

These Disclosures and Terms & Conditions are for informational purposes only. If you are Pre-Qualified for a Credit One Bank credit card offer, you will be provided with the actual Disclosures and Terms & Conditions of the offer.

DISCLOSURES AND TERMS & CONDITIONS FOR CREDIT ONE BANK'S CREDIT CARDS AND CREDIT PROTECTION PROGRAM

Interest Rates	terest Rates and Interest Charges	
Annual Percentage Rate(APR) for Purchases	15.65% to 24.15% , based on your creditworthiness when you open your Account. This APR will vary with the market based on the Prime Rate.	
Annual Percentage Rate(APR) for Cash Advances	17.90% to 25.15%, based on your creditworthiness when you open your Account. This APR will vary with the market based on the Prime Rate.	
Paying Interest	If your Account has a Grace Period, your due date is at least 24 days after the close of each billing cycle and Interest will not be charged on any Purchases if your entire balance is paid by the Payment Due Date each month. For Accounts with no grace period, Interest is charged on Purchases from the posting date. All Accounts are charged Interest on Cash Advances from the posting date.	
Minimum Interest Charge	If you are charged interest, the Minimum Interest Charge will be no less than \$1.00 for any billing cycle in which an Interest Charge is due.	

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 <u>Consumer Financial Protection</u> <u>Bureau.</u>
Set-up and Maintenance Fees	NOTICE: If your Account has an Annual Membership Fee, it will be billed to your Account when it is opened and will reduce the amount of your initial available credit. For example, if your Account is established with a credit line of \$300 and your First year Annual Membership Fee is \$75, your initial available credit will be \$225.
• Annual Membership Fee	\$0 to \$75 First year. \$0 to \$99 thereafter. For some Accounts, the Annual Membership Fee for the second and each further year will be divided into 12 equal portions and one portion will be billed each month of the applicable year. For other Accounts, the Annual Membership Fee for the second year and each further year will be billed annually.
AuthorizedUserParticipationFee	\$19 annually (if applicable).
Transaction Fees	
• Cash Advance	Either \$5 or 8% of the amount of each Cash Advance, whichever is greater, or \$10 or 3% of each Cash Advance, whichever is greater.
Penalty Fees • Late Payment	Up to \$37

 Returned 	Up to \$35
Payment	

How We Will Calculate Your Balance: We use a method called "average daily balance (including new transactions)."

Variable Rate Information: For each billing cycle, the Purchase and Cash Advance **APRs** are determined by adding percentages between 12.15% and 21.65% to the Prime Rate. The Purchase and Cash Advance **APRs** will never be greater than **29.90%**. The Prime Rate used to determine the **APRs** is the U.S. Prime Rate appearing in the "Money Rates" section of any edition of *The Wall Street Journal* published on the 25th day of each month. If the *Journal* is not published on that day, then the Prime Rate on the next business day will be used. If the Prime Rate changes, the new rate will take effect on the first day of the following month. Currently, the Prime Rate is 3.50%.

MINIMUM CREDIT LINE: \$300

Future credit line increases may be granted based on your overall credit performance.

ANNUAL MEMBERSHIP FEE: An Annual Membership Fee of between \$0 and \$75 will be billed to your Account when opened. If your Account has an Annual Membership Fee, it is refundable as long as you cancel your Account and have not made any transactions. For some Accounts, the Annual Membership Fee for the second and subsequent years will be divided into 12 equal portions and one (1) portion will be billed each month of the applicable year. For other Accounts, the Annual Membership Fee for the second and subsequent years will be billed annually.

ACCEPTANCE: The words "I," "me," "my," "you," and "your" mean the applicant. "Bank," "we," and "us" mean Credit One Bank, N.A., its successors or assigns. I certify that I am 18 years of age or older and that the information on this credit card application is accurate and given in order to obtain credit. If I am approved, my card(s) will be issued and I agree to pay all charges incurred in accordance with the terms and conditions of the Cardholder Agreement, Disclosure Statement and Arbitration Agreement ("Agreement"), which will be sent with my card. I understand that my Account will be subject to the terms and conditions of the Agreement, and that the Bank may change all terms and conditions of the Account upon notice to me in accordance with applicable law. I also acknowledge that the Account will be for personal use and cannot be used for business purposes.

ARBITRATION: You agree that either you or we may, without the other's consent, require that any dispute between you and us be submitted to mandatory, binding arbitration. Complete details will be in the Agreement sent with your card.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

ELIGIBILITY CRITERIA: You may not qualify for this offer if: **1)** you no longer meet our criteria when your application is processed; **2)** you have an open or unpaid Account or pending application; **3)** the application is altered (other than the address) or not complete, accurate or verifiable; **4)** you are a resident of a U.S. Territory; or **5)** you have an APO/FPO address.

ACCESS TO CREDIT AND IDENTIFICATION INFORMATION: I authorize the Bank to obtain and use information about me from third parties and credit reporting agencies to: **1)** verify my identity; **2)** determine my income, debt and credit eligibility; **3)** provide renewal of credit; and **4)** present future offers, including extensions of credit. The Bank may retain such credit or other information whether or not I receive a card.

COMMUNICATIONS: 1) You are providing express written permission and consent authorizing us or our agents to contact you at any phone number (including mobile, cellular, wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you contact us, or which we obtain through other means. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; Account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You understand that the Bank will not be responsible for any charges you incur for communications to any such numbers. **2) Indemnification:** If you provide phone number(s) for which you are not the subscriber, you understand that you shall indemnify us for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). 3) Revocation: If you do not want to receive communications as described above, you must provide us with written notice revoking your prior consent. Complete details will be in the Agreement sent with your card.

STATE NOTICES: Residents of California: A married person may apply for a separate Account. Residents of Maine, New York, and Vermont: A credit report may be obtained at any time for purposes associated with the Account such as reviewing, modifying, renewing, and collecting on your Account. Upon your request, you will be informed whether or not a credit report was ordered, and if it was, you will be given the name and address of the credit bureau that furnished the report. New York residents may contact the New York State Banking Department at 1-800-522-3330 to obtain a comparative listing of credit card rates, fees and grace periods. **Residents of Ohio:** Ohio laws against discrimination require that credit be equally available to all worthy persons and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law. **Married Residents of Wisconsin:** No provision of any marital property agreement, unilateral statement under Wisconsin Statutes 766.59, or court decree under Wisconsin Statutes 766.70, will adversely affect the interest of us unless, prior to the time the credit is granted, we are furnished with a copy of the agreement, statement or decree or have actual knowledge of the adverse obligation before the requested credit is granted. All obligations on this card Account will be incurred in the interest of your marriage or family. You understand that we may be required to give notice of this Account to your spouse. Within ten (10) days of submitting an application, married Wisconsin residents must furnish the name and address of their spouse by sending it to: Credit One Customer Service, P.O. Box 98871, Las Vegas, NV, 89193-8871.

BENEFITS & FEATURES: Access To Credit Score: To access your free monthly Credit Score included with your Account you must register for Online Account Access at www.CreditOneBank.com and accept the online Terms of Use/Credit Score Authorization Agreement. Availability can take up to 60 days from your enrollment date. This service is subject to change or cancellation without notice. **Authorized User:** At your request, we may issue an additional card with your Account number in the name of an Authorized User. The Authorized User must be at least 15 years old. You will be solely responsible for all of his/her transactions. You understand that the Authorized User will be able to: 1) make purchases, payments, and report the card lost or stolen; 2) access Account information including balance, available credit, and payment information; and 3) have himself or herself removed from the Account. You can request the removal of the Authorized User from your Account via mail or telephone. If you advise us that the Authorized User is your spouse, then Account information will be reported to credit bureaus in both your name and in the name of the Authorized User. Complete details will be in the Agreement sent with your card. Cash Back **Rewards:** Based on your creditworthiness, you will qualify for one of the four cash back reward programs offered. After you submit a pre-qualification request and you qualify for a credit card offer, you will be informed of the cash back reward program with your card offer.

- 1.0% Cash Back on eligible Gas, Groceries, Mobile Phone Service, Internet Service, and Cable & Satellite TV Service; or
- 1.1% Cash Back on eligible Dining Purchases and 1.0% Cash Back on all other eligible Purchases.

For Credit One Bank NASCAR credit cards, you will receive:

- 1.0% Cash Back on eligible Gas and Automotive Purchases, Double Cash Back on NASCAR.com Purchases; or
- 1.0% Cash Back on all eligible Purchases, Double Cash Back on NASCAR.com purchases.
- 1) You will receive cash back in the form of an automatic statement credit equal to a set percentage identified in your Card Holder Agreement of "eligible net purchases" made with your Account. Depending on the Account, eligible net purchases are defined as purchases from specific merchants or categories using their Standard Industrial Classification Codes, minus any returns or other credits from those same merchants or categories. The eligible credit(s) will show on your statement as "Credit One Rewards Credit." 2) You will receive an automatic rewards credit on each statement that has at least one eligible net purchase. Rewards credits will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your statement. You will NOT earn rewards or receive rewards credits while your Account is delinquent. Additional information will be provided with your credit card offer and complete details will be in the Agreement sent with your card. **Pick Your Payment Due Date:** After the initial billing period, you may call Customer Service and select a new payment due date that is at least 6 days before or after the original assigned date. It will not be effective until the new due date appears on your statement. Your Account must be current to use this feature. You may only change your due date once in a 6 month period. Zero Fraud Liability: You must notify the Bank immediately of any unauthorized use. For details go to: Visa Zero Liability

CREDIT PROTECTION PROGRAM ("PROGRAM") DISCLOSURES:

This Product Is Optional: Your purchase of the Credit Protection Program ("Program") is optional. Whether or not you purchase the Program will not affect your application for credit or the terms of any existing credit agreement you have with the Bank.

Explanation of the Program Agreement: The Program cancels the Minimum Payment Due, as shown on your billing statement. The Credit Protection Program Agreement ("Agreement") describes the specific circumstances under which the Minimum Payment Due

may be cancelled for up to six (6) benefit payments if the **primary cardholder** becomes involuntarily unemployed or disabled. In the event of the **primary cardholder's** death, the Account may be eligible for balance cancellation, up to \$10,000.

Amount of Fee: The monthly Credit Protection Program fee is based on your Account balance each month multiplied by the unit-cost, which is \$0.96 (96 cents) per \$100, or part thereof.

Use of Card or Credit Line Restricted: During a benefit period, your Account will be closed and you may not use your Account for any purpose including Purchases, Cash Advances or payments to third parties.

Termination of the Program: You have the right to cancel your enrollment in the Program at any time, for any reason. Program fees assessed while you are in the Program will not be refunded.

The Bank has the right to cancel the Program, without notice, at any time and for any reason including, but not limited to, the following circumstances: if your Account is 60 days past due, your Account is over limit by 20% or more, Credit One Bank no longer owns the Account, we determine or have a reasonable belief that you have committed fraud on the Account, or you are approved for participation in one of our debt management programs.

Eligibility Requirements, Conditions and Exclusions: There are eligibility requirements, conditions, and exclusions that could prevent you from receiving benefits under the Program. Any current unemployment or disability will not be covered. You may find a complete explanation of the eligibility requirements, conditions and exclusions in the Involuntary Unemployment, Disability, Loss of Life, and Additional Terms & Conditions paragraphs of the Credit Protection Program Agreement. You can review the complete document at www.CreditOne.info anytime.

Brief Summary of Additional Important Terms:

- Finance Charges accrue on unpaid balances while receiving benefits.
- Any current unemployment or disability will not be covered.
- There is a 30 day waiting period from time of enrollment in the Program to be eligible for benefits, except for Loss of Life benefits.
- During the benefit period, your Account will be closed and you may not use your Account for any purpose.

<u>Certain Fees and Finance Charges Waived During Benefit Period:</u> During the benefit period, the Monthly Program Charge and any Late Payment Fee that may be incurred during the benefit period will be waived. If your Annual Membership Fee is billed monthly, the amount due during the benefit period will also be waived. If your Annual Membership Fee is billed annually and becomes due during the benefit period, assessment of this Fee will be

postponed. Assessment of these fees (as applicable) will resume after the benefit period ends. During the benefit period, periodic finance charges (interest) will continue to accrue on unpaid balances and will be posted to your Account in accordance with your credit card Cardholder Agreement.

Receiving the Agreement: You will receive the Credit Protection Program Agreement to review before you are billed any fees. It contains complete details about the Program and should be reviewed carefully. Should you decide the Program is not for you, simply cancel your enrollment within 30 days of your purchase effective date and you will not be billed any Program fees.

About Credit Protection

CREDIT PROTECTION will help you **make your payments** when you experience involuntary unemployment or disability. **There is even a loss of life benefit.**

CREDIT PROTECTION costs **\$.96 per \$100 of your balance**, or part thereof. For example, a \$450 balance would be calculated as $$.96 \times 4.5 = 4.32 for the month.

CREDIT PROTECTION is **optional** and is not required for credit approval.

OTHER DETAILS:

- Existing unemployment or disability is not protected. Only future events will be considered. There is a **30 day waiting period** after enrollment to qualify.
- If you work less than 20 hours per week or do not work at all, then you will not be eligible for unemployment benefits.
- Only the **primary cardholder** is protected. Authorized users and joint cardholders are not protected by Credit Protection.
- While receiving benefits, you will not be able to use your card.