credit extended to you in the form of a cash loan through any financial institution honoring the Card either presented directly or through any other credit instrument, check, device, overdraft coverage plan or ATM that we make available to you or that you use. All cash equivalent transactions will be treated as Cash Advances and will be billed to the Cash Advance segment of your Account. Transactions that we view as "cash equivalent transactions" include without limitation using your Card to purchase wire transfer money orders, bets, lottery tickets, casino gaming chips, and other similar products and services.

Closing Date: The date of the last day of a Billing Cycle.

Credit Limit: The maximum amount of credit available to you on your Account. Your Credit Limit will be disclosed on your Card Carrier and your monthly Statements.

Purchase: Any extension of credit to your Account for the purpose of purchasing or leasing goods or services from participating establishments.

Statement: A monthly document we provide to you showing Account information including, among other things, Purchase and Cash Advance transactions, credits and debits, payments, fees, and interest charges made to your Account during a Billing Cycle.

Purchases and Cash Advances

You may use your Card to purchase or lease goods or services from participating establishments. You may also use your Card to obtain Cash Advances from your Account at an ATM, or by presenting it to any institution that accepts the Card for that purpose. There are dollar limitations on individual Cash Advance transactions, and we may set a Cash Advance Limit for your Account. Please contact us for information about the Cash Advance limitations that apply to your Account. In addition, we may limit your Account to only one Cash Advance transaction per day.

You promise to pay us and are liable for all amounts resulting from the authorized use of your Card or Account, plus any applicable interest charges and other applicable charges or fees, payable in U.S. dollars. This includes amounts where you did not sign a purchase slip or other documents for the transaction. If you use your Account number without presenting your actual Card, such as for mail, telephone, or internet purchases, this will be treated the same way as if you presented your Card. Your promise to pay us will apply to your estate if you die.

We may limit and restrict the use of the Account/Card at our discretion. Such limitations and restrictions include, but are not limited to, gambling transactions, which include, but are not limited to, internet-related lottery tickets, casino gambling chips, off-track betting and wagers at racetracks. You remain responsible for use of your Account/Card in any such transactions.

The Card may only be used for valid and lawful purposes. If you use, or you authorize someone else to use, the Card or Account for an unlawful or impermissible purpose, you will be responsible for such use and may be required to reimburse us or Mastercard for any amounts or expenses we or they incur as a result of such use.

The Card is and remains our property, and you will surrender it to us at any time upon request.

Your Credit Limit

You may not use your Account in any way that would cause you to go over your Credit Limit. We may refuse to authorize or accept any transaction on your Account that would cause you to exceed your Credit Limit, even if you have authorized us to charge you an Overlimit Fee for doing so. We may temporarily agree to allow you to exceed your Credit Limit; however, in that case you must repay the excess amount according to the terms of this Agreement. Any transactions honored in excess of your Credit Limit will not result in an increase of your Credit Limit. We may at any time and without prior notice to you increase or decrease your Credit Limit, limit the Credit Limit for Cash Advances or take away your ability to obtain Cash Advances.

MAKING PAYMENTS

Monthly Statements

We will send a Statement at the end of each monthly Billing Cycle if there is a debit or credit balance on your account of $1 or more, a balance on which an interest charge has been imposed, or as otherwise required by applicable law. You agree to pay us, or any party to whom we may transfer and assign your Account or the amounts owing under your Account, in U.S. dollars according to all terms and conditions of this Agreement. Payments made by a check, money order or other negotiable instrument must be in a form acceptable to us and drawn on a U.S. financial institution.

Monthly Minimum Payment

The Monthly Minimum Payment is 7% of your New Balance or $40, whichever is greater. If you elect not to pay your New Balance in full, you must pay at least the Monthly Minimum Payment by the Payment Due Date shown on your Statement, which is at least 25 days after the Closing Date of the Billing Cycle. Your Monthly Minimum Payment also will include any past due amount or any amount by which the New Balance exceeds your Credit Limit, whichever is greater. If your New Balance is less than or equal to your Monthly Minimum Payment, then your Monthly Minimum Payment will be equal to your New Balance.

Payments should be mailed with the payment coupon and in the envelope provided and following the other instructions on the Statement to Genesis FS Card Services, P.O. Box 23039, Columbus, GA 31902-3039. Any payment received in that form and at that address on or before 5:00 P.M., Eastern Time, on a normal banking day will be credited to your Account that day. If your payment is received in that form and at that address after 5:00 P.M., Eastern Time, on a normal banking day, or any time on a non-banking day, we will credit it to your Account the next banking day. However, if your Payment Due Date occurs on a non-banking day, any payment received the next day which conforms to the above requirements will not be treated as late. Please allow at least seven (7) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them.

If we accept a payment at a place other than the address in the immediately preceding paragraph, we may delay the crediting of the payment for up to five (5) days. This may cause you to incur Late Payment Fees and additional interest charges, and may result in your Account being declared in default.

We do not accept cash payments through the mail. You may not make payments with funds from your Account or any other credit account issued by us.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution.

At any time, you may pay part or all of the full amount you owe without incurring any additional charge for prepayment. The amount of any payment that exceeds your total New Balance will be applied as a credit to your Account, and any remaining credit balance will be refunded as required by law.

Credit availability may be delayed at our sole discretion to ensure payment in good funds. Your available credit on your Credit Limit may not reflect your payments for up to 14 days.

Application of Payments

For each Billing Cycle, payments up to the amount of your Monthly Minimum Payment will be allocated in any way we determine, including to balances with lower Annual Percentage Rates before balances with higher Annual Percentage Rates. We will generally apply payments up to the amount of your Monthly Minimum Payment in a manner most favorable or convenient for us.

For each Billing Cycle, to the extent your payments exceed your Monthly Minimum Payment, we will apply these excess amounts in the order required by applicable law.

HOW INTEREST CHARGES ARE DETERMINED

Your interest charge for any Billing Cycle will include the following components, the total of which constitutes your total interest charge for the Billing Cycle:

1. A Cash Advance Transaction Fee interest charge imposed on each Cash Advance transaction posted during a Billing Cycle, in an amount equal to the greater of $5 or 5% of the amount of each Cash Advance. Any unpaid Cash Advance Transaction Fee interest charges will be added to the calculation of your Average Daily Balance of Cash Advances. We will not charge any Cash Advance Transaction Fees, however, during the one-year period beginning on the date you open your Account.
2. Periodic interest charge computed by applying the applicable Monthly Periodic Rate or Rates, determined as provided below under **Computing the Purchase and Cash Advance Balance Monthly Periodic Rates and Corresponding Annual Percentage Rates (APR)** to:
   a. your Average Daily Balance of Cash Advances (including new Cash Advances); and
   b. your Average Daily Balance of Purchases (including new Purchases).

   However, if the total of the amounts so computed is an amount less than $.50, then a minimum interest charge of $.50 will be imposed instead of such smaller amounts and will be treated as an interest charge on Purchases.
3. A Foreign Currency Conversion Fee interest charge in an amount equal to 1% of the converted U.S. dollar amount of each transaction, including Cash Advances and Purchases, that is effected in any currency other than U.S. dollars.

When Interest Charges Begin to Accrue

Interest charges on Purchases will be imposed at the applicable Monthly Periodic Rate from the date each Purchase is made, and will continue to accrue on unpaid balances as long as they remain unpaid. However, we do not assess interest charges in the following circumstances:

1. If you paid the New Balance at the beginning of your previous Billing Cycle by the Payment Due Date during the previous Billing Cycle, or if that New Balance was $0 or a credit balance, then:
   a. if you pay the New Balance on your current Statement in full by the Payment Due Date in your current Billing Cycle, we will not assess interest charges on Purchases during your current Billing Cycle; and
   b. if you make a payment that is less than the New Balance by the Payment Due Date in your current Billing Cycle, we will credit that payment as of the first day in your current Billing Cycle.
2. If you had a New Balance at the beginning of your previous Billing Cycle and you did not pay that New Balance by the Payment Due Date during that previous Billing Cycle, then we will not assess interest charges on any Purchases during the current Billing Cycle if you pay the New Balance at the beginning of your current Billing Cycle by the Payment Due Date in your current Billing Cycle.

Periodic interest charges on Cash Advances will be imposed at the applicable Monthly Periodic Rate from the date each Cash Advance is made and will continue to accrue on unpaid balances as long as they remain unpaid. There is no grace period on Cash Advances and there is no period within which to pay to avoid interest charges on Cash Advances.

Calculating the Purchase and Cash Advance Balance Subject to Interest Charges

Average Daily Balance of Purchases (including new Purchases): To get the Average Daily Balance of Purchases, we take the beginning Purchase balance of your Account each day, including unpaid interest charges on Purchases and Foreign Currency Conversion Fee interest charges on Purchases, add any new Purchases as of the date of transaction, and subtract the applicable portion of any payments and credits as of the transaction date. On the first day of a Billing Cycle, we also add any unpaid Late Payment Fees, and Overlimit Fees. We add all other unpaid fees (including Annual Fees, Returned Payment Fees, and Foreign Currency Conversion Fees) to the Purchase balance on the on the day the fees are posted to your Account. This gives us the daily balance for Purchases. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Purchases.

Average Daily Balance of Cash Advances (including new Cash Advances): To get the Average Daily Balance of Cash Advances, we take the beginning Cash Advance balance of your Account each day, including unpaid interest charges on Cash Advances and Foreign Currency Conversion Fee interest charges on Cash Advances, add any new Cash Advances as of the date of transaction, add the Cash Advance Transaction Fee interest charge on any Cash Advances as of the transaction date of each Cash Advance, and subtract the applicable portion of any payments and credits as of the transaction date. This gives us the daily balance for Cash Advances. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Cash Advances.

Computing the Purchase and Cash Advance Balance Monthly Periodic Rates and Corresponding Annual Percentage Rates (APR)

Monthly Periodic Rates: The Monthly Periodic Rate is calculated by dividing the APR by 12. The standard Purchase APR is 24.9% and the standard Monthly Periodic Rate for Purchases is 2.075%. The standard Purchase APR and Monthly Periodic Rate will apply to Purchases unless the penalty APR and Monthly Periodic Rate apply, as described in the next paragraph.

The APR and Monthly Periodic Rate for Purchases will increase if we do not receive any Monthly Minimum Payment within 60 days of the date and time due. In such circumstance, the penalty APR and Monthly Periodic Rate will apply to your Purchases, including new Purchases and existing Purchase balances. The penalty Purchase APR is 29.9% and the penalty Monthly Periodic Rate for Purchases is 2.4916%. If we receive six consecutive Monthly Minimum Payments when due after the increase to the penalty APR, then, starting with the next Billing Cycle, the penalty APR will no longer apply and the standard APR will apply to all Purchases. Otherwise, the penalty rate may continue to apply to your Account indefinitely.

The Cash Advance APR is 29.9% and the Monthly Periodic Rate for Cash Advances is 2.4916%.

OTHER FEES

In addition to interest charges, a variety of fees may be applied to your Account, as set forth below.

Annual Fee

We will charge an initial Annual Fee of $59 to your Account on or about the date your Account is opened and then a renewal Annual Fee of $59 on or about each anniversary of that date. The initial Annual Fee is nonrefundable; the renewal Annual Fee is also nonrefundable unless you notify us to cancel your Account within 30 days from the mailing date of the billing Statement or other communication containing the renewal Annual Fee notice.

Late Payment Fee

If we do not receive your Monthly Minimum Payment by the Closing Date of the Billing Cycle in which the Payment Due Date occurs and the amount past due on your Account is more than $9.99, we will charge a Late Payment Fee to your Account. The Late Payment Fee is $29 if you were not charged a Late Payment Fee during any of the prior six Billing Cycles. Otherwise, the Late Payment Fee is $40. The Late Payment Fee will never exceed the amount of your most recently required Monthly Minimum Payment.

Minimum Interest Charge Fee

If the periodic interest charge amounts computed in the **How Interest Charges Are Determined** section are an amount less than $.50, then a Minimum Interest Charge Fee of $.50 will be charged instead of such smaller amounts and will be treated as a fee on your billing statement and added to your Purchases at our discretion.

Returned Payment Fee

If any payment on your Account is returned to us unpaid for any reason, we will charge a Returned Payment Fee to your Account. The Returned Payment Fee is $29 if you were not charged a Returned Payment Fee during any of the prior six Billing Cycles. Otherwise, the Returned Payment Fee is $40. The Returned Payment Fee will never exceed the amount of your most recently required Monthly Minimum Payment.

Overlimit Fee

If you elected to have overlimit coverage, we may charge an Overlimit Fee when a transaction causes you to go over or remain over your Credit Limit during any Billing Cycle. We may also charge you two additional Overlimit Fees if your New Balance remains over your Credit Limit as of the Payment Due Date in future Billing Cycles. We will only charge you one Overlimit Fee per Billing Cycle, even if you go over your Credit Limit multiple times in the same Billing Cycle. The Overlimit Fee is $29 if you were not charged an Overlimit Fee during any of the prior six Billing Cycles. Otherwise, the Overlimit Fee is $40. The Overlimit Fee will never exceed the maximum amount you are over your Credit Limit during the Billing Cycle.

Documentation Fee

You may request a copy of a Statement previously sent to you for a Documentation Fee of $3 per Statement, which will be applied to your Account. Copies of sales tickets or other items posted to your Account may be obtained for a Documentation Fee of $10 per sales ticket or other item, which will be applied to your Account. Notwithstanding the foregoing, we will not impose any fee in connection with a good faith assertion of a billing error or other exercise of your Billing Rights (see below under "Your Billing Rights - Keep This Notice for Future Use").

MILITARY LENDING ACT

The Military Lending Act provides protections for Covered Borrowers. The provisions of this section apply to Covered Borrowers. If you would like more information about whether you are a Covered Borrower, you may contact us at 1-866-875-5929.

Statement of MAPR

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%. This rate must include, as applicable to the credit transaction or account: (1) the costs associated with credit insurance premiums; (2) fees for ancillary products sold in connection with the credit transaction; (3) any application fee charged (other than certain application fees for specified credit transactions or accounts); and (4) any participation fee charged (other than certain participation fees for a credit card account).

Oral Disclosures

In order to hear important disclosures and payment information about this Agreement, you may call 1-866-875-5929.

Applicability of Arbitration of Disputes Provision

The Arbitration of Disputes Provision set forth in this Agreement does not apply to Covered Borrowers.

LOST CARDS AND UNAUTHORIZED USE

You will take reasonable steps to prevent the unauthorized use of your Card and Account. If your Card is lost or stolen or if someone else might be using it without your permission, you must tell us at once. You may tell us by calling the telephone number on the back of your Card or on your Statement or by writing us at the address on your Statement. You will not be responsible for the charges made to your Account that are found by us to be unauthorized. If we reimburse your Account for unauthorized charges made using your Card or Account, you will help us investigate, pursue, and get reimbursement from the wrongdoer. Your help includes giving us documents that we ask for and are acceptable to us.

. . . CONTINUED ON REVERSE

COMMUNICATIONS

Telephone Monitoring and Recording; Communications
You consent and agree that, except as restricted by applicable law, we may monitor and/or record telephone calls regarding your Account, suppress caller identification services, use prerecorded messages, and use an automated telephone dialing and announcing system. You expressly consent that we and our agents, any servicer, or any subsequent owner of your Account may (i) contact you at any cellular telephone number that you provided as part of your application, at any number that you later provide (including, without limitation, after your Account is in a default status), or at any other number that is identified as related to you, including by text message, and (ii) use automated telephone dialing systems to initiate such contacts and/or leave recorded messages.

If you provide us at any time with an email contact for your Account, you agree we may use that email address to contact you about your Account and may send you information about products and services related to your Account.

We or our representatives may contact you from time to time regarding the Account, or to ask for additional information about you or your experience with us. You agree that such contacts are not unsolicited and may include contacts at your home or place of employment, during weekdays, weekends or holidays, on your mobile telephone, voicemail or answering machine, or by email, fax, recorded message, text message or personal visit.

How to Revoke Consent for Future Communications: If you want to revoke your consent to future communications as described in the previous paragraph, you must send us a written notice that includes: (i) your name, mailing address, and Account number(s); (ii) the specific telephone number(s), email address(es) and/or mailing address(es) at which you no longer wish us to contact you, and (iii) the types of communications (telephone, text, email, and/or mail) for which you are revoking consent. You must send this written notice to: Genesis FS Card Services, PO Box 4477, Beaverton, OR 97076. You understand and agree that it may take up to three business days after receipt of your written notice to process your request, and that you consent to continued communications during this period of time.

OUR RIGHTS AND HOW THEY AFFECT YOU

Merchant Refunds
If a merchant agrees to give you a refund for goods or services purchased with your Card or Account, you will accept a credit on your Account instead of a cash refund. We do not control when a merchant sends us your refund and we will have reasonable amount of time after we receive your refund to process it.

No Waiver of Rights; Disputed Amounts
We can accept late or partial payments without losing any of our rights under this Agreement. You agree not to send us partial payments marked "paid in full," "without recourse," or similar language. If you send such a payment, we may accept it without losing any of our rights under this Agreement. All written communications concerning disputed amounts, including any check or other payment instrument that indicated that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount, must be mailed or delivered to Genesis FS Card Services, P.O. Box 4499, Beaverton, Oregon 97076.

Credit Reports and Information
You authorize us to make or have made any credit, employment, or other investigative inquiries we deem appropriate to extend you credit or collect amounts owed to us on your Account. We (including any assignee of the Account or amounts owing under the Account) may also obtain information about you from credit reporting agencies or others at any time and use it for the purposes of monitoring your credit performance, managing your Account and considering you for new offers and programs.

Notice of Inaccurate Information
If you believe that we have information about you that is inaccurate or that we have reported or may report to a credit reporting agency information about you that is inaccurate, please notify us of the specific information that you believe is inaccurate by writing to us at Genesis FS Card Services, P.O. Box 4499, Beaverton, OR 97076.

Default and Collection
Unless prohibited by applicable law, your Account is considered to be in default if (1) you fail to make the required Monthly Minimum Payment on or before the Payment Due Date, including if your payment is returned or cannot be processed and you do not correct that failure within 31 days, (2) you try to exceed or do exceed your Credit Limit without permission and do not bring your Account back under your Credit Limit within 31 days, (3) you become subject to bankruptcy or insolvency proceedings, (4) you become subject to attachment or garnishment proceedings, (5) you give us any false information or signature, (6) you die, or (7) you fail to comply with any portion of this Agreement. Our accepting a late or partial payment does not waive default. Default on this Account will constitute default on all accounts you hold with us. Subject to any notice of default and right to cure or other restrictions of applicable law, if you are in default, we may declare the entire balance due immediately. You agree to pay our reasonable costs and attorneys' fees and expenses related to the collection of your Account, and retrieving your Card, to the extent permitted by applicable laws.

Change of Terms
Subject to the limitations of applicable law, we may, at any time, change or remove any of the terms and conditions of, or add new terms or conditions to, this Agreement. If required by applicable law, we will mail written notice of such a change to you in the manner required by such law. As of the effective date, the changed or new terms will apply to new Purchases and Cash Advances and also to the outstanding balance of your Account, subject to the limitations of applicable law.

Delay in Enforcement
We can delay enforcing our rights under this Agreement without losing them.

OTHER PROVISIONS

Ownership and Use of Your Card
As the Cardholder(s), you are liable for all credit obtained under your Account. If you or an Authorized User authorizes another person to use your Card, you are liable for any credit obtained on your Account for as long as that person holds the Card. In addition, you will remain liable until you recover possession of the Card. Misuse of your Card by an authorized person will not be considered unauthorized use. See "Lost Cards and Unauthorized Use" above. Upon demand, you must immediately return any Card we supply to you or destroy the Card by cutting it in half.

Authorized Users
If you ask us to issue a Card to any other person and we agree, they are an Authorized User. We may require certain information about an Authorized User. We may also discuss your Account with an Authorized User and provide them with Account information. You will be responsible for the Authorized User's use of the Card and Account as well as anyone else they allow to use your Card or Account. This will be true even if you did not want, or agree to, the use.

Removing an Authorized User
If you want to remove an Authorized User from your Account, you must contact us and request their removal. We will have a reasonable amount of time after we receive your request to remove them. You also must immediately destroy all Cards in their possession and cancel all of their billing arrangements to the Account. We will not do this for you. During this time, you still will be responsible for all amounts they, or another person they authorize to use the Card, charge to the Account. You will be responsible even if these amounts do not appear on your Account until later.

An Authorized User may remove themselves from the Account upon their request. We reserve the right to remove them from your Account for any reason. To remove them from your Account, we may close your existing Account and issue a new Card with a new Account number.

Transactions
You will retain for Statement verification your copy of each Purchase slip, Cash Advance or other transaction to your Account.

Transfer of Your Account
You may not transfer your Account to any other person. We may assign your Account or amounts owing under your Account to any other person at any time and the assignee will take our place under the Agreement with respect to all agreements and interests transferred. You must pay the assignee and otherwise perform your obligations under the assigned agreements and interests.

Closing or Suspending Your Account
We may close or suspend your Account or your ability to obtain credit on your Account, or both, at any time, for any reason permitted by law and with or without advance notice.

You may close your Account at any time by contacting us. The closure of Account will not become effective until you have returned to us all of the Cards we have given you. If you have a joint Account and want to remove one of the names from the Account, we must receive a written request signed by both of the Cardholders on the Account and all Cards must be returned upon request. No party is released from the obligation for the balance owing on a joint Account, unless we agree to the arrangements in writing. You may have to reapply for a new Card for an individual Account when you request a change from a joint Account to an individual Account.

If your Account is closed or suspended for any reason, you must stop using your Card. You must also cancel all billing arrangements to the Account. We will not do this for you. If we close or permanently suspend your Account, you must also return all Cards to us. You must still pay us all amounts you owe on the Account, even if they are charged after your Account is closed or suspended.

Additional Benefits and Services
From time to time, we may offer you benefits and services with your Account. These benefits and services may be provided by us or third parties. Unless expressly made a part of this Agreement, and except as provided in the Arbitration of Disputes section below, any such benefits and services are not a part of this Agreement, and are subject only to the terms and conditions outlined in the benefits or services brochure and other official documents provided to you with respect to the benefits and services. We may adjust, add, or delete benefits or services at any time in accordance with the brochures or documents you receive. Except as required by applicable law, we are not liable for benefits or services provided by third parties or the actions or omissions of those third parties.

Foreign Currency Conversion
Payment must be made in U.S. Dollars for charges you incur in any other currency. If you effect a transaction with your Card in a currency other than U.S. Dollars, Mastercard International Incorporated ("Mastercard") will convert the charge into a U.S. Dollar amount. Mastercard will act in accordance with its operating regulations or conversion procedures in effect at the time that the transaction is processed. Currently, the currency conversion rate used by Mastercard to determine the transaction amount in U.S. Dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by Mastercard for the processing cycle in which the transaction is processed. The currency conversion rate used by Mastercard on the processing date may differ from the rate that would have been used on the Purchase date or monthly Statement posting date. We will also assess a Foreign Currency Conversion Fee interest charge as described in the "How Interest Charges are Determined" section.

Honoring Your Card
We are not responsible if anyone refuses to accept your Card or Account for any reason. Although you may have credit available, we may decline any transaction for any reason. We are not liable for any refusal to honor your Card or Account.

From time to time, due to circumstances beyond our control (such as system failures, natural disasters, or other unpredictable events), our services may not be available. When this happens, you may be unable to use your Card or obtain information about your Account. We will not be responsible or liable if this happens.

Change of Address, Employment and Telephone
We will send all written notices and Statements to your address as it appears on our records. To avoid delays and missed payments that could affect your credit standing, you agree to promptly advise us if you change your mailing address, place of employment, or telephone number.

Severability
In the event that any provision of this Agreement is determined to be invalid or unenforceable for any reason, the remaining provisions will remain in effect.

Entire Agreement; Interpretation
This Agreement (including other documents incorporated herein by reference) constitutes the final expression of the credit agreement between you and us relating to your Account. The headings used in this Agreement are for the convenience of reference only and are not intended to define or describe the scope or intent of any portion of the Agreement.

Governing Law
Except as expressly set forth in the Arbitration of Disputes section, this Agreement and the interpretation and enforcement thereof (including but not limited to the exportation of interest rates) will be governed by Federal law that applies to us, and to the extent not preempted by Federal law, the laws of the State of Utah, without regard to its conflicts of law provisions and principles. If there is any conflict between any of the terms and conditions of this Agreement and applicable Federal or State law, this Agreement will be considered changed to the extent necessary to comply with the applicable law.

Arbitration of Disputes Provision
PLEASE READ THIS ARBITRATION OF DISPUTES PROVISION CAREFULLY. UNLESS YOU SEND US THE REJECTION NOTICE DESCRIBED BELOW, THIS PROVISION WILL APPLY TO YOUR ACCOUNT, AND MOST DISPUTES BETWEEN YOU, ON THE ONE HAND, AND US OR ANY SERVICER OF YOUR ACCOUNT, ON THE OTHER HAND, WILL BE SUBJECT TO INDIVIDUAL ARBITRATION. THIS MEANS THAT: (1) NEITHER A COURT NOR A JURY WILL RESOLVE ANY SUCH DISPUTE; (2) YOU WILL NOT BE ABLE TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING; (3) LESS INFORMATION WILL BE AVAILABLE; AND (4) APPEAL RIGHTS WILL BE LIMITED. THIS ARBITRATION OF DISPUTES PROVISION DOES NOT APPLY TO YOU IF, AS OF THE DATE OF THIS AGREEMENT, YOU ARE A MEMBER OF THE ARMED FORCES OR A DEPENDENT OF SUCH MEMBER ENTITLED TO PROTECTION UNDER THE FEDERAL MILITARY LENDING ACT. PLEASE SEE THE SECTION OF THIS AGREEMENT LABELED "MILITARY LENDING ACT." IF YOU WOULD LIKE MORE INFORMATION ABOUT WHETHER YOU ARE ENTITLED TO PROTECTION UNDER THE FEDERAL MILITARY LENDING ACT, YOU MAY CONTACT US AT 1-866-875-5929.

This provision replaces any existing arbitration provision with us and will stay in force no matter what happens to your Account, including the closing of your Account. Except as expressly provided below, you and we must arbitrate individually, by binding arbitration under the Federal Arbitration Act ("FAA"), any dispute or claim between you, any joint Cardholder and/or Authorized User, on the one hand, and us, our affiliates, and agents, and/or any servicer of your Account on the other hand, if the dispute or claim arises out of or is related to (a) this Agreement (including without limitation, any dispute over the validity of this Agreement to arbitrate disputes or of this entire Agreement), or (b) your Account, or (c) any relationship resulting from this Agreement, or (d) any insurance or other service related to your Account, or (e) any other agreement related to your Account (including prior agreements) or any such service, or (f) breach of this Agreement or any other such agreement, whether based on statute, contract, tort or any other legal theory (any "Claim"). However, we will not require you to arbitrate any individual Claims in small claims court or your state's equivalent court, so long as it remains an individual case in that court.

YOU AGREE NOT TO PARTICIPATE IN A CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION AGAINST US OR ANY SERVICER OF YOUR ACCOUNT IN COURT OR ARBITRATION. ALSO, YOU MAY NOT BRING CLAIMS AGAINST US OR ANY SERVICER OF YOUR ACCOUNT ON BEHALF OF ANY CARDHOLDER WHO IS NOT A JOINT CARDHOLDER WITH YOU OR AN AUTHORIZED USER ON YOUR ACCOUNT (AN "UNRELATED CARDHOLDER"), AND YOU AGREE THAT NO UNRELATED CARDHOLDER MAY BRING ANY CLAIMS AGAINST US OR ANY SERVICER OF YOUR ACCOUNT ON YOUR BEHALF. CLAIMS BY YOU AND AN UNRELATED CARDHOLDER MAY NOT BE JOINED IN A SINGLE ARBITRATION. THE ARBITRATOR WILL NOT HAVE THE POWER TO CONSIDER SUCH CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTIONS OR ANY SUCH CLAIMS YOU BRING ON BEHALF OF AN UNRELATED CARDHOLDER.

Judgment on the arbitration award may be entered in any court having jurisdiction. Any dispute regarding whether a particular controversy is subject to arbitration, or the applicability or enforceability of the foregoing paragraph, will be decided by a court and not by an arbitrator.

If you or we or any servicer of your Account elect to arbitrate a claim, the electing party must notify the other party in writing. The notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit. Otherwise, your notice must be sent to Genesis FS Card Services, Attn: Arbitration Demand, P.O. Box 4477, Beaverton, Oregon 97076, and our notice must be sent to the most recent address for you in our files. The arbitration will be administered by the American Arbitration Association (the "AAA") under its rules in effect at the time an arbitration is commenced that are applicable to the resolution of consumer disputes (the "Arbitration Rules"). We will tell you how to contact the AAA and how to get a copy of the Arbitration Rules without cost if you ask us in writing to do so. The Arbitration Rules permit you to request deferral or reduction of the administrative fees of arbitration if paying them would cause you a hardship. In addition, if you ask us in writing, we will consider your request to pay any or all of your costs of arbitration.

Each arbitrator shall be a licensed attorney who has been engaged in the private practice of law continuously during the ten years immediately preceding the arbitration or a retired judge of a court of general or appellate jurisdiction. The arbitration award shall award only such relief as a court of competent jurisdiction could properly award under applicable law, including attorneys' fees if allowed by applicable law or agreement. All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding will apply in the arbitration.

If any provision of this Section regarding arbitration of disputes shall be deemed to be unenforceable, the remainder of this Section shall be given full force and effect. However, if the provision precluding class, representative or private attorney general Claims in arbitration is deemed unenforceable, then this entire Arbitration Agreement shall be void and of no force and effect.

You may reject this provision, in which case only a court may be used to resolve any dispute or claim. Rejection will not affect any other aspect of the Agreement. To reject this Provision, you must send us a notice within 60 days after you open your Account or we first provide you with a right to reject this Provision. This notice must include your name, address and Account Number and be mailed to Genesis FS Card Services, Attn: Arbitration Provision, P.O. Box 4477, Beaverton, Oregon 97076. This is the only way you can reject this Provision.

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 Think You Find A Mistake On Your Statement
If you think there is an error on your Statement, please write to us at: Genesis FS Card Services, P.O. Box 4499, Beaverton, OR 97076-4499.

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 three (3) business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

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

What Will Happen After We Receive Your Letter
When we receive your letter, we must do two things:
1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:
- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your Statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We 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 then 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 Genesis FS Card Services, P.O. Box 4499, Beaverton, OR 97076-4499. 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.

The Card Issuer:
Celtic Bank