

EXHIBIT H

Cardmember Agreement

CMA12826

This is the Agreement that establishes the terms of your Cardmember Account ("Account") with Chase Bank USA, N.A. Please read it carefully and keep it for your records. You do not need to sign this Agreement, but please be sure to sign the back of your Card if you have not already done so. All extensions of credit in connection with your Account are being made by Chase Bank USA, N.A., in Wilmington, Delaware. Any use of your Card or Account confirms your acceptance of the terms and conditions of this Agreement.

Definitions: In this Agreement, the words "you" and "your" refer to each person (jointly and severally if more than one) who has applied for the Account and any other person who has agreed to be responsible for the Account. The words "we", "us", and "our" refer to Chase Bank USA, N.A., which is the successor by merger to Bank One, Delaware, N.A. We may at any time choose to communicate with you under our other brands including Bank One. You understand that all such brand references when referring to your Card or Account shall mean Chase Bank USA, N.A. "Card" refers to each MasterCard and/or Visa Card that is issued on your Account. The Card must be returned or surrendered to us or our agent upon request.

Using Your Account: You may use your Card or Account to purchase or lease goods or services, or pay amounts you owe, wherever the Card is honored, transfer balances from other accounts or, if applicable, to obtain advances to cover an overdraft on your checking account with an affiliate of ours under the terms of this Agreement and your Overdraft Protection Agreement, ("Overdraft Advances"), (Purchases, Balance Transfers and Overdraft Advances are collectively called "Purchases"). You may also use the Card to obtain cash loans ("Cash Advances") at Automated Teller Machines, or from financial institutions accepting the card; or to obtain travelers checks, foreign currency, money orders, wire transfers or similar cash-like charges; or to obtain lottery tickets, casino gaming chips, race track wagers or for similar betting transactions. You may also use a third party service to make a payment on your behalf and bill the payment to this Account. You agree to accept credits to your Account instead of cash refunds when the original Purchase was charged to your Account.

We may issue "Convenience Checks" to you which may be used to access your credit line. Use of a Convenience Check will be treated as a "Purchase" in the amount of your check. Each Convenience Check will contain your Account number and may be used only by the person(s) whose name(s) is/are printed on it. Each must be completed and signed by you (or either of you) in the same manner as a regular personal check.

You may not use these checks, nor may you transfer a balance to pay any amount you owe to us, or any of our related banks, under your Cardmember Agreement or under any other credit agreement or account you may have with us. You promise to use your account only for valid and lawful transactions. For example, internet gambling may be illegal in some places. It is not our responsibility to make sure that you use your account only for permissible transactions, and you will remain responsible for paying for a transaction even if it is not permissible.

Obligations On Your Account: You authorize us to pay and charge your Account for all Purchases and Cash Advances made or obtained by you or anyone you authorize to use your Card or Account. You promise to pay us for all of these Purchases and Cash Advances, plus any Finance Charges assessed on your Account and any other charges and fees which you may owe us under the terms of this Agreement. You will be obligated to pay authorized charges to your Account whether resulting from (1) actual use of your Card or Convenience Checks, (2) mail order or telephone, computer or other electronic Purchases made without presenting the Card or (3) any other circumstance where you authorize a charge, or authorize someone else to make a charge, to your Account. Each person who is included within the definition of the term "you", above, is responsible to pay the full amount owed on the Account. We may require that you pay the full amount owed without first asking the other person(s) to pay. All payments must be made in U.S. dollars. Any payment made by check or other negotiable instrument must be drawn on a U.S. bank or a U.S. branch of a foreign bank.

Payment Allocation: You agree that we are authorized to allocate your payments and credits in a way that is most favorable to or convenient for us. For example, you authorize us to apply your payments and credits to balances with lower Annual Percentage Rates ("APRs") (such as promotional APRs) before balances with higher APRs.

Credit Line/Authorized Usage: Your credit line is shown on the folder containing your Card. Since we may change your credit line from time to time, your latest credit line will appear on your monthly statement. You agree not to make a Purchase or obtain a Cash Advance that would cause the unpaid balance of your Account to exceed your credit line. We may honor Purchases and Cash Advances in excess of your credit line at our sole discretion. If we do, this Agreement also applies to that excess and you agree to pay the excess immediately if we request that you do so. You agree that we may change or cancel your credit line at any time without affecting your obligation to pay amounts that you owe under this Agreement. We may designate that only a portion of your credit line is available for Cash Advances. If we do and you exceed that limit, you will be considered to have exceeded your credit line for all purposes of this Cardmember Agreement. For security reasons, we may limit the number or dollar amount of Purchase, Cash Advance and/or Convenience Check transactions that may be accomplished with your Card or Account, and we have the right to limit authorizations to make Purchases or obtain Cash Advances if we consider it necessary to verify payments received on your Account. Your total available credit may not be restored for up to 15 days after we receive your payment.

Periodic Statements: We will send a statement at the end of each monthly billing cycle in which your Account has a debit or credit balance of more than \$1.00 or if a Finance Charge has been imposed. Among other things, your monthly statement will show your New Balance, any Finance Charge, your credit line and available credit, your minimum payment due and the Payment Due Date. Your monthly statement will also show payment instructions and information about how we may process payment checks electronically.

Credit Information: You agree that we may request consumer credit reports from one or more credit reporting agencies in connection with your application and the administration of your Account. You also authorize us to exchange credit information concerning you or your Account with (and answer questions and requests from) others, such as merchants, other lenders and credit reporting agencies.

Skip/Promotional Features: From time to time, we may let you skip or reduce one or more monthly payments during a year and/or we may temporarily reduce or eliminate certain Finance Charges on all or a portion of your Account balance or offer you other special terms. If

we do, we will advise you of the scope and duration of the applicable skip or promotional feature. When the skip or promotional feature ends, your regular rates and terms will resume.

Refusal to Authorize Transactions: We may, but are not required to, decline a transaction on your Account for any of the following reasons:

- because of operational considerations,
- because your Account is in default,
- if we suspect fraudulent or unlawful activity or,
- in our discretion, for any other reason.

We are not responsible for any losses if a transaction on your Account is declined for any reason, either by us or a third party, even if you have sufficient credit available.

For on-line transactions, we may require that you register your Account with an authorization system that we select. We will notify you if we want you to register. If you do not register, we may decline your on-line transactions.

Refusal to Pay Convenience Checks: Each Convenience Check you write is your request for funds. When we receive your Convenience Check for payment, we may review your Account to decide whether to authorize that Convenience Check. We may, but are not required to, reject and return unpaid a Convenience Check for any reason, including the following examples:

- We or one of our related companies is the payee on the Convenience Check.
- Your credit line has been exceeded, or would be exceeded if we paid the Convenience Check.
- The Convenience Check is post-dated. If a post-dated Convenience Check is paid, resulting in another check being returned or not paid, we are not responsible.
- You have used the Convenience Check after the date specified on the check.
- You are in default or would be if we paid the Convenience Check.

Default/Collection: We may consider you to be in default if any of these occurs:

- We do not receive at least the minimum payment due by the date and time due as shown on your billing statement.
- You exceed your credit line.
- You fail to comply with the terms of this Agreement or any agreement with one of our related companies.
- You file for bankruptcy.
- We obtain information that causes us to believe that you may be unwilling or unable to pay your debts to us or to others on time.
- You become incapacitated or in the event of your death.

If we consider your Account to be in default, we may close your Account without notice and require you to pay your unpaid balance immediately. We also may require you to pay interest at the rate of two percent (2%) a month on the unpaid balance when we deem your account to be six or more billing cycles past due.

To the extent permitted by law, if you are in default because you have failed to pay us, you will pay our collection costs, attorneys' fees, court costs, and all other expenses of enforcing our rights under this agreement.

Irregular Payments And Delay In Enforcement: We can accept late payments, partial payments, checks and money orders marked "Paid in Full" or language having the same effect without losing any of our rights under this Agreement. We can also delay enforcing our rights under this Agreement any number of times without losing them. The fact that we may at any time honor a Purchase or Cash Advance in excess of your maximum credit line does not obligate us to do so again.

ARBITRATION AGREEMENT: PLEASE READ THIS AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT. YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT SUCH AS THAT IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION, NOR WILL YOU BE ABLE TO BRING ANY CLAIM IN ARBITRATION AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. YOU WILL NOT BE ABLE TO BE PART OF ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE, OR BE REPRESENTED IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, YOU AND WE MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO BRING CLAIMS IN A COURT, BEFORE A JUDGE OR JURY, AND/OR TO PARTICIPATE OR BE REPRESENTED IN A CASE FILED IN COURT BY OTHERS (INCLUDING CLASS ACTIONS AND OTHER REPRESENTATIVE ACTIONS). OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO A COURT, SUCH AS DISCOVERY OR THE RIGHT TO APPEAL THE DECISION MAY BE MORE LIMITED. EXCEPT AS OTHERWISE PROVIDED BELOW, THOSE RIGHTS ARE WAIVED.

Binding Arbitration. This Arbitration Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by and be enforceable under the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1-16 as it may be amended. This Arbitration Agreement sets forth the circumstances and procedures under which claims (as defined below) may be resolved by arbitration instead of being litigated in court.

Parties Covered. For the purposes of this Arbitration Agreement, "we", "us", and "our" means our parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, any purchaser of your Account, and all of their officers, directors, employees, agents, and assigns or any and all of them. Additionally, "we", "us" and "our" shall mean any third party providing benefits, services, or products in connection with the Account (including but not limited to credit bureaus, merchants that accept any credit device issued under the Account, rewards programs and enrollment services, credit insurance companies, debt collectors, and all of their officers, directors, employees, agents and representatives) if, and only if, such a third party is named by you as a co-defendant in any Claim you assert against us.

Claims Covered. Either you or we may, without the other's consent, elect mandatory, binding arbitration of any claim, dispute or controversy by either you or us against the other, or against the employees, parents, subsidiaries, affiliates, beneficiaries, agents or assigns of the other, arising from or relating in any way to the Cardmember Agreement, any prior Cardmember Agreement, your credit card Account or the advertising, application or approval of your Account ("Claim"). This Arbitration Agreement governs all Claims, whether such Claims are based on law, statute, contract, regulation, ordinance, tort, common law, constitutional provision, or any legal theory of law such as respondent superior, or any other legal or equitable ground and whether such Claims seek as remedies money damages, penalties, injunctions, or declaratory or equitable relief. Claims subject to this Arbitration Agreement include Claims

regarding the applicability of this Arbitration Agreement or the validity of the entire Cardmember Agreement or any prior Cardmember Agreement. This Arbitration Agreement includes Claims that arose in the past, or arise in the present or the future. As used in this Arbitration Agreement, the term Claim is to be given the broadest possible meaning.

Claims subject to arbitration include Claims that are made as counterclaims, cross claims, third party claims, interpleaders or otherwise, and a party who initiates a proceeding in court may elect arbitration with respect to any such Claims advanced in the lawsuit by any party or parties.

As an exception to this Arbitration Agreement, you retain the right to pursue in a small claims court any Claim that is within that court's jurisdiction and proceeds on an individual basis. If a party elects to arbitrate a Claim, the arbitration will be conducted as an individual action. Neither you nor we agree to any arbitration on a class or representative basis, and the arbitrator shall have no authority to proceed on such basis. This means that even if a class action lawsuit or other representative action, such as that in the form of a private attorney general action, is filed, any Claim between us related to the issues raised in such lawsuits will be subject to an individual arbitration claim if either you or we so elect.

No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. The only Claims that may be joined in an individual action under this Arbitration Agreement are (1) those brought by us against you and any co-applicant, joint cardmember, or authorized user of your Account, or your heirs or your trustee in bankruptcy or (2) those brought by you and any co-applicant, joint cardmember, or authorized user of your Account, or your heirs or your trustee in bankruptcy against us.

Initiation of Arbitration. The party filing a Claim in arbitration must choose one of the following two arbitration administrators: American Arbitration Association; or National Arbitration Forum. These administrators are independent from us. The administrator does not conduct the arbitration. Arbitration is conducted under the rules of the selected arbitration administrator by an impartial third party chosen in accordance with the rules of the selected arbitration administrator and as may be provided in this Arbitration Agreement. Any arbitration hearing that you attend shall be held at a place chosen by the arbitrator or arbitration administrator within the federal judicial district in which you reside at the time the Claim is filed, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the two arbitration administrators, information about arbitration and arbitration fees, and instructions for initiating arbitration by contacting the arbitration administrators.

American Arbitration Association, 335 Madison Avenue, Floor 10, New York, NY 10017-4605, Web site: www.adr.org, 800-778-7879

National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, Web site: www.arbitration-forum.com, 800-474-2371

Procedures and law applicable in arbitration. A single, neutral arbitrator will resolve Claims. The arbitrator will either be a lawyer with at least ten years experience or a retired or former judge. The arbitration will be conducted under the applicable procedures and rules of the arbitration administrator that are in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Arbitration Agreement, in which case this Agreement will prevail. These procedures and rules may limit the amount of discovery available to you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, and will honor claims of privilege recognized at law. You may choose to have a hearing and be represented by counsel. The arbitrator will take reasonable steps to protect customer Account information and other confidential information, including the use of protective orders to prohibit disclosure outside the arbitration, if requested to do so by you or us. The arbitrator will have the power to award to a party any damages or other relief provided for under applicable law, and will not have the power to award relief to, against, or for the benefit of any person who is not a party to the proceeding. If the law authorizes such relief, the arbitrator may award punitive damages or attorney fees. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Upon a request by you or us, the arbitrator will provide a brief statement of the reasons for the award.

Costs. We will reimburse you for the initial arbitration filing fee paid by you up to the amount of \$500 upon receipt of proof of payment. Additionally, if there is a hearing, we will pay any fees of the arbitrator and arbitration administrator for the first two days of that hearing. The payment of any such hearing fees by us will be made directly to the arbitration administrator selected by you or us pursuant to this Arbitration Agreement. All other fees will be allocated in keeping with the rules of the arbitration administrator and applicable law. However, we will advance or reimburse filing fees and other fees if the arbitration administrator or arbitrator determines there is good reason for requiring us to do so or you ask us and we determine there is good cause for doing so. Each party will bear the expense of the fees and costs of that party's attorneys, experts, witnesses, documents and other expenses, regardless of which party prevails, for arbitration and any appeal (as permitted below), except that the arbitrator shall apply any applicable law in determining whether a party should recover any or all fees and costs from another party.

Enforcement, finality, appeals. Failure or any delay in enforcing this Arbitration Agreement at any time, or in connection with any particular Claims, will not constitute a waiver of any rights to require arbitration at a later time or in connection with any other Claims. Any decision rendered in such arbitration proceeding will be final and binding on the parties, unless a party appeals in writing to the arbitration organization within 30 days of issuance of the award. The appeal must request a new arbitration before a panel of two neutral arbitrators designated by the same arbitration organization. The panel will reconsider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Each party will bear their own fees, costs and expenses for any appeal, but a party may recover any or all fees, costs and expenses from another party, if the majority of the panel of arbitrators, applying applicable law, so determines. An award in arbitration will be enforceable as provided by the FAA or other applicable law by any court having jurisdiction.

Severability, survival. This Arbitration Agreement shall survive: (i) termination or changes in the Cardmember Agreement, the Account and the relationship between you and us concerning the Account, such as the issuing of a new account number or the transferring of the balance in the Account to another account; (ii) the bankruptcy of any party or any similar proceeding initiated by you or on your behalf; and (iii) payment of the debt in full by you or by a third party. If any portion of this Arbitration Agreement is deemed invalid or unenforceable, the remaining

portions shall nevertheless remain in force.

Changes to this Agreement: We can change this Agreement at any time by adding, deleting, or modifying any provision. Our right to add, delete, or modify provisions includes financial terms, such as the APRs and fees, and other terms such as the nature, extent, and enforcement of the rights and obligations you or we may have relating to this Agreement. Modifications, additions, or deletions are called "Changes" or a "Change".

We will notify you of any Change if required by applicable law. These Changes will be effective at the time stated in our notice. Unless we state otherwise, any Change will apply to the unpaid balances on your Account and to new transactions.

The notice may state that you may notify us in writing by a specified date if you do not want to accept certain Changes we are making. If you notify us in writing that you do not accept the Changes, your Account will be closed and you will be obligated to pay your outstanding balance under the terms of the Agreement in effect on the date you received the notice of Change.

If you do not notify us in writing by the date stated in the notice, or if you notify us but also use your Account after the date stated in the notice, you will be deemed to accept all Changes in the notice and to accept and confirm all terms of your Agreement and all Changes in prior notices we have sent you.

Phone Calls: In the regular course of our business we may monitor and record phone conversations made or received by our employees. You agree that we will have such right with respect to all phone conversations between you and our employees, whether initiated by you or any of our employees.

Notices: We will send statements and any other notices to you at the address shown in our files. If this is a joint account, we can send statements and notices to either of you. You promise to inform us promptly in writing of any change in your address. At our discretion, we may accept address corrections from the United States Postal Service.

Assignment: We may at any time assign your Account, any sums due on your Account, this Agreement or our rights or obligations under this Agreement. The person(s) to whom we make any such assignment shall be entitled to all of our rights under this Agreement, to the extent assigned.

GOVERNING LAW: THIS AGREEMENT AND YOUR ACCOUNT WILL BE GOVERNED BY THE LAW OF THE STATE OF DELAWARE AND, AS APPLICABLE, FEDERAL LAW.

YOUR BILLING RIGHTS

Keep This Notice For Future Use

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case Of Errors Or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at Cardmember Service, P.O. Box 15299, Wilmington, DE 19850-5299. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. **You can telephone us, but doing so will not preserve your rights.**

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error.

If you need more information, describe the item you are not sure about.

Your Rights And Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

If you have a problem with the quality of property or services that you purchased with a 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 property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address, and
- (b) The purchase price must have been more than \$50.

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

Minimum Payment: You agree to pay at least the minimum payment due, as shown on your billing statement, so that we receive it by the date and time payment is due. You may pay more than the minimum payment due and may pay the full amount you owe us at any time. If you have a balance that is subject to finance charges, the sooner you pay us, the less you will pay in finance charges because finance charges accrue on your balance each day.

Your billing statement shows your beginning balance and your ending balance (the "New Balance" on your billing statement). If the New Balance is \$10.00 or less, your minimum payment due will be the New Balance. Otherwise, it will be the largest of the following: \$10.00; 2% of the New Balance; or the sum of 1% of the New Balance, total billed periodic rate finance charges, and any billed late and overlimit fees. As part of the minimum payment due, we also add any amount past due and any amount over your credit line.

Minimum Finance Charge: There is a minimum FINANCE CHARGE in the amount stated in the Table of Interest Charges in any billing cycle in which you owe a Periodic FINANCE CHARGE.

Periodic Finance Charge Calculation—Two-Cycle Average Daily Balance Method (Including New Purchases) for Purchases and Average Daily Balance Method (Including New Transactions) for Other Transactions: We calculate Periodic FINANCE CHARGES separately for each feature such as Purchases, Overdraft Advances, Cash Advances, Balance Transfers, Convenience Checks or Promotional Balances. We figure the Periodic FINANCE CHARGES by applying the applicable Daily Periodic Rate shown in the Table of Interest Charges to each feature's daily balance for each day of the current billing cycle. In addition, for Purchases, we apply the Daily Periodic Rate to the daily balance for each day of the previous billing cycle adjusted as described below.

To get the daily balance for each day of the current billing cycle, we take the beginning balance for each feature, add any new transactions or other debits (including fees and other charges), subtract any payments or credits, and make other adjustments. Transactions are added as of the later of the transaction date or the beginning of the billing cycle in which they are posted to your Account (except that Convenience Checks are added as of the date accepted by the payee). Fees are added either on the date of a related transaction or the last day of the billing cycle. This gives us that day's daily balance. A credit balance is treated as a balance of zero. We multiply the daily balance by the applicable Daily Periodic Rate, as stated in the Table of Interest Charges, to get your Periodic FINANCE CHARGES for that day. We then add these Periodic FINANCE CHARGES to your daily balance to get the beginning balance for the next day. For Purchases, we do the same thing for each day of the previous cycle to get the daily balance of Purchases for the previous billing cycle. However, the daily balance for previous billing cycle Purchases is considered to be zero for each day of the previous billing cycle if a Periodic FINANCE CHARGE was already imposed on Purchases itemized on your previous statement or you paid your New Balance on your previous statement in full by the payment due date.

To get your total Periodic FINANCE CHARGE for a billing cycle, we add all of the daily Periodic FINANCE CHARGES for all features. If you multiply the Average Daily Balance for each feature by the applicable Daily Periodic Rate and the number of days in the applicable billing cycle(s) and add the results together, the total will equal the Periodic FINANCE CHARGES for the billing cycle, except for minor variations due to rounding. To determine an Average Daily Balance, we add your daily balances and divide by the number of the days in the applicable billing cycle(s).

If we have promotional rate offers in effect, we will separately identify them on the front of your statement and separately disclose the balances to which the promotional rates or terms apply. These separate balances and the related Finance Charges will be calculated in the same manner as described above.

Grace Period: Periodic FINANCE CHARGES are added to your balance from the later of the transaction date or the beginning of the billing cycle in which they are posted to your Account (except that they are charged on Convenience Checks from the day the check is accepted by the payee). They continue to be added until the day we receive payment in full. However, we do not charge Periodic FINANCE CHARGES on new Purchases (other than Balance Transfers and Convenience Checks) if you pay your full New Balance by the Payment Due Date and your Previous Balance was zero or a credit balance. There is no grace period for Cash Advances, Convenience Checks, and Balance Transfers. If applicable, there is no grace period for Overdraft Advances.

We figure another portion of the Finance Charge on your Account by adding a one-time Cash Advance FINANCE CHARGE for each Cash Advance when it is obtained. The amount of the Cash Advance FINANCE CHARGE is stated in the Table of Interest Charges.

In addition, if you use a third party service to make a payment on your behalf and the service charges the payment to this Account, we may charge a Cash Advance FINANCE CHARGE for the payment.

Transaction Finance Charges for Balance Transfers and Convenience Checks: We will charge you a Transaction FINANCE CHARGE in the amount stated in the Table of Interest Charges for Balance Transfers and Convenience Checks. If applicable, Overdraft Advances will not be assessed a Transaction FINANCE CHARGE.

The total Finance Charge on your Account for a monthly billing cycle will be the sum of the Periodic FINANCE CHARGES plus any Cash Advance FINANCE CHARGES and any Transaction FINANCE CHARGES.

This Agreement provides for daily compounding of Finance Charges (interest).

The Periodic FINANCE CHARGES are subject to change as described in the sections entitled "Changes to this Agreement" and "Default Rate".

Daily Periodic Rates and Annual Percentage Rates: Your APRs and the corresponding daily periodic rates are listed in the Table of Interest Charges. To get the daily periodic rate we divide the APR by 365, and in effect always round up at the fifth place to the right of the decimal point.

Variable Rates: One or more APRs that apply to your account may vary with changes to the Prime Rate. When you have an APR that varies with changes to the Prime Rate, we calculate the APR by adding a margin to the Prime Rate published in *The Wall Street Journal* two business days before the Closing Date shown on your billing statement. The "Prime Rate" is the highest (U.S.) Prime Rate published in the Money Rates section of *The Wall Street Journal*. A "margin" is the percentage we add to the Prime Rate to calculate the APR. A "business day" is any day that is not a weekend or federal holiday. The Table of Interest Charges section shows which rates, if any, are variable rates. It also lists the margin for each variable rate and any minimum daily periodic rate and corresponding APR.

Two business days before the Closing Date shown on your billing statement, we see what the Prime Rate is. We then add the applicable margin to that Prime Rate to get the APR. To get the daily periodic rate we divide the APR by 365. To get the monthly periodic rate, we divide the APR by 12.

If our calculation results in a change to a daily periodic rate, the new rate will apply as of the first day of your billing cycle that ends in the calendar month in which we made the calculation. If the daily periodic rate increases, you will have to pay a higher periodic finance charge and may have to pay a higher minimum payment.

If *The Wall Street Journal* stops publishing the Prime Rate, we will select a similar reference rate and inform you on your billing statement or through a separate notice.

Other Fees and Charges: In addition to the Finance Charges discussed above, the following fees will be applicable to your Account:

Annual Membership Fee: If your Account has an Annual Membership Fee stated in the Table of Interest Charges it will be billed each year or in monthly installments, whether or not you use your Account, and you agree to pay it when billed. The Annual Membership Fee is non-refundable unless you notify us that you wish to close your Account within 30 days of the date we mail your billing statement on which the Annual Membership Fee is charged and at the same time, you pay your outstanding balance in full. Your payment of the Annual Membership Fee does not affect our right to close your Account or limit your right to make Purchases or obtain Cash Advances. If your Account is closed by you or us, we will continue to charge the Annual Membership Fee until you pay your outstanding balance in full and terminate your Account relationship.

Late Fee: If you do not pay at least the minimum payment due by the Payment Due Date for any billing cycle ("Late Payment"), we may charge a late fee. We will calculate the late fee based on the New Balance shown on your monthly statement as shown in the Table of Interest Charges.

Return Payment Fee: If your bank does not honor the check or direct debit you remitted to us to pay amounts you owe under this Agreement, or we must return a check because it is not signed or is otherwise irregular, we may charge you a return payment fee in the amount stated in the Table of Interest Charges.

Return Convenience Check Fee: If we (a) stop payment on a Convenience Check at your request or (b) return a Convenience Check unpaid because it exceeds your available credit at the time it is processed, your Account is closed or otherwise does not have charge privileges, or your Account is past due, we may charge you a return Convenience Check fee in the amount stated in the Table of Interest Charges.

Overlimit Fee: You are responsible for keeping track of your Account balance, including any fees and finance charges, and making sure that it remains below your credit line. If your Account balance is over your credit line at any time during a billing cycle, even if only for a day, we may charge an overlimit fee in the amount stated in the Table of Interest Charges. We may charge this fee even if your balance is over the credit line because of a finance charge or fee we imposed or a transaction we authorized. We will not charge more than one overlimit fee for any billing cycle. But we may charge an overlimit fee in subsequent billing cycles, even if no new transactions are made on your Account, if your Account balance still is over your credit line at any time during the subsequent billing cycles. For example, if you are overlimit at the end of a billing cycle, you may incur an additional fee for being overlimit at the beginning of the next billing cycle as well. This will be true even if you pay your Account by the date and time due as shown on your billing statement.

Administrative Fees: If you request photocopies of sales slips or duplicate copies of monthly statements, or if you request any special services such as obtaining Cards on an expedited basis, you agree to pay our reasonable charges for such services, as from time to time in effect. The present charges for such services are specified in the Table of Interest Charges. However if you request items such as sales slips or duplicate statements in connection with any disputed billing matter (see "Your Billing Rights"), we will not impose a fee if a billing error is disclosed.

Unless otherwise arranged between us, any fees listed above under "Other Fees and Charges" will be added to your Account and treated as Purchases.

International Transactions: International transactions include any transaction that you make in a foreign currency or that you make outside of the United States of America even if it is made in U.S. dollars. If you make a transaction in a foreign currency, Visa International or MasterCard International, Inc. will convert the transaction into U.S. dollars by using its respective currency conversion procedures. The exchange rate each entity uses to convert currency is a rate that it selects either from the range of rates available in the wholesale currency markets for the applicable processing date (which rate may vary from the rate the respective entity itself receives), or the government-mandated rate in effect on the applicable processing date. The rate in effect on the applicable processing date may differ from the rate on the date you used your card or account. We reserve the right to charge you an additional three percent (3%) of the U.S. dollar amount of any international transaction, whether that transaction was originally made in U.S. dollars or was made in another currency and converted to U.S. dollars by Visa or MasterCard. In either case, the 3% will be calculated on the U.S. dollar amount provided to us by that entity. The same process and charges may apply if any international transaction is reversed.

Table of Interest Charges

The Daily Periodic Rates we use to determine the **Periodic FINANCE CHARGE** for your Purchase balances (excluding Overdraft Advances, if applicable) and your Cash Advance balance are variable rates. They are called "Standard Rates". These variable rates will be calculated as described in the section of this agreement entitled "Variable Rates".

The **APR** for your Purchase balances (excluding Overdraft Advances, if applicable) will be the prime rate plus 13.99%. It will never be less than 19.24%. The corresponding Daily Periodic Rate for your Purchase balances will never be less than 0.05271%.

The **APR** for your Cash Advance balance will be the prime rate plus 15.99%. It will never be less than 23.99%. The corresponding Daily Periodic Rate for your Cash Advance balance will never be less than 0.06573%.

On May 17, 2005, the prime rate was 6%. Using that prime rate as an example, we estimate that the Daily Periodic Rate for your Purchase balances (excluding Overdraft Advances, if applicable) would equal 0.05477% and the **APR** would equal 19.99%. And the Daily Periodic Rate for your Cash Advance balance would equal 0.06573% and the **APR** would equal 23.99%.

However, the Daily Periodic Rate we use to determine the **Periodic FINANCE CHARGE** on Balance Transfers and Convenience Checks only, until the first day of your billing cycle that includes May 1, 2006 (the "Introductory Period"), is a fixed rate of 0%, corresponding to an **APR** of 0%. After that the Standard Rate for Purchases will apply to Balance Transfers and Convenience Checks.

If applicable the Daily Periodic Rate we use to determine your **Periodic FINANCE CHARGE** for Overdraft Advances is a fixed rate of 0.03833%, corresponding to an **APR** of 13.99%.

See also "Default Rate" section.

Cash Advance FINANCE CHARGE

ATM Cash Advance 3% of Cash Advance
(with a minimum of **\$10.00**)

All Other Cash Advances 3% of Cash Advance
(with a minimum of **\$10.00**)

Balance Transfer FINANCE CHARGE 3% of applicable transaction
(with a minimum of **\$5.00**
and a maximum of **\$50.00**)

Convenience Check FINANCE CHARGE 3% of applicable transaction
(with a minimum of **\$5.00**
and a maximum of **\$75.00**)

Minimum FINANCE CHARGE **\$1.00**
(If any Finance Charge is payable for a monthly billing cycle)

Annual Membership Fee None

Late Fees:

\$15.00 if the New Balance is up to, but not including **\$250.00**

\$39.00 if the New Balance is **\$250.00** and over

However, if the default rate is in effect on a monthly statement, we may charge a late fee of **\$39.00** regardless of the amount of your New Balance.

Return Payment Fee **\$35.00**

Return Convenience Check Fee **\$35.00**

Overlimit Fee **\$35.00**

Administrative Fees:

Duplicate of Merchant Sale Slip **\$5.00**

Duplicate of Monthly Billing Statement **\$5.00**

Default Rate: Your APRs also may vary if you are in default under this Agreement or any other agreement you have with us or any of our related companies for any of the following reasons:

- We do not receive, for any payment that is owed on this Account or any other account or loan with us, at least the minimum payment due by the date and time due.
- You exceed your credit line on this Account.
- You fail to make a payment to another creditor when due.
- You make a payment to us that is not honored by your bank.
- To the extent allowed by law, if, at any time after your Account is closed, we demand immediate payment of your outstanding balance and we do not receive payment within the time we specify.

If any of these events occurs, we may increase the APRs (including any introductory or promotional APR) on all balances up to a default rate of the Prime Rate plus 23.99%. The default rate will be calculated as described in the section entitled "Variable Rates".

On May 17, 2005, the Prime Rate was 6%. Using that Prime Rate as an example, we estimate that the Daily Periodic Rate for a default rate of 1/365 of the Prime Rate plus 23.99% would equal 0.08216% and the corresponding **APR** would equal 29.99%.

We may consider the following factors to determine your default rate: the length of time your Account has been open, the existence, seriousness and timing of the defaults on your Account; other indications of your Account usage and performance; information about your other relationships with us or any of our related companies; and information we obtain from consumer credit reports obtained from credit bureaus. The default rate will take effect as of the first day of the billing cycle in which the default occurs, and will apply to purchase balances from the previous billing cycle for which periodic finance charges have not been already billed. If we decide not to increase your APR even though there is a default or if we do not increase your APR up to the maximum default rate stated above, we reserve our right to increase your APR in the event of any future default. We may in our discretion determine to charge reduced default rates or reinstate standard rates for all or selected balances on your Account.

Closing Your Account: You may close your Account at any time. If you call us to close your Account, we may require that you confirm your request in writing.

We may close your Account at any time or suspend your credit privileges at any time for any reason without prior notice except as required by applicable law. If we close your Account, we will not be liable to you for any consequences resulting from closing your Account or suspending your credit privileges.

If you or we close your Account, you and any authorized users must immediately stop using your Account and destroy all cards and Convenience Checks or return them to us upon request. You will continue to be responsible for charges to your Account, even if they are made or processed after your Account is closed and you will be required to pay the outstanding balance on your Account according to the terms of this Agreement. In addition, to the extent allowed by law, we may require you to pay the outstanding balance immediately or at any time after your Account is closed.

Liability For Unauthorized Use Of Your Account: If your Card or Convenience Checks are lost or stolen or if you are afraid someone may use your Account without your permission, you must notify us at once. You may be liable for that unauthorized use of your Account. You will not be liable for unauthorized use that occurs after you notify Cardmember Service, by writing to us at P.O. Box 15201, Wilmington, DE 19850-5201, or verbally by calling us at 1-800-945-2006, of the loss or theft of your Card or Convenience Checks or the possible unauthorized use of your Account. In any case, your maximum liability is \$50.00. We may terminate or limit access to your Account if you have notified us or we have determined that your Card or Convenience Checks may have been lost or stolen, or that there may be unauthorized access to your Account.

Inquiries Or Questions: You may address any inquiries or questions which you have about your Account to: Cardmember Service, P.O. Box 15201, Wilmington, DE 19850-5201, or you may call us at 1-800-945-2006. If you telephone us instead of writing, you may lose certain rights the law gives you to dispute billing errors (see "Your Billing Rights").

ILLINOIS CARDMEMBERS: INFORMATION SHARING: Our Privacy Policy, which you have received, describes our information sharing practices and gives directions on how to opt out, or direct us to limit the sharing of personal information about you with companies or organizations outside of our family of companies.

Illinois law provides that we may not share information about you with companies or other organizations outside of our family of companies unless you authorize the disclosure or unless the disclosure falls under another exception in the law (such as sharing information to process your transactions or in response to a subpoena). You hereby agree that, if you choose not to exercise the opt out described in our Privacy Policy, you will be deemed to have authorized us to share personal information we have about you (including information related to any of the products or services you may have with any of our companies) with companies or other organizations outside of our family of companies.