

Terms and Conditions of Offer

Approval and Credit Limit Terms: By accepting this offer, you are requesting a First Choice Bank credit card account ("Account"). You certify that you are at least 18 years of age (19 in Alabama and Nebraska or 21 in Mississippi). You further certify that you have no more than one open credit card account with us, that if you have an open credit card account with us it is not past due or overlimit, and that you have never had a credit card account with us that was charged off. You agree that the credit limit assigned to your Account will be equal to the amount of your Savings Account, which can be between \$200 and \$5,000. You can increase your credit limit up to a maximum limit of \$5,000 by making additional deposits, in \$50 increments, so long as we reasonably determine that you should be able to make the minimum payments required at your new higher credit limit.

Credit Availability: The Annual Fee will be charged when your Account is opened and will reduce your initial credit availability. All other purchases, cash advances, fees and charges will reduce credit availability at the time they are charged to your Account.

Credit Limit for Cash Advances: Your Credit Limit for Cash Advances is half of the Credit Limit for your Account. For example, if your account Credit Limit is \$200, your Cash Advance Credit Limit is \$100. If your account Credit Limit is \$5,000, your Cash Advance Credit Limit is \$2,500. Your available Cash Advance Credit is determined by subtracting from your Cash Advance Credit Limit your total outstanding Cash Advances. Your total outstanding Cash Advances is determined by adding all unpaid Cash Advances from prior statements, the Cash Advances on your last statement, and any Cash Advances you took after the date your last statement was issued. This total includes fees that are treated as Cash Advances as set forth in the section of the First Choice Bank Credit Card Agreement ("Agreement") entitled, "Our Charges." We may offer or accept requests for credit limit increases, which may be subject to a fee as also set forth in the section of the Agreement entitled, "Our Charges."

Security Limitations on Your Use of Your Account: For security reasons, there may be limits on your use of your Account, even if your account balance is under your credit limit. They may apply on a daily basis, a monthly basis, or an annual basis. They may include limits on: (1) the total number of all transactions; (2) the total number of the type of transaction (such as purchases or cash advances); (3) the total number of transactions at a particular type of merchant (such as a jewelry store); (4) the total number of transactions at a particular merchant (such as ABC Discount Store); (5) the total dollar amount of the transactions; (6) the dollar amount of any particular transaction; and (7) the nature of the transaction (such as an online purchase or a cash advance at an ATM). They may also be based on your past use of your Account. These limits may also change from time to time.

Additional Notices: When you accept or use an Account, you do so subject to these Terms and Conditions of Offer ("Offer") and the Agreement, which will be sent to you. The Agreement and terms of your Account are subject to change at any time subject to applicable law. **The Agreement includes a binding arbitration provision which, if not rejected timely and properly by you, may replace your right to go to court as well as other rights you may have, including the right to a jury and the right to participate in a class action or similar proceeding in court or in arbitration.** Any changes that you make to the First Choice Bank Credit Card Application ("Application") or to this Offer will have no effect and will automatically be void. You agree that: You will be responsible for and will pay all charges and fees incurred on your Account; all statements made and information provided by you are true; we, our affiliates, and/or our vendors may monitor and/or record any conversations including conversations by telephone with you; your Account will only be used for personal, family or household purposes; we are authorized to verify all information you provide; we may use any email address or phone number given to us to provide information about this offer and your Account including information about the status of this offer or your Account and for collection purposes; if we open an Account for you, then afterwards we may obtain consumer credit reports for updates, renewals, extensions of credit, and review or collection of your Account; we are authorized to furnish information about you and your Account to consumer credit reporting agencies and others who help service your Account; and, with the exception of the arbitration provision, which is subject to its own governing law clause, this Application and the Agreement will be subject to federal law and the laws of New Jersey, to the extent not preempted, without regard to conflict of laws rules. Upon request, we will tell you

the name and address of each consumer credit reporting agency from which we obtained a consumer credit report about you.

Savings Account Information, Authorization for Account Debit, and Disclosures: Your Account cannot be established until the date your Savings Account is opened. You authorize us to electronically debit the account you specified in the amount you selected in order to collect those funds and you agree that doing so will comply with all applicable law. To revoke this authorization, call us at 1-609-454-0337 (this is not a toll-free number). We require at least 3 days prior notice to cancel the authorization. If funds are not received within 30 days of the date of your Application, the Application will be deemed withdrawn and you will have to reapply to be considered for an Account. If you open a Savings Account, but your Application is not approved or is withdrawn by you before we can act on it, your entire Savings Account will be refunded no later than 35 days from the deposit date. Your Savings Account will be opened as soon as: (1) we have verified your name, address, Social Security Number (or Taxpayer Identification Number), and date of birth; (2) we have confirmed that you have at least \$100 of disposable income; and (3) we have actually collected on the funds you sent to open your Savings Account from your bank or from the bank used by any other institution you used to send money to us. Your Savings Account will earn interest at a rate of 0.15% Annual Percentage Yield (APY). At our discretion, we may change the interest rate on your Savings Account at any time. Interest will be credited monthly but will not be compounded. If you close your Savings Account before interest is credited, you will not receive the accrued interest. You must deposit \$200 to open your Savings Account. To obtain the disclosed APY, you must maintain at all times a balance at least equal to \$200 or, if your credit limit exceeds \$200, your credit limit. We use the average daily balance method to calculate interest on your Savings Account. Interest begins to accrue on the date your Savings Account is opened. If you add funds thereafter, interest will begin to accrue no later than the business day we receive credit for the deposit. You may make deposits in your Savings Account in \$50 increments at any time but you may not make withdrawals without our consent while your Account is secured. The APY is accurate as of July 1, 2016. Your Savings Account will be closed if your Account is closed, in which case we will refund the balance remaining in the Savings Account after payment of all Purchases we have authorized that have not settled and all amounts you owe us. However, we may retain the Savings Account or any sums remaining in the Savings Account until the latest of the following events: (1) ten business days after the time all sums owed to us on your Account are paid in full; or (2) eight weeks from the time of termination of your account. Should the balance remaining in your Savings Account be \$1.00 or less, no refund will be issued unless you request it in writing. Savings Accounts are not held in trust for you.

Taxpayer Identification Number Certification: Under penalties of perjury, you certify that the Taxpayer Identification Number (Social Security Number) provided on the Application is correct (or you are waiting for a number to be issued to you), and you are not subject to back-up withholding either because: a) you are exempt from backup withholding, b) you have not been notified that you are subject to back-up withholding as a result of failure to report all interest and dividends, or c) the Internal Revenue Service has notified you that you are no longer subject to back-up withholding. PLEASE NOTE: IF YOU ARE SUBJECT TO BACK-UP WITHHOLDING, ADVISE US BY PROVIDING NOTIFICATION WITH THE APPLICATION.

New York Residents: You may contact the New York Department of Financial Services (1-877-226-5697 or <http://www.dfs.ny.gov>) to obtain a comparative listing of credit card rates, fees and grace periods. **Ohio Residents:** The Ohio law against discrimination requires that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law. **California Residents:** If you are married, you may apply for credit in your own name. **Married Wisconsin Residents:** **Married Wisconsin residents must furnish their account number and spouse's name and address to First Choice Bank, Credit Card Department, PO Box 472, Kingston, NJ 08528.** No provision of a marital property agreement, a unilateral statement under section 766.59 Wis. Stats, or a court decree under section 766.70 Wis. Stats. adversely affects the interest of the creditor unless the creditor, prior to the time credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.

USA PATRIOT ACT Notice: 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 apply for or 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.

This offer to establish a secured credit card account is made by First Choice Bank of Kingston, NJ. **Not affiliated with First Choice Bank, chartered and located in California.**

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