CREDIT CARD AGREEMENT

F03-U556-7

Introduction

YOUR CARDHOLDER AGREEMENT

This document, together with your Rates and Fees Table, and any amendments make up the contract between you, the cardmember, and Citizens Bank, N.A. Any special offers related to your Account are subject to this Agreement, unless explained otherwise. We will refer to this document as your "Agreement." **THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION INCLUDING A NOTICE REGARDING THE RIGHT TO OPT OUT.**

ACCEPTANCE OF YOUR AGREEMENT

Your use of the Account or any payment on the Account indicates your acceptance of the terms of this Agreement.

Any Cards or checks issued to you belong to us. You agree to sign each Card before you use it. You agree to return your Cards and checks to us at any time, if we ask you. When you present your Card, we, a merchant, or any other party acting on our behalf can retain your Card, without prior notice to you.

CHANGES TO YOUR AGREEMENT

We may change the terms of this Agreement, including but not limited to Annual Percentage Rate (APR) and fees, from time to time. We may also add new terms, delete terms, or change any benefit, service, or feature on your Account. We may do this in response to the business, legal or competitive environment. Our ability to make changes to this Agreement is limited by applicable law. If required by applicable law, we will provide notice of the change to you before the effective date of the change. We will tell you in the notice if you have the right to reject the change.

PROMISE TO PAY

We have agreed to lend you money as described in this Agreement, and you agree to pay us back together with interest charges and fees. This promise includes paying for charges you make (even if you do not present your Card or sign the transaction), charges that other people make if you let them use your Account, and charges that additional authorized users make or permit others to make.

REWARDS

Your Account might provide you with the opportunity to earn rewards. If it does, we will separately provide you with a Reward Guide containing information and terms about your rewards.

WORDS USED IN THIS AGREEMENT

"Account" means the relationship established between you and us in this Agreement.

"Card" means any one or more credit cards that we issue to you or someone else with your authorization under this Agreement.

"We," "our" and "us" mean Citizens Bank, N.A., the issuer of your credit Card and the creditor under this Agreement, or any subsequent holder of this Agreement.

"You" and "your" mean anyone who

- applied for the Account (the "primary cardmember"),
- uses or maintains the Account, or
- otherwise agrees to pay for the Account or be obligated under this Agreement.

Using your account

AUTHORIZED USERS

If you ask us to issue a Card on this Account to another person or if you allow any person to use your Account, he or she is an authorized user. You are responsible for any use of your Account by an authorized user. Your Account does not permit you to limit the nature or amount of authority you give to any authorized user and you will not attempt to do so. An authorized user's authority will continue until you (i) notify us that you are terminating the authority and (ii) you physically retrieve any Card, checks and any other means of access to your Card. Otherwise, you will remain liable for any transactions that we cannot prevent.

Each authorized user's privilege ends automatically upon the death of all of the primary cardmembers. If any person uses the Card after the privilege ends, such use indicates his or her agreement to pay us, and we may, at our discretion, pursue the person for payment of any balance or charge resulting from his or her use of the Card. You agree to notify each authorized user that he or she is subject to the terms of this Agreement.

YOUR CREDIT LIMIT

We assign a total credit limit to your Account that we agree to extend to you at any one time. The total credit limit will include a separate limit for cash advances. This information will be shown on your Account statement.

Your available credit will be the amount of your total credit limit, minus the sum of:

(i) the new balance, (ii) any purchases, balance transfers or cash advances which have been authorized but not yet posted to your Account, and (iii) the amount of any payments that have not yet cleared. **We may change the amount of your total credit limit and the cash advance limit without prior notice to you.**

You agree not to exceed any part of your total credit limit. Even if we permit transactions that exceed any part of your total credit limit, you are responsible for those transactions. If we refuse any such transaction, we may advise the person attempting the transaction that it has been refused and we are not responsible or liable for taking such action.

PURCHASES

You can use your Card to buy or lease goods or services. Each of these transactions is a purchase. In addition, any credit life insurance charges, payment protection plan charges, Account fees set forth below, and other fees that are charged to your Account (except cash advance transaction fees) are treated as purchases and will be subject to the interest rate for purchases.

BALANCE TRANSFERS

We may, at our sole option, allow you to pay an amount you owe on an account you have with other creditors. This is called a balance transfer. We may pay the balance transfer amounts you have authorized up to your total credit limit, unless otherwise limited by the terms of the balance transfer. Balance transfers may not be used to make payments on accounts issued or held by us or our affiliates.

When you make a balance transfer, we will charge interest beginning on the transaction date, as described in more detail in the section Annual Percentage Rate

and Interest. We will also charge you a transaction fee as described in your Rates and Fees Table. The transaction fee will accrue interest at the APR for purchases. Balance transfers and balance transfer transaction fees may also be subject to promotional, special or additional terms. Such terms will be included as part of your Agreement.

CASH ADVANCES

A Cash Advance means the use of your Account for a loan in the following ways:

1) Obtaining cash from a financial institution or an ATM:

You can use your Card to obtain cash advances from any financial institution that accepts your Card and processes the transaction. The minimum amount of any cash advance you can obtain from a financial institution in one day is $20 and the maximum amount is $3,000 or the available amount of your cash advance limit, whichever is less.

You can also use your Card and personal identification number (PIN) to get a cash advance from any automated teller machine (ATM) that accepts your Card. The total amount of cash advances you can obtain from ATMs in one day is $500 or the available amount of your cash advance limit, whichever is less. We or the operators of ATMs may place additional limitations and requirements on cash advances you may obtain from ATMs.

Authorization for cash advances over a certain dollar amount or number may be refused under certain circumstances even though you have available cash. These restrictions may be for security or other reasons, such as the ATM or other electronic authorization system not working properly.

2) Convenience Checks:

A convenience check is any check we provide to you for accessing your account to obtain credit. A convenience check transaction is a cash advance. Convenience checks may not be used to make payment on any account issued or held by us or our affiliates. Convenience checks may be subject to promotional, special or additional terms, which are included as part of your Agreement.

We may pay the amount you have authorized up to your available credit limit, unless otherwise changed by the terms of the offer. We reserve the right to put conditions on the use of these checks and to reject, decline and return unpaid any check at our discretion. If we decline a check, you may have to pay returned check fees or other penalties to whomever you wrote the check. If you ask us to stop payment on a check, you will be charged a stop payment fee. If you transfer a balance using a convenience check, that transaction will be treated like any other convenience check transaction, unless we tell you otherwise. We do not certify or return these checks. Convenience checks may include an expiration date printed on the check. We will honor checks received for payment before the expiration date printed on the check, provided your account is open and in good standing, with available credit.

3) Purchasing a Cash Equivalent:

You may use your Card to enter into a cash equivalent transaction. This includes purchasing travelers checks, savings bonds, foreign currency, money orders, wire transfers, lottery tickets, gift cards, gambling chips or wagers, or similar products or services as determined by us.

When you obtain a cash advance we will charge interest beginning on the transaction date, as described in more detail in the section Annual Percentage Rate and Interest. We will also charge you a transaction fee as described in your Rates and Fees Table. The transaction fee will accrue interest at the APR for cash advances.

FOREIGN TRANSACTION/CURRENCY CONVERSION

If a foreign transaction fee applies to your Account, we will charge you a fee for transactions that are conducted in a currency other than U.S. Dollars. This includes, for example, online or phone purchases where the transaction is conducted in a currency other than U.S. Dollars. This fee is calculated on the U.S Dollar amount of the transaction. The transaction fee is an interest charge that will accrue interest at the APR for purchases.

Our network providers (e.g., Mastercard) convert transactions in foreign currencies into U.S. dollars. The type of card you have determines who does the conversion. Each network provider follows its own procedures, which it may change from time to time without notice to you at its discretion.

The exchange rate will be determined using either the range of rates available in the wholesale currency markets for the processing date or a government- mandated rate in effect on that date. The exchange rate used by our network providers may differ from the rate on the date of your transaction. You agree to accept and pay the U.S. Dollar amount converted from a foreign currency as provided in this section. We will deduct the applicable fees from this amount. This means that the amount of the credit may be different from the amount that was originally charged to your Account for the transaction.

ALLOWED USE

You agree to use your Account only for lawful purposes. You agree not to make or allow to be made any transactions which are illegal under any state or federal law. We may decline to approve any transaction which we reasonably believe is illegal under any state or federal law.

Your billing statement and making payments

BILLING STATEMENTS

We will send you a billing statement each month that you have a credit or debit balance of more than $1, when an interest charge has been imposed, or when there has been activity in your Account, unless we deem your Account uncollectible or delinquency collection proceedings have been instituted against you. In our discretion, we may choose to send you a statement even if you do not have a credit or debit of $1 or more.

Your statement will show the total amount that you owe us as of the end of the last billing cycle. It will also show the minimum payment you must make to us by the stated due date.

NOTIFYING US IF YOU FIND A MISTAKE

Unless you notify us in writing within 60 days of receipt, your billing statement will be deemed to be correct.

HOW TO MAKE A PAYMENT

Payments may be mailed to the address shown on your billing statement. Payments made by mail must be accompanied by the return portion of your statement. Payments must be made in U.S. Dollars drawn on a federally-insured depository institution located in the U.S. You authorize us to collect any payment check either electronically or by draft.

In addition to accepting payments by mail, we may permit you to make payments by electronic means, including by telephone or Internet, subject to any terms we may impose on these alternative methods of payment, including charging an expedited service fee of which we will inform you at that time. Also, we may permit you to make payments in person at one of our branches.

HOW WE CREDIT PAYMENTS

Payments received at the address shown on your billing statement before 5:00 P.M. Eastern Time will be credited by us for that day. Payments received after this time will be credited for the next business day. If your payment due date is on a day on which we do not receive mailed payments, a mailed payment received on the next business day will not be treated as late.

If you do not use one of the ways to make payments stated in this Agreement, the return portion of your statement is damaged and we are unable to identify your Account, or you do not comply with the payment requirements stated on your statement, crediting of your payments may be delayed up to 5 days or your payment may be rejected.

If a payment is received in person at one of our branches before the actual time of closing of the branch at which the payment is made, it will be credited by us for that day.

MINIMUM PAYMENT

You must pay at least the minimum payment due by the payment due date. You may pay the entire amount you owe us at any time. The minimum payment due and payment due date are shown on each billing statement. You also agree to pay amounts in excess of your credit limit when billed to your monthly statements or sooner if we ask. If you do not pay the minimum payment by the due date, we may charge you a late payment fee.

HOW WE CALCULATE THE MINIMUM PAYMENT

If your new balance is $30 or less, your minimum payment will be the new balance. Otherwise, it will be the greater of (i) $30; or (ii) equal to the total billed Interest charges (excluding transaction fees for balance transfers, cash advances, foreign transactions, and cash equivalents), and any billed late payment fees and 1% of the new balance.

Any amount past due and any amount over your total credit limit or cash advance limit may be added to the minimum payment. Your minimum payment, exclusive of interest charges, will be rounded to the nearest whole dollar. We may change your minimum amount due including increasing your minimum amount due subject to applicable law.

If you exercise your right to cancel contained in a change-in-terms notification, we may increase your minimum amount due. We may require (i) a method in which the minimum periodic payment includes a percentage of the outstanding balance that is twice the percentage required before the increase or (ii) a method which incorporates an amortization period of not less than 5 years. We may also choose a method that is no less beneficial to you than the other two methods previously described.

HOW PAYMENTS ARE APPLIED

Payments less than or equal to the minimum amount due will be applied in any order that we shall from time to time choose. Generally, payments less than or equal to the minimum amount due are applied to introductory, promotional or low rate balances before we apply payments to balances that are subject to standard or higher rates, regardless of when the transaction is made. Any amount of your payments that is greater than the minimum amount due will be applied first to balances with the highest APR, and then to each successive balance with the next highest APR, until the payment is exhausted.

RESTRICTIVE ENDORSEMENTS

Any conditional check, money order or any other instrument tendered with a restrictive endorsement or as a full satisfaction of a disputed debt must be sent to our address for billing error notices shown on each statement and must conspicuously state on the face of that payment or in an accompanying letter that it is tendered for this purpose. If you make payment in any other way and we accept it, we will not have waived our right to collect any amount from you owed under this Agreement.

Annual percentage rate and interest

ABOUT YOUR ANNUAL PERCENTAGE RATES

The APR or "annual percentage rate" is an annualized interest rate. Different APRs apply to different balances (called transaction types) on your Account, such as the balances on purchases, balance transfers and cash advances.

Your APRs may be either fixed or variable. Your Rates and Fees Table and your statement disclose whether you have fixed or variable rates. If an APR is variable, it may vary monthly as the Index rate changes and will be reset on the first day of each billing cycle. The Index rate is described in your Rates and Fees table. If the Index increases, the variable APRs will increase. Any increase in your APRs will apply to all unpaid purchases, balance transfers and cash advances (regardless of the transaction date), will increase the interest charge and may increase the minimum payment.

HOW WE CALCULATE INTEREST

In General. We calculate the interest charge separately for each transaction type (purchases, balance transfers, and cash advances) as well as for any applicable promotional rate. This means that your Account may have separate balances for each transaction type. The total interest charged for a billing cycle is the sum of the interest charged for each balance.

We use the average daily balance (including new purchases) method, which means we calculate a daily balance for each type of transaction and use the daily balances to determine your interest charges. According to this method, we calculate the interest charge for each balance by

- applying the "daily periodic rate" to the "average daily balance" and
- multiplying the result by the number of days in the billing cycle.

WE CALCULATE ITS COMPONENTS IN THE FOLLOWING WAY:

The "daily periodic rate" is a daily interest rate. The daily periodic rate for each transaction type is equal to the APR for that transaction type divided by 365.

To get the "average daily balance" for each transaction type we add up the daily balances and then divide the result by the total number of days in the billing cycle. If any day's daily balance is a credit balance, we will treat it as a balance equal to $0.00.

We calculate the "daily balance" by

- taking the "beginning balance" of the day,
- adding any new charges and applicable fees,
- except for the first day of the billing cycle, adding the amount of any interest equal to the prior day's daily balance multiplied by the daily periodic interest rate, and
- subtracting any payments or credits.

The "beginning balance" for the first day of the billing cycle is generally the ending balance for the prior billing cycle, including unpaid interest. For the rest of the billing cycle, the beginning balance is the prior day's daily balance.

The addition of the prior day's interest to the daily balance calculation causes interest to compound daily. We may, at our discretion, round these amounts, subject to any restrictions under applicable law.

MINIMUM INTEREST CHARGE

If any interest charge is due, we will charge you at least the minimum interest charge shown on your Rates and Fees Table.

HOW TO AVOID INTEREST CHARGES

You can avoid interest charges on purchases if you pay your entire balance by the payment due date every month. You will not pay interest for an entire billing cycle ("interest-free period" or "grace period") on new purchases and fees if you paid the entire balance by the payment due date on your previous billing statement. The interest-free period or grace period is the time when you are not charged interest on new purchases and fees. We will not charge you interest on any portion of a purchase balance you repay while that balance is subject to an interest-free period. The payment due date will be at least 21 days from the statement date. To maintain the interest-free period, you must continue to pay your entire balance every month.

You will lose your interest-free period if, at any time, you pay less than the entire balance shown on your billing statement. If you lose your interest-free period, the unpaid balance for purchases will be charged interest beginning on the transaction date and will continue to be charged until payment in full is credited to your Account. The transaction date for purchases is the day you make the purchase as shown on your statement.

Once the interest-free period is lost, you may owe interest charges even if you pay the entire balance stated on your most recent billing statement by the due date. This occurs because, interest continues to accrue every day on the balance shown on your most recent statement until your payment in full is credited to your Account. The

interest charged from the date of the billing statement until the payment is credited to your Account will be included in your next billing statement.

There is no interest-free period for cash advance or balance transfer transactions. You will pay interest on cash advance and balance transfer transactions starting on the transaction date until you pay the entire amount in full. The transaction date for balance transfers is the day you make the balance transfer as shown on a statement. The transaction date for cash advances and related cash advance fees is the day you receive the cash advance.

Default

YOU ARE IN DEFAULT IF ANY ONE OF THE FOLLOWING EVENTS HAPPEN

- you fail to make any payment when it is due;
- you have exceeded one or more of your credit limits;
- you provide us false, misleading, or fraudulent information;
- we become aware that you are using your Card for illegal or fraudulent purposes;
- you fail to comply with any term of this Agreement or other agreements with us or any of our affiliated banks;
- you are not paying your debts as they become due or you are bankrupt or insolvency proceedings are filed against you;
- a payment you made is rejected or cannot be processed;
- you die or are legally declared incompetent or incapacitated; or
- we otherwise reasonably believe that you may be unwilling or unable to pay your debts on time.

OUR RIGHTS IF YOU ARE IN DEFAULT

We may reduce your total credit limit and/or your cash credit limit, increase your minimum payment, close your Account or suspend or terminate credit privileges if you are in default. We may, to the extent permitted by law, demand immediate payment of the total balance.

PENALTY APR RATE FOR NEW TRANSACTIONS

We may apply the penalty APR rate to new transactions if you:

- Do not pay at least the minimum payment due by the payment due date;
- Make a payment that is returned;
- Go over your credit limit; or
- Do any of the above on another account that you have with us.

Please refer to your Rates and Fees Table to determine if a penalty APR rate applies to your Account. If the penalty APR rate is triggered, we will provide notice to you as required by applicable law. This rate may apply indefinitely.

PENALTY APR RATE FOR EXISTING BALANCES

If we do not receive your minimum payment due within 60 days of the due date we may apply the penalty APR rate to all your existing balances and all future balances.

Please refer to your Rates and Fees Table to determine if a penalty APR rate applies to your Account. If the penalty APR rate is triggered, we will provide notice to you as required by applicable law. If for 6 consecutive billing cycles following the cycle in which the penalty APR rate is imposed, you make all required minimum payments by their payment due dates, we will reinstate your APR on purchases, balance transfers and cash advances.

COLLECTION COSTS

If you are in default, we may refer your Account for collection or take any other actions permitted by this Agreement or applicable law. If we do, you agree to pay the reasonable fees and expenses of our collection agency or other person collecting your Account, as permitted by law, including reasonable attorneys' fees and alternative dispute resolution costs.

NEW HAMPSHIRE RESIDENTS: If you prevail in any action, suit or proceeding we bring or in an action you bring in connection with this Agreement, reasonable attorneys' fees shall be awarded to you. If you successfully assert a pertinent defense, set off, recoupment or counterclaim to an action brought by us, the court may withhold from us the entire amount or such portion of the attorneys' fees as the court deems appropriate.

WEST VIRGINIA RESIDENTS: Reference to the payment of attorneys' fees and court costs in the terms of this Agreement is void.

Account fees

The following fees may be assessed on your Account (these are considered Account fees). If any fee in your Rates and Fees Table is marked none, the section of this Agreement that relates to that fee does not apply. Unless we tell you otherwise, all Account fees are treated as purchases (except that transaction fees for a cash advance are treated as a cash advance).

CARD REPLACEMENT FEE

If we replace a stolen, lost or damaged Card, we may charge your Account a Card replacement fee of $10. We may charge additional fees for expedited or overseas delivery of your replacement Card.

COPY FEE

We may charge your Account a copy fee of $5 for each page of photocopy of any sales slip or other record of your Account plus $30 per hour for the time it takes our employees or agents to make the copies, to the extent permitted by law.

STOP PAYMENT FEE

We may charge your Account a stop payment fee of $29 when you request that we stop payment of a check you have requested (including balance transfer checks and other checks that access your Account). You may make a stop payment request by calling us or by writing to us. We will accept a stop payment request provided that we receive the stop payment notice in a reasonable time before we have accepted, paid in cash, made final payment on or otherwise become obligated to pay such check, except to the extent otherwise required by applicable law. Stop payment requests will remain in effect for six months unless renewed in writing or by calling us before the expiration of the 6-month period.

LATE PAYMENT FEE

We may charge your account a late payment fee if we do not receive your minimum payment by the payment due date. Your late payment fee is **$27** for the first occurrence and up to **$38** for additional occurrences during the next six billing cycles. In no event will your late payment fee exceed the minimum payment. No late fee will be assessed if your minimum payment is less than $30.

ANNUAL MEMBERSHIP FEE

Please refer to your Rates and Fees Table to determine if an annual membership fee applies to your Account and, if applicable, the amount of the fee.

BALANCE TRANSFER TRANSACTION FEE, CASH ADVANCE TRANSACTION FEE, FOREIGN TRANSACTION FEE

Please refer to your Rates and Fees Table (or if relevant, a special offer) to determine the amount of this fee.

Closing an account

HOW TO CLOSE YOUR ACCOUNT

You may close your Account by calling us or writing to us. If there are multiple primary cardmembers on your Account, any one of you may close your Account at any time. We may immediately close your Account after we receive such a request, without giving notice to other cardmembers on your Account. You agree that you will not hold us responsible for any costs, damages or inconvenience you suffer as a result of the closing of your Account by any cardmember on your Account.

WHEN WE MAY CLOSE YOUR ACCOUNT

Even if you are not in default, we may, at any time: (i) reduce your total credit limit and/or cash advance limit; (ii) close your Account; (iii) cancel or suspend your privileges to make further purchases and balance transfers or obtain cash advances; or (iv) cancel or suspend any Account privileges or benefits. We can also reissue a different card to you at any time.

WHAT YOU MUST DO WHEN YOUR ACCOUNT IS CLOSED

When your Account is closed, you must contact anyone authorized to charge transactions to your Account, such as internet service providers, health clubs or insurance agencies. Those transactions may continue to be charged to your

Account until you change the billing. Also, if we believe that you have authorized a transaction or are attempting to use your Account after you have requested to close the Account, we may allow the transaction to be charged to your Account and you will be responsible for payment under the terms of this Agreement.

WHAT HAPPENS WHEN YOUR ACCOUNT IS CLOSED

If you close your Account, or we close your Account, you may not make any further purchases and balance transfers or obtain cash advances. If you use your card after closing your Account and we extend credit as a convenience to you, you remain responsible for paying those charges. If we or you close your Account, we may, at our option, require you to pay the entire balance of your Account at once or permit you to pay the balance in monthly payments as provided in this Agreement or otherwise, as we determine. Other Account fees, such as a late payment fee, will apply as applicable. If an annual membership fee applies and you close your Account after the annual membership fee is billed, we will remove the fee from your Account, provided your Account is closed within 30 days after we mailed your statement on which the fee was charged to your Account. You may pay any balance due on your Account at any time.

Other important information

HOW TO CONTACT US

Unless we tell you otherwise, you can contact us by phone: TOLL FREE 1-800-426-1114 or in writing: Credit Card Services – Customer Service, P.O. Box 7092, Bridgeport, CT 06601. When writing, please include your name, address, home phone number, and Account number.

A telephone call will not preserve your rights under federal law.

CHANGING YOUR BILLING ADDRESS

We will send statements and notices to your last known address. You promise to notify us promptly of any change in your address by following the notification method provided in the How to Contact Us section. If you have more than one Account, you need to notify us separately for each Account.

MULTIPLE CARDMEMBERS

If there are two or more cardmembers obligated under this Agreement, we can send statements and notices to any one. Any notice we mail to an address provided by any of you for the Account will serve as notice to all of you. Each cardmember obligated under this Agreement is jointly and severally liable for all amounts charged to the Account regardless of which cardmember incurred the charges to the Account.

WE MAY CONTACT YOU

You authorize us (and our affiliates, agents and contractors) to contact you at any number you provide to us, from which you call us, or at which we believe we can reach you, and that we may contact you for any reason, including regarding any request you make for a loan or other product, to service or collect on every account you currently have with us or may have with us in the future and regarding any other products or services we are providing to you or which we provide to you in the future. You authorize us to contact you in any manner, including by means of automated dialing devices, prerecorded messages, wireless push notifications, or text messages, even if you are charged for receiving the communication and even if you will receive the communication on a mobile or wireless device. You agree that such calls are not unsolicited and that we may monitor and/or record them. You also agree to receive emails from us to any address where we reasonably believe that we may contact you.

CREDIT INFORMATION

You agree that we will obtain credit reports about you, investigate your ability to pay, and obtain information about you from other sources including information to verify and re-verify your employment and income. We will use such information for any purposes, subject to applicable law.

We may report information about your Account to credit bureaus. Negative credit information, including late payments, missed payments, or other defaults on your Account may be reflected in your credit report. We may report Account information in your name and the names of authorized users. If you believe we have furnished inaccurate or incomplete information about you or your Account to a credit reporting agency, write to us at: Disputes, P.O. Box 7092, Bridgeport, CT 06601. Please include your name, address, home phone number and Account number, and explain what you believe is inaccurate or incomplete with supporting information.

INFORMATION SHARING

You authorize us to share information about you and your Account with affiliates and third parties, unless the law or our Privacy Notice prohibits us from doing so. Please see our Privacy Notice for your choices about information sharing. This includes information we get from you and others. It also includes information about your transactions with us.

UNAUTHORIZED USE

If you notice the loss or theft of your Card or possible unauthorized use of your Card, you should immediately call us TOLL FREE at 1-800-443-0164. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, if there is unauthorized use of your Card, your liability will not exceed $50.

IF YOUR ACCOUNT HAS A CREDIT BALANCE

You may request a refund of credit balances at any time by writing. If you don't request a refund, we will apply credit balances to new transactions unless a refund is required by law. If you have a credit balance that is less than $1,000 or such other amount as we may determine, you may be able to request a refund over the telephone.

EVENTS BEYOND OUR CONTROL

Except as otherwise required by applicable law, we are not responsible and will incur no liability to you for any failure, error, malfunction or any delay in carrying out any of our obligations under this Agreement if any such failure, error, malfunction or delay results from causes beyond our reasonable control.

NO LIABILITY FOR REFUSAL TO HONOR

We are not liable for any refusal to honor your Account. This can include a refusal to honor your Card or Account or any check written on any transaction on your behalf. We are not liable for any retention of your Card by us, any other financial institution, or any provider of goods or services.

NO RESPONSIBILITY FOR UNAUTHORIZED ACCESS OR INQUIRIES

We are not responsible for unauthorized inquiries about your account or access to your Account information. You agree that so long as we are in compliance with applicable law and regulation that we will not be responsible or liable for the release of information to anyone who has gained access to your Account or Account information.

GOVERNING LAW

This Agreement and use of your Account are governed by federal law. To the extent that federal law does not govern, Connecticut law will apply, no matter where you live or use your Account. We accept this Agreement in Connecticut. Decisions about granting credit to you are made in Connecticut and all credit extended under this Agreement is extended by us from Connecticut.

SEPARATION OF INVALID PROVISIONS

If any part of this Agreement becomes invalid under applicable law, the remainder of this Agreement will remain valid and in effect. If your Account is subject to a law setting maximum loan rates, fees or charges which is finally interpreted so that the charges on your Account would exceed permissible limits, then any such charge will be reduced (including retroactively) to permitted limits and any amount collected from you exceeding those limits will be refunded to you.

OUR RIGHT TO DELAY ENFORCEMENT

We can delay enforcing any of our rights under this Agreement without losing any of them.

ASSIGNMENT

We may, at any time and without notice to you, sell, assign or transfer your Account, any amount due in your Account, this Agreement or our rights and obligations under your Account or this Agreement to any person or entity. The person or entity to whom we make any such sale assignment or transfer is entitled to all of our rights and is subject to all of your obligations under this Agreement, to the extent sold, assigned or transferred.

ARBITRATION AGREEMENT

This section constitutes the Arbitration Agreement between you and us.

READ THIS SECTION CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL DISPUTES BETWEEN YOU AND US ARE RESOLVED. If you do not opt out, for a dispute subject to arbitration, neither you nor we will have the right to: (1) have a court or a jury decide the dispute; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action in court or in arbitration; or (4) join or consolidate a claim with claims of any other persons. Arbitration procedures are simpler and more limited than rules applicable in court. The decision of the arbitrator is generally final and binding.

You have the right to cancel or opt out of this Arbitration Agreement as set forth below.

SPECIAL DEFINITION OF "WE," "US" AND "OUR"

Solely for purposes of this Arbitration Agreement, the terms "we," "us" and "our," in addition to the meanings set forth in this Credit Card Agreement (the "Card Agreement"), also refer to our employees, officers, directors, parents, controlling persons, subsidiaries, affiliates, successors and assigns.

BINDING ARBITRATION

If you have a dispute with us, and we are not able to resolve the dispute informally, you and we agree that upon demand by either you or us, the dispute will be resolved through the arbitration process as set forth in this part. A "claim" or "dispute," as used in this Arbitration Agreement, is any unresolved disagreement between you and us, arising from or relating in any way to the Card Agreement (including any renewals, extensions, addendums or modifications), the credit relationship between us, or relating to any reward program, feature, or benefit. It includes any disagreement relating in any way to services, accounts or any other matters; to your use of any of our banking facilities; or to any means you may use to access your account(s). Any claims or disputes arising from or relating to the advertising of our services, the application for, or the approval or establishment of your Account are also included. Claims are subject to arbitration, regardless of what theory they are based on, whether they seek legal or equitable remedies, or irrespective whether they are common law or statutory (federal or state) claims. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist, or may arise in the future. Disputes include disagreements about the meaning, application or enforceability of this Arbitration Agreement.

TRIAL WAIVER

YOU AGREE THAT YOU AND WE ARE WAIVING THE RIGHT TO A JURY TRIAL AND TRIAL BEFORE A JUDGE IN A PUBLIC COURT. As the sole exception to this Arbitration Agreement, you and we retain the right to pursue in small claims court (or an equivalent state court) any dispute that is within that court's jurisdiction, so long as the disputes remain in such court and advance only an individual claim for relief. If either you or we fail to submit to binding arbitration of an arbitrable dispute following lawful demand, the party so failing shall bear all costs and expenses incurred by the other in compelling arbitration.

CLASS ACTION AND CLASS ARBITRATION WAIVER

DISPUTES BY OR AGAINST OTHERS IN ANY COURT ACTION OR ARBITRATION, OR TO INCLUDE IN ANY COURT ACTION OR ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY, UNLESS THOSE PERSONS ARE JOINT ACCOUNT BORROWERS OR BENEFICIARIES ON YOUR ACCOUNT. This is so whether or not the claim has been assigned. NEITHER YOU NOR WE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE.

ARBITRATION PROCEDURES

You or we may submit a dispute to binding arbitration at any time, regardless of whether a lawsuit or other proceeding has been previously commenced.

Each arbitration, including the selection of the arbitrator(s) shall be administered by the American Arbitration Association (AAA), or JAMS according to such forum's rules and procedures. You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating arbitration by contacting these arbitration forums:

American Arbitration Association
1-800-778-7879 (toll-free) | website: www.adr.org

JAMS
1-800-352-5267 (toll-free) | website: www.jamsadr.com

In the event that JAMS or the AAA is unable to handle the dispute for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties pursuant to the AAA rules of procedure; or, if the parties cannot agree, selected by a court in accordance with the Federal Arbitration Act (Title 9 of the United States Code) ("FAA"). To the extent that there is any variance between the selected forum's rules and this Arbitration Agreement, this Arbitration Agreement shall control.

If you initiate the arbitration, you must notify us in writing at Credit Card Services – Arbitration, P.O. Box 7092, Bridgeport, CT 06601. If we initiate the arbitration, we will notify you in writing at your last known address in our file.

The arbitration shall take place in the federal judicial district in which you reside, unless the parties agree to a different location in writing. Arbitrators must be members of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the dispute. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation.

The arbitrator will follow applicable substantive law to the extent consistent with the FAA. The arbitrator will give effect to the applicable statutes of limitation and will dismiss

barred claims. In addition, you or we may submit a written request to the arbitrator to expand the scope of discovery normally allowable. At the timely request of either you or us, the arbitrator must provide a brief written explanation of the basis for the award. A judgment on the award may be entered by any court having jurisdiction.

You and we agree that in our relationship arising from this Card Agreement:

(1) the parties are participating in transactions involving interstate commerce;
(2) the arbitrator shall decide any dispute regarding the enforceability of this arbitration agreement; and (3) this Arbitration Agreement and any resulting arbitration are governed by the provisions of the FAA, and, to the extent any provision of that act is inapplicable or unenforceable, the laws of the state that govern the relationship between you and us.

No arbitrator shall have authority to entertain any dispute on behalf of a person who is not a named party, nor shall any arbitrator have authority to make any award for the benefit of, or against, any person who is not a named party.

ARBITRATION COSTS

The party initiating the arbitration (or appeal of the first arbitration award) shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so; or if you ask us in writing and we determine in good faith there is justifiable reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but the arbitrator will have the authority to award attorneys and expert witness fees and costs to the extent permitted by either the Card Agreement, the forum's rules or applicable law.

ARBITRATION AWARD AND APPEAL

The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the FAA. However, any party can, within 30 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the forum. The panel shall reconsider anew all factual and legal issues, following the same rules of procedure and decide by majority vote. Reference in this Arbitration Agreement to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the above paragraph entitled "Arbitration Costs." Any final decision of the appeal panel is subject to judicial review only as provided under the FAA.

SEVERABILITY AND SURVIVAL

If any part of this Arbitration Agreement, other than the Class Action Waiver, is deemed or found to be unenforceable for any reason, the remainder shall be enforceable. The Class Action Waiver is non-severable, if deemed or found to be unenforceable for any reason, the whole Arbitration Agreement shall be void and null. This Arbitration Agreement shall survive the closing of your Account and the termination or modification of any relationship between us.

NOTICE AND CURE; SPECIAL PAYMENT

Prior to initiating an arbitration, you may give us a written Claim Notice describing the basis of your claim and the amount you would accept in resolution of the Claim, and a reasonable opportunity, not less than thirty (30) days, to resolve the claim. Such a Claim Notice must be sent to us by certified mail, return receipt requested, at Credit Card Services – Arbitration, P.O. Box 7092, Bridgeport, CT 06601. This is the sole and only method by which you can submit a Claim Notice. If (i) you submit a Claim Notice in accordance with this paragraph on your own behalf and not on behalf of any other party; (ii) you cooperate with us by promptly providing the information we reasonably request; (iii) we refuse to provide you with the relief you request; and (iv) the matter then proceeds to arbitration and the arbitrator subsequently determines that you are entitled to such relief (or greater relief), you will be entitled to a minimum award of at least $3,000 (not including any arbitration fees and attorneys' fees and costs to which you will also be entitled). You should address all claims you have in a single Claim Notice and/ or a single arbitration. Accordingly, this $3,000 minimum award is a single award that applies to all claims you have asserted or could have asserted in the arbitration, and multiple awards of $3,000 are not contemplated.

COLLECTION COSTS

Except where prohibited by law, if we take court action or commence an arbitration proceeding against you for collection after you default, or if you elect arbitration of a collection action we have brought against you in court, you will also be liable for court or arbitration costs, other charges or fees, and reasonable attorneys' fees, should we prevail in such court action or arbitration.

RIGHTS PRESERVED

This Arbitration Agreement does not prohibit you or us from exercising any lawful rights or using other available remedies to preserve, or obtain possession of property; exercise self-help remedies, including setoff rights; or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment or the appointment of a receiver by a court of competent jurisdiction.

RIGHT TO CANCEL OR OPT OUT OF THIS ARBITRATION AGREEMENT

You may opt out of this Arbitration Agreement to resolve any claim or dispute by arbitration. To opt out of this Arbitration Agreement, you must send us written notice of your decision within forty-five (45) days of the opening of your Account or of receiving the Arbitration Agreement for the first time. Such notice must clearly state that you wish to cancel or opt out of the Arbitration Agreement section of this Card Agreement. It should include your name, address, Account name, Account number and your signature and must be mailed to Credit Card Services – Arbitration, P.O. Box 7092, Bridgeport, CT 06601. This is the sole and only method by which you can opt out of this Arbitration Agreement. Your exercise of the right to opt-out will not affect any remaining terms of this Card Agreement and will not result in any adverse consequence to you or your Account. You agree that our business records will be final and conclusive evidence with respect to whether you cancelled or opted out of this Arbitration Agreement in a timely and proper fashion.

Your billing rights – keep this document for future use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT

If you think there is an error on your statement, write to us at Credit Card Services – Disputes, P.O. Box 7092, Bridgeport, CT 06601-3211.

In your letter, give us the following information:

- Account Information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

YOU MUST CONTACT US:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled. If you want to stop payment on the amount you think is wrong.

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

What will happen after we receive your letter

WHEN WE RECEIVE YOUR LETTER, WE MUST DO TWO THINGS:

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

WHILE WE INVESTIGATE WHETHER OR NOT THERE HAS BEEN AN ERROR:

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

AFTER WE FINISH OUR INVESTIGATION, ONE OF TWO THINGS WILL HAPPEN

If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.

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

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we do not follow all of the rules above, you do not have to pay the first $50 of the amount you question even if your bill is correct.

YOUR RIGHTS IF YOU ARE DISSATISFIED WITH YOUR CREDIT CARD PURCHASES:

If you are dissatisfied with the goods or services that you have purchased with your credit card and you have tried in good faith to correct the problem with the merchant, you may have the right to not 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: Credit Card Services – Disputes, P.O. Box 7092, Bridgeport, CT 06601-3211.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you of our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

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Rates and Fees Table

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	**12.99% to 22.99%.** This APR will be based on your creditworthiness and will vary with the market based on LIBOR.* Introductory APRs with varying durations may be available on some accounts.
APR for Balance Transfers	**12.99% to 22.99%.** This APR will be based on your creditworthiness and will vary with the market based on LIBOR* Introductory APRs with varying durations may be available on some accounts.
APR for Cash Advances	**22.99%**. This APR will vary with the market based on LIBOR.*
Penalty APR and When It Applies	**NONE**
Paying Interest	Your due date is at least 21 days after the close of each billing cycle. We will not charge you interest on Purchases if you pay your entire balance by the due date of each month. You will pay interest on Cash Advances, Balance Transfers and Convenience Checks from the transaction date**.**
Minimum Interest Charge	If you are charged interest, charge will be no less than $1.50
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	
Annual Fee	**NONE**
Transaction Fees - Balance Transfer - Cash Advance - Foreign Transaction	 Either **$10** or **3%** of the amount of each transfer, whichever is greater. Cash Loans, ATM Loans, and Convenience Check Loans: Either **$10** or **up to 3%** of the amount of each advance, whichever is greater. Cash Equivalent Transactions: Either **$20** or **5%** of the amount of each advance, whichever is greater **NONE**
Penalty Fees - Late Payment - Returned Payment - Over- the-Credit Limit	 Up to **$38** **NONE** **NONE**

How we will Calculate your Balance: We will use the method called "average daily balances (including new purchases)." See Cardholder Agreement for more details.

Loss of Introductory APR: We may end your Introductory APR and apply the Purchase APR if you make a late payment.

*Your APR for Purchases and Balances Transfers may vary monthly and will be reset on the first day of each billing cycle by adding the index to a margin of **11.74%-21.74%** percentage points. The APR for Cash Advances is determined monthly by adding the index to a margin **21.74%** percentage points. The Index is determined monthly and it is the three month LIBOR (London Interbank Offered Rate) published in the northeastern edition of *The Wall Street Journal* in its Money Rates table on the first day of the preceding month rounded up to the nearest one-quarter of a percentage point. If the first day of the preceding month is not a business day, the Bank will use the three month LIBOR published on the next business day.

The information about costs of the card described in this application is accurate as of March 31, 2017. This information may have changed after that date. To find out what may have changed, call us toll free at 1-800-426-1114 or write to us at Credit Card Services, P.O. Box 7092, Bridgeport, Connecticut 06601-7092.

CITIZENS BANK CASH BACK PLUS WORLD MASTERCARD® REWARD GUIDE - PROGRAM TERMS AND CONDITIONS

F03-W048-4

This Reward Guide governs the Cash Back Plus World MasterCard® Rewards Program (the "Program"). By using the Cash Back Plus credit card (the "Card"), you agree to the terms and conditions governing the Program. The Program allows you to receive Cash Back Plus Reward Points ("Reward Points"). Your continued participation in the Program is also governed by the terms and conditions of your Cardholder Agreement. Cardholder Agreement refers to the agreement governing the terms of your Card account. Please review this document and keep it for your reference, along with your Cardholder Agreement.

"You" and "your" mean the person(s) who applied for the Card. "We," "our," "us," and "Citizens Bank" mean Citizens Bank, N.A. and any of its affiliates.

Reward Points at a Glance

Base Rewards: Earn 1.5% base Reward Points for every dollar you spend on eligible net purchases with no limits and no categories, as long as your account is in good standing. A Card account is in good standing if your Card is open and has charging privileges.
Bonus Rewards:
Purchase Bonus: Earn an additional 10% on your base Reward Points when you make at least one purchase each month for 6 consecutive calendar months.
Relationship Bonus: Earn an additional 10% on the base Reward Points and Purchase Bonus points that you redeem via direct deposit into a Citizens Bank personal checking, savings or money market account. Take advantage of both bonuses to earn up to 1.8% cash back.
Redeem: Redeem Reward Points in increments of 25 for $25 in cash back. You can redeem your Reward Points online or by telephone either as a direct deposit into a Citizens Bank personal checking, savings, or money market account or as a credit to your Cash Back Plus credit card statement ("Credit Card Statement Credit").
Expiration: No expiration as long as your Card account is in good standing and you make an eligible Purchase once every 12 months. If you do not make at least one purchase once every 12 months, Reward Points will be forfeited.

Earning Rewards

HOW TO EARN REWARD POINTS:

- You will earn base Reward Points of 1.5% for every dollar you spend on all eligible net purchases charged to the Card. A net purchase is the amount of a purchase less any credits, returns and adjustments ("Purchase").
- A Purchase includes the total amount of each sale including sales tax and gratuities.
- Purchases resulting in fractions will be rounded up to the nearest whole cent if greater than 0.005 and rounded down if equal to or less than 0.005.
- You will begin earning Reward Points on the date we mail the Card and the Cardholder Agreement to you. If you are an existing credit card customer and you are converted to the Program, you will begin earning Reward Points once the request is processed.
- If you previously had a credit card account with us, which was converted to the Program, existing purchase balances which are transferred to this account are not eligible for the Program. Only Purchases made with your Card are eligible for this reward Program.
- Your Card account must be in good standing in order to earn Reward Points. An account is in good standing if your Card is open and has charging privileges.
- From time to time, special promotions may feature bonus Reward Points, details will accompany the offer. Additional restrictions may apply.

WHAT IS AN ELIGIBLE PURCHASE:

- An eligible Purchase is any lawful purchase to buy or lease goods or services except as limited below:
  - Balance transfers and cash advances, including convenience checks and travelers' checks, money orders and other cash equivalents.
  - Account fees or charges, returned check charges, interest charges, or fees related to plans offered by us such as life insurance or payment protection plans.
  - Fraudulent purchases or unauthorized charges to your account.
  - Wire transfers fees.
  - Lottery tickets or gambling charges.
- We are not responsible for any mistakes made by a merchant regarding a purchase. For example, if a merchant incorrectly identifies the purchase as a gambling purchase, we do not have to provide Reward Points for that purchase.
- Only eligible Purchases qualify for Reward Points.

Bonus Rewards

PURCHASE BONUS:

- Purchase Bonus allows you to earn an additional 10% on your base Reward Points when you make at least one eligible Purchase each month for 6 consecutive calendar months. The 10% bonus will be received in the seventh month and will reflect the 10% bonus for all base Reward Points earned during the previous six calendar months.
- After the initial 6 month period, cardholders will continue earning the Purchase Bonus as long as they continue to make one eligible purchase each consecutive month. The subsequent bonus will be received monthly and will reflect the 10% bonus for the base Reward Points earned during the previous calendar month. If you fail to make an eligible Purchase in the month, your Purchase Bonus counter will reset to zero and you will not be eligible for the Purchase Bonus until you make one eligible Purchase each month for 6 consecutive calendar months.
- An eligible Purchase is counted from the date of purchase. A date of purchase is determined by the date the merchant processes your transaction. For example, if a merchant processes your transaction on January 31, but the Purchase is not posted until February, the Purchase counts towards January. Consult the merchant for questions on when your transaction will be processed.
- While the majority of Purchases will post quickly, in rare instances, a Purchase may not post to your account for several months. If a Purchase posts to your account more than 2 months after the purchase date, we will count the Purchase for the month in which it posts, not the date of purchase.
- Returns and credits do not affect your Purchase Bonus eligibility. Returns and credits will, however, reduce the number of Reward Points earned. For example, in January, you make one Purchase totaling $700.00 and you return one Purchase totaling $600.00. The return does not forfeit the Purchase Bonus eligibility, but it reduces the total eligible Purchases to $100.00 for Reward Point eligibility.

RELATIONSHIP BONUS:

- Relationship Bonus allows you to earn an additional 10% on the base Reward Points and Purchase Bonus points that you redeem via direct deposit into a Citizens Bank personal checking, savings, or money market account.
- Example: If you deposit 25 Reward Points into your Citizens Bank personal checking, savings, or money market account, this will result in a Relationship Bonus of 2.50 Reward Points. The deposit will post as two separate transactions. There will be a deposit of $25.00 and a separate deposit for $2.50 for the Relationship Bonus.
- If a Relationship Bonus deposit is rejected, it will automatically be reissued as a Credit Card Statement Credit.

- **You may be issued an Internal Revenue Service Form 1099 (or other appropriate form) that reflects the value of the Relationship Bonus. Please consult your tax advisor. Citizens Bank does not provide tax advice.**

Redeeming Rewards

WHEN CAN YOU REDEEM YOUR REWARD POINTS:

- Reward Points can only be redeemed if your account is in good standing. You can redeem Reward Points in increments of 25 for $25 in cash back. You can redeem as a direct deposit into your Citizens Bank personal checking, savings, or money market account or as a Credit Card Statement Credit.
- You can visit our website at www.citizensbank.com/rewards or refer to your monthly credit card statement to see how many Reward Points you've earned.

HOW YOU CAN REDEEM YOUR REWARD POINTS:

- You may redeem your Reward Points by submitting a request online at www.citizensbank.com/rewards or contacting a customer service representative by telephone at 1-855-287-3910.

WHAT ARE THE REDEMPTION METHODS:

REDEMPTION THROUGH ELECTRONIC DEPOSIT INTO YOUR CITIZENS BANK DEPOSIT ACCOUNT:

- Reward Points can be redeemed as a direct deposit into your Citizens Bank personal checking, savings or money market account. You must be an owner on the account and the account must be in good standing and able to accept deposits. Reward Points may not be deposited into passbook and club savings, certificate of deposits or IRA accounts.
- If an electronic transfer is rejected, the reward redemption will automatically be reissued as a Credit Card Statement Credit.

REDEMPTION THROUGH CREDIT CARD STATEMENT CREDIT:

- Reward Points can be redeemed as a Credit Card Statement Credit to the Card that earned the Reward Points.
- Reward Point redemptions may reduce your account balance but cannot be applied toward any minimum payments. You are still responsible for paying your minimum monthly payment.
- If your Card is closed upon your request or by us before the Credit Card Statement Credit posts to your account, all Reward Points are forfeited (except if your Card has been reported as lost or stolen, subject to verification).

WHAT YOU NEED TO KNOW ABOUT REDEMPTION:

- Reward Points are deducted on the date you request redemption. Redemptions, however, may not be applied to your deposit account or credit card account for up to 10 business days.
- Returned purchases, reversed transactions, refunds, credits or chargebacks will reduce your Reward Points by the number of Reward Points you previously received for the Purchase. You may incur a negative Reward Points balance. We may offset a negative balance with future Reward Points.
- Only the primary cardholder may request to redeem Reward Points. Authorized users on the account may not request to redeem Reward Points.
- Reward Points must be redeemed by an individual. Corporations, partnerships or entities may not redeem Reward Points.
- All Reward Points redemptions are final.

Expiration, Suspension or Forfeiture of Reward Points

- There is no expiration date on your Reward Points as long as your account is in good standing and you make at least one eligible Purchase once every 12 months. If you do not make at least one purchase once every 12 months, Reward Points will be forfeited.
- If your Card account is reinstated to good standing before the account is closed, you will again be eligible to redeem Rewards Points.
- If you voluntarily close the Card or we close the Card (for any reason permitted by the Cardholder Agreement), all Reward Points are immediately and irrevocably forfeited.

Changes to or Cancellation of the Program

- We reserve the right to add, amend or change any of the terms, conditions or restrictions of the Program at any time without prior notice.
- The Program may be discontinued at any time, but Reward Points awarded before the Program is discontinued will be honored for 90 days after notice of cancellation of the Program is given. If there are any remaining Reward Points which are not redeemed within the 90 days after the notice of cancellation, they will be forfeited.
- We may choose to discontinue your participation in the Program if we find that you or someone else used your Card account in a way that violates the Reward Guide or the terms and conditions of your Cardholder Agreement.
- The Program is not scheduled to end on a predetermined date.

Other Important Information

- You have no property rights or other legal or equitable interest in Reward Points earned as part of the Program. Reward Points have no cash value until they are redeemed. Unless specifically authorized by us, Reward Points may not be sold, traded, assigned, transferred, or pledged under any circumstances.
- Your exclusive remedy for earned but uncredited Reward Points shall be the issuance of the uncredited Reward Points, if available, or such other comparable benefit as determined by us. If, however, your Card account is closed, then such Reward Points or other comparable benefit shall be forfeited.
- We reserve the right to correct misstated Reward Points represented on statements or the website at our sole discretion.
- Reward Points may be deducted from your Card account should those Reward Points be the product of a fraudulent or unauthorized transaction.
- All Reward Points are subject to verification and confirmation by us. All decisions regarding rewards disputes shall be final.
- Discrepancies about Reward Points are not treated as credit card billing disputes.
- It is your responsibility to notify us of any change in mailing address and email address as soon as possible.
- If you voluntarily close your Card account, or we close your Card account, all unused Reward Points are immediately and irrevocably forfeited.
- Unless specifically authorized by us, Reward Points may not be combined with other discounts, special rates, promotions or other reward programs offered by us.
- All Reward Points are non-negotiable and cannot be redeemed for any benefit except those designated by us.
- Your Card is separate and distinct from any other Citizens Bank accounts you may have with us or our affiliates.
- You agree to release Citizens Bank, N.A., and any of its affiliates from all liability, including:
  - Any loss, claim, expense or damages you experience in connection with the Program.
  - Any claims, expenses and legal fees arising from or related to any violation of the Program by you or anyone using your Card account.
  - Any typographical errors or omissions in any Program-related document.
  - Delayed or lost correspondence sent by U.S. mail or any other form of delivery, including email.
  - Any error, omission, interruption, deletion, defect, delay in operation or transmission, theft, destruction or unauthorized access to, or alteration of Reward Points accrued and redeemed or other Program activities.
- We may assign our rights and obligations under this agreement to a third party, who will then be entitled to any of our rights that we assign to them.
- The Reward Guide and use of your Card account are governed by federal law. To the extent that federal law does not govern, Connecticut law will apply, no matter where you live or use your Card account.
- **Reward Points may constitute taxable income. You may be issued an Internal Revenue Service Form 1099 (or other appropriate form) that reflects the value of the Purchase Bonus (or any other part of the Program). Please consult your tax advisor. You are responsible for any tax liability that may arise from redeeming Reward Points. Citizens Bank, N.A. does not provide tax advice.**
- **Any and all disputes that arise under or related to the Program will be resolved through arbitration as specifically set forth in your Cardholder Agreement.**
  - **All Reward Points are subject to verification and confirmation by us. All decisions regarding rewards disputes shall be final.**
  - **Discrepancies about Reward Points are not treated as credit card billing error disputes.**

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