

# **BB&T**

**MASTERCARD®/VISA® CONSUMER  
CARDHOLDER AGREEMENT AND  
TRUTH IN LENDING DISCLOSURES**

Important: Please read this folder  
and retain it for your records.

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## **MASTERCARD/VISA CONSUMER CARDHOLDER AGREEMENT AND TRUTH IN LENDING DISCLOSURES**

This Cardholder Agreement and Truth in Lending Disclosures (“Agreement”) applies to any MasterCard Card or Visa Card (“Card”) previously issued, or to be issued, by Branch Banking and Trust Company (“Bank”). This Agreement also governs the issuance and use of “Convenience Checks” (“Convenience Checks”), Balance Transfers, and the use of your Cardholder Account to provide Overdraft Protection.

### **SECURITY AGREEMENT FOR SECURED CREDIT CARD SAVINGS ACCOUNT**

Under this Security Agreement, you hereby grant interest, pledge, and assign collateral for your Secured Credit Card Account (“Account”). As a condition of opening this Account, you must maintain funds as a security interest (“Security Interest”) in the Secured Credit Card Savings Account (“Secured Savings Account”) in your name with Branch Banking and Trust Company (“Bank”) to be held as collateral. This Security Interest must be in an amount that is equal to the approved credit limit before the Account may be opened. The Secured Savings Account opened at Bank used as the Security Interest hereunder shall be referred to hereinafter as the “Secured Savings Account” and the terms of this Security Agreement are incorporated by reference into the BB&T MasterCard/Visa Consumer Cardholder Agreement and the Interest Rate and Interest Charges document (“Cardholder Agreement”).

You acknowledge and agree that the Security Interest, pledge, and assignment in the Secured Savings Account holding your funds as collateral is to secure payment of all of your existing and future obligations under your Cardholder Agreement and your Account. You grant the Bank an interest in all renewals, additions, proceeds, modifications, substitutions, and replacements of the Secured Savings Account. You also agree that the Security Interest, pledge, and assignment gives the Bank the right to redeem, collect, and withdraw any part or the full amount of the Secured Savings Account upon any default under the Cardholder Agreement or in the event your Account is terminated for any reason. This means that the Bank has exclusive control over the Secured Savings Account and, if the Account closes for any reason, the Bank may immediately apply funds in the Secured Savings Account to pay off any balance on the Account without giving you prior notice. These funds, however, are not held in trust for you.

If the Bank chooses not to, or otherwise fails to apply your funds in the Secured Savings Account toward amounts owed on the Account or otherwise owed under your Cardholder Agreement, you agree that: (a) the Bank does not waive any right it has to do so at any later time, and to the extent not prohibited by law, the Bank may apply such funds at any time, in its sole discretion; and (b) you are not excused from performance or payment of any obligation owing with respect to the Account or under your Cardholder Agreement.

Once the Account is opened, you will not be able to lower the credit limit. However, you may choose to close your Account at any time. **If your Account is closed, the full amount of the Secured Savings Account may be applied to the outstanding balance.** If your Account is closed, your Secured Savings Account will be converted into a Regular Savings Account.

The funds held as collateral in the Secured Savings Account may not be available for up to **30 business days** following the payoff and closure of the Account. You are responsible for any amount due that exceeds the Security Interest in the Secured Savings Account.

You acknowledge that the terms and conditions herein are in addition to the terms and conditions set forth by the Bank Services Agreement and the BB&T Personal Services Pricing Guide for your Secured Savings Account. If any provisions in this Security Agreement related to Security Interest shall conflict with any terms or provisions of any other agreement with Bank, the provisions of this Security Agreement, as it relates to Security Interest, shall govern over any provisions in other agreements. You also acknowledge receipt of the BB&T Corporation Consumer Privacy Notice. Separate from these disclosures, you will receive the Cardholder Agreement, which includes this Security Agreement for Secured Savings Accounts, with your credit card.

### **TERMS USED IN AGREEMENT**

The following words have the following meanings in this Agreement:

(a) "Cardholder" means any individual(s), firm, partnership, or corporation who applies for, signs, accepts, uses, retains, or authorizes the use of the Card (hereinafter "you," "your"); (b) "Cardholder Account" or "Account" means the credit account or accounts established by Bank for Cardholder for all transactions under this Agreement as a result of issuance of either a MasterCard Card or Visa Card; (c) "Cash Advance" means a loan that Cardholder obtains from Bank using any of the methods specified in this Agreement; (d) "Purchase" means a purchase of goods sold or services of any kind from a seller or provider of goods or services; (e) "Maximum Credit Limit" means the total dollar amount Bank approves against which the Cardholder may make Purchases through the use of Cards; (f) "Cash Advance Limit" means that portion of the Maximum Credit Limit against which the Cardholder may get Cash Advances through any of the methods specified in this Agreement; (g) "Merchant" means a business displaying the MasterCard and/or Visa signs; (h) "Overdraft Protection" means a service for qualified checking account clients of Bank's affiliated financial institutions, which protects your designated checking accounts from overdrafts and rejected items by making automatic Cash Advances from your Cardholder Account.

### **AGREEMENT BETWEEN BANK AND CARDHOLDER**

**Cardholder agrees to be bound by the following terms, conditions, and disclosures, which shall constitute the Agreement between Bank and Cardholder. Furthermore, by accepting and using the Card or a Convenience Check, Cardholder expressly agrees to be bound by the provisions of this Agreement and to the rates and charges applicable to use of the Card and the Convenience Checks. Cardholder acknowledges this Account is to be used primarily for personal, family, or household use.**

### **COMMUNICATIONS CONSENT**

**You expressly consent and agree that Bank and our affiliates, agents, assignees and service providers may use written, electronic or verbal means to contact you. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages,**

**text messages, emails and/or automatic telephone dialing systems. You agree that Bank and our affiliates, agents, assignees and service providers may use any email address or any telephone number you provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether you incur charges as a result. For any wireless (cell phone) number you provide, you represent that you are the subscriber or are authorized to consent to these communications on behalf of the subscriber. You agree that Bank may monitor and record any telephone calls to assure the quality of our service or for other business reasons, and that you will advise us if your contact information changes.**

1. Bank may refuse to issue the Card, or may revoke the Card issued to Cardholder, with or without cause or notice. Any revoked Card, along with any Convenience Checks, must be surrendered upon demand or upon knowledge of its revocation, to Bank or its agent designated to repossess the Card. No expired or revoked Card or Convenience Checks shall be used to obtain, or to attempt to obtain, credit.
2. Under the terms hereof Cardholder may, by use of the Card, buy goods and services from businesses displaying the MasterCard and/or Visa signs. A business displaying any of the above signs shall be hereinafter referred to as Merchant. Cardholder may also use the Card to borrow cash from any bank displaying the appropriate sign. The Card must be signed to insure proper use. The Card is not valid unless signed by the Cardholder. Cardholder must follow any reasonable and proper procedures required by a bank or Merchant honoring the Card.
3. Cardholder may utilize Convenience Checks as he would checks written on a regular checking account. Bank will honor a properly signed Convenience Check, which shall be deemed to be signed written authorization for a Cash Advance. Any Convenience Checks delivered to Cardholder will be similar to regular checking account checks. The only party authorized to sign a Convenience Check shall be the Cardholder regardless of whether other individuals are authorized to receive extensions of credit under this Agreement. Other than Convenience Checks and personal checks drawn on a checking account for which Cardholder has obtained Overdraft Protection, no other checks may be used to obtain Cash Advances, and when paid by Bank they will constitute a Cash Advance which will be debited to Cardholder's account. Bank shall not be obligated to certify any Convenience Check issued under this Agreement. Convenience Checks may only be written in U.S. Dollars. Also, Bank shall not be obligated to pay a Convenience Check if such payment will overextend Cardholder's credit limit or if Cardholder's account is not in good standing. A Convenience Check cannot be used to make a payment on your Cardholder Account.
4. Cardholders who are also qualifying checking account clients may elect to utilize their Cardholder Account to provide Overdraft Protection for one or more qualifying checking accounts. If you have elected to use your Cardholder Account to provide Overdraft Protection, automatic Cash Advances will be made against the Credit Card Account to cover overdrafts in designated checking accounts. The presentation of any check signed by any person authorized to draw checks upon any checking accounts for which

you have elected Overdraft Protection or the assessment of any other charges against the checking accounts in excess of the balance in the checking accounts constitutes an authorization for a Cash Advance to be made under this Agreement. We have the sole discretion to determine whether to advance funds to the checking accounts in the amount needed to cover each overdraft amount item, up to the established Cash Advance Limit, to pay checks, drafts, or any other charges when there is not a sufficient balance in the checking accounts at the time such checks, drafts, or other charges are presented or made. Bank may refuse to authorize any Cash Advance in connection with Overdraft Protection if the Cardholder Account is not in good standing or if the Cash Advance would exceed the Cash Advance Limit. Bank is not liable for any returned items or NSF fees. The terms and conditions governing your checking accounts and the fees (including any fees charged for Overdraft Protection) associated with your checking accounts are contained in the Bank Services Agreement and the Financial Services Pricing Guide which are incorporated herein by reference.

5. Cardholder shall not use the Card, Convenience Checks or Overdraft Protection if such use would make Cardholder's debt to Bank greater than the credit limit set by Bank from time to time.
6. Upon request, Cardholder may transfer outstanding balances from other credit cards to the Card ("Balance Transfer"). Cardholder has 10 days from the date the Account was opened to call Bank at 1-800-476-4228 to cancel any Balance Transfers. Balance Transfer processing time may vary so please continue to pay the minimum amount due until the Balance Transfer amount appears on the billing statement from your other creditor(s). All Balance Transfers will be posted to the Cardholder's Account as a Purchase, with the Balance Transfers considered a part of the outstanding balance from the date of the transfer. Bank may charge a Balance Transfer Fee. Please see the Interest Rate and Interest Charges document for any applicable Balance Transfer Fee.
7. The Bank at its discretion may from time to time increase the credit limit of the cardholder.
8. The Bank may at anytime decrease the credit limit of the cardholder if the Bank deems repayment of the debt to be at risk or if the performance by the client is deemed impaired.
9. Bank may charge an annual fee to Cardholder's account, in advance, whether or not the Card is used to obtain extensions of credit. The amount of the annual fee will be as specified from time to time by notice or disclosure given by Bank to Cardholder.
10. Cardholder shall be responsible for the annual fee and all credit obtained (through Purchases, Cash Advances, or otherwise) by the authorized use of Card or Convenience Checks, by any person. Further information regarding the annual fee may be found in the Interest Rate and Interest Charges document included with this mailing.
11. The following transactions are considered Cash Advances: requesting cash in person at any bank; making a credit transaction at participating ATM network machines; making a credit transaction through online banking; funding a wire transfer; purchasing of money orders, travelers checks, lottery tickets, or betting or casino chips; writing a Convenience Check; making a credit transaction by using BB&T Phone24; or utilizing Overdraft Protection. A Cash Advance fee will not be

charged on Cash Advances made in connection with Overdraft Protection. Fees may apply for other types of cash advances as listed in paragraph 8(d) of the Truth in Lending Disclosures. At the time of obtaining each Cash Advance (other than at an ATM machine) or at the time of making each purchase or credit transaction, Cardholder or his authorized user, shall sign a Cash Advance slip or sales slip, as the case may be, evidencing the transaction. The word "slip" shall include a draft or any other instrument acknowledging or recognizing the transaction. Cardholder shall be furnished one copy of each slip signed by the Cardholder; provided, however, that no such copy will be furnished if Cardholder writes a Convenience Check, writes a personal check(s) triggering Overdraft Protection or makes or receives a credit transaction at an ATM machine or through online banking or Phone24. Total Cash Advance limits and daily Cash limits will be established by the Bank at its discretion.

12. If any Card or Convenience Checks are lost or stolen, Cardholder shall immediately notify Bank upon discovery of such loss or theft by calling 1-800-476-4228. Cardholder shall cooperate completely with Bank in its attempts to recover any losses suffered by Bank resulting from unauthorized users and shall assist in the prosecution of such persons. Further information regarding the procedures for lost or stolen Cards or Convenience Checks is available in paragraph 10 of the Truth in Lending Disclosures.
13. Bank shall have no liability or responsibility whatsoever resulting from the refusal of any Merchant or any bank to honor the Card or Convenience Checks, and Bank shall not be, or be deemed to be, a party to any purchase or other transaction between Cardholder (or other user of Card) and any Merchant even though Bank may become obligated to make disbursements directly to such Merchant. No cash refunds will be made to, or accepted by, a Cardholder with respect to any adjustments for, or returns of, goods or services purchased. Any adjustment, return or refund in connection therewith shall be accomplished only by credit to the Cardholder's account with Bank authorized by a properly executed credit slip.
14. If a Merchant discloses a policy such as "no returns", "no refunds", "as is", etc. you will be bound by that policy when you use your Account to purchase goods or services from that Merchant. Similarly, if you use your Account to make travel or lodging reservations, you will be bound by that Merchant's cancellation policy.
15. If you authorize a Merchant to charge your Account for recurring transactions without your card being present, you agree to notify the Merchant when you discontinue the transaction or if your Account is closed or a new Account number is issued by us.
16. This Account may be used for legal purposes only. The Bank at its discretion may block any transactions that could be considered of an illegal or at-risk nature. We will not be liable if you engage in an illegal transaction.
17. Bank will bill Cardholder monthly, on a date selected by Bank, for amounts becoming due through use of Cardholder's Card, Convenience Checks or Overdraft Protection. Upon receipt, Cardholder should examine each statement and immediately notify Bank of any charge or item, which Cardholder believes

to be in error, or subject to dispute. Any charge or item as to which Bank is not notified within sixty (60) days after billing date shall be conclusively deemed to be correct.

18. If you disagree with a transaction on your statement or have a dispute with the Merchant as a result of the transaction, you agree to provide information or assistance we request. Otherwise, you agree to pay us for any resulting loss we have unless we are prohibited by applicable law from holding you liable for our loss. Transactions made with the proceeds of a Cash Advance are not covered by this paragraph.
19. Notwithstanding anything herein to the contrary, Bank may declare you to be in default if one or more of the following events occur: (a) default by Cardholder in making any payment when due and payable, (b) default by Cardholder under any provision of this Agreement, or any other agreement Borrower may have with Bankcard or any of its affiliated banks (c) Cardholder's death, insolvency or making an assignment for the benefit of creditors, (d) a petition being filed or any other proceeding being commenced under the Federal Bankruptcy Code or any state insolvency statute by or against Cardholder, or (e) a receiver being appointed for, or a writ or order of attachment, levy or garnishment being issued against Cardholder or any of Cardholder's property, assets or income, (f) or in the event Bank shall deem itself or the debt unsafe or insecure or deems that the prospect of payment or performance by customer is impaired, (g) or if any of the undersigned or any Obligor shall fail to furnish information to Bank sufficient to verify the identity of the undersigned or any Obligor as required under the USA PATRIOT Act then, at Bank's option, all amounts from Cardholder to Bank shall become immediately due and payable and in any such event Cardholder agrees to pay all costs of collection permitted by applicable law, including reasonable attorneys' fees, incurred by Bank in connection therewith.
20. If Cardholder chooses to pay less than the total new balance as shown on Cardholder's monthly periodic statement, a total minimum payment is required for each billing cycle. The total minimum payment is calculated as the greater of the following: (1) 1% of your total new balance plus interest and select fees, but not less than \$27.00; or (2) 1% of your total new balance plus interest, select fees, and the higher of any past due amount or any amount over credit limit. Select fees, as referenced above, include Late Payment Fees, Statement Copy Fees, Customer Requested Expedited Service Fees, and Revolving Account Protection (RAP) Coverage fees.
21. Cardholder agrees to make at least the minimum periodic payment no later than the due date as indicated on the monthly periodic statement provided by Bank. Bank may withhold availability of credit until the payment of the item presented has been collected. If Cardholder is late making the payment, Bank may, at its option, charge the late payment fees as disclosed in paragraph 8 (b) of the Truth in Lending Disclosures, in addition to the Interest Cardholder owes under this Agreement.  
Payments made in proper form as follows will be credited as of the date of receipt:
  - At any BB&T financial center during normal business hours



- Through BB&T Phone24 by 6 pm EST
- Through BB&T Online Banking or BB&T Mobile by 7 pm EST
- By mail if received by 5 pm EST – please allow at least 5 Business Days for delivery

22. The Bank will apply your payment in the following order: Interest, Fees, and balances from highest to lowest APR.

23. Any notice required to be given by this Agreement, by law, or desired to be given by Bank, shall be deemed effectively given if and when posted in the United States mail addressed to you at your billing or last known address on Bank's records, or delivered electronically through BB&T online banking, or delivered by email, if legally permitted, to the address you have provided. Cardholder agrees to promptly notify Bank if any of your contact information changes, which may include your name, mailing address, email address, or phone numbers.

24. **Foreign Transactions and Fees:** Visa or MasterCard International will convert to U.S. dollars any charge or credit made to your Account in currency other than U.S. dollars. The conversion rate will be determined under Visa or MasterCard regulations. The conversion rate may differ from the rate on the date of your transaction. Currently, Visa and MasterCard use a currency conversion rate of either: (1) a wholesale market rate, or (2) a government-mandated rate. Visa and MasterCard use, under their respective regulations, either the rate in effect on (1) the date the transaction is processed or (2) the day before the date the transaction is processed. Bank may charge a foreign transaction fee for transactions made or processed outside the U.S. as listed in paragraph 8(e) of the Truth in Lending Disclosures.

25. **Change In Terms:** Bank may change the terms of this Agreement at any time. The new terms will apply to both new Purchases and Cash Advances and any unpaid balance and accrued **INTEREST** at the time the change is effective. We will provide you with notice of the change to the extent required by law.

26. **Disputed Accounts:** Bank will not be obligated to accept any check, money order or other payment instrument marked "payment in full" delivered on any disputed account, loan balance, fee or expense owed, and Bank expressly reserves the right to reject all such payment instruments. All communications concerning any disputed amounts owed, including without limitation any payment instrument tendered in good faith as full satisfaction of amount owed, must be sent to the following address:

Disputed Accounts Bankcard Disputed Payments  
P.O. Box 200  
Wilson, NC 27894-0200

If Cardholder fails to send any communication, check, money order or other payment instrument purporting to pay any disputed amount due hereunder in full, to the address designated above, the obligation referred to will not be satisfied, and shall be deemed not to have been in good faith, even if such payment instrument is inadvertently processed by Bank.

27. **Accuracy of Credit Information:** Bank regularly and in the normal course of business reports its credit experience with its customers to the major credit bureau repositories. Should you believe that information we have reported about the credit

history of your Account(s) is inaccurate, please notify us at the following address: BB&T Loan Services, P.O. Box 1847, Wilson, North Carolina 27893-1847. Please include your name, address, Social Security number, account number and a specific explanation of what information you believe to be inaccurate.

28. **Notice of Furnishing Negative Information:** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

29. **Important Information For:**

California Residents: The applicant, if married, may apply for a separate account. After credit approval, each applicant shall have the right to use this account to the extent of any credit limit set by the creditor and each applicant may be liable for all amounts of credit extended under this account to each joint applicant.

New York and Vermont Residents: We may obtain at any time your credit reports for any legitimate purpose associated with the account or the application or request for an account, including but not limited to reviewing, modifying, renewing and collecting on your account. On your request, you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer reporting agency furnishing the report. New York residents may contact the state banking department to obtain a comparative listing of credit card rates, fees and grace periods. New York State Banking Department: 1-800-518-8866.

Ohio Residents: The Ohio laws against discrimination require 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.

Utah Residents: As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation.

Married Wisconsin Residents: No provision of any marital property agreement, unilateral statement, or court order applying to marital property will adversely affect a creditor's interests unless prior to the time credit is granted, the creditor is furnished with a copy of the agreement, statement or court order, or has actual knowledge of the provision.

30. **Governing Law:** This Agreement and my Account shall be governed by the laws of the United States and, to the extent applicable, the laws of the State of North Carolina, regardless of where Cardholder resides or uses the Account.

31. **Introductory and Promotional Rates and Fees:** At the time your Account is opened, Bank may offer introductory or promotional rates and fees for a specified period of time that will be disclosed in your Interest Rate and Interest Charges document. If your Account is eligible, Bank may, from time to time, offer introductory or promotional rates and fees after your Account is opened. The terms of that offer will be disclosed to you at that time and may differ from any prior introductory or promotional offers. After introductory or promotional rates and fees expire, the remaining balances will be subject to your standard applicable APR and fees.

## ARBITRATION AGREEMENT

The following arbitration agreement does not apply to you if you were a member of the active military, or were a spouse or dependent of a member of the active military, at the time you applied to establish your account and your account is subject to the provisions of the Military Lending Act, 10 U.S.C. § 987 and its implementing regulations, 32 C.F.R. § 232.1, et seq.

**32. IT IS IMPORTANT THAT YOU READ THIS ARBITRATION PROVISION CAREFULLY. IT PROVIDES THAT YOU MAY BE REQUIRED TO SETTLE A CLAIM OR DISPUTE THROUGH ARBITRATION, EVEN IF YOU PREFER TO LITIGATE SUCH CLAIMS IN COURT. YOU ARE WAIVING RIGHTS YOU MAY HAVE TO LITIGATE THE CLAIMS IN A COURT OR BEFORE A JURY. YOU ARE WAIVING YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT, CLASS ACTION ARBITRATION, OR OTHER REPRESENTATIVE ACTION WITH RESPECT TO SUCH CLAIMS.**

Any dispute, claim, controversy or cause of action, that is filed in any court and that arises out of or relates to this Agreement or Cardholder's application for a Card, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration before one arbitrator at a location mutually agreed upon in the state where your account is maintained, or as may be otherwise required under the JAMS Minimum Consumer Standards, which is incorporated by reference herein. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules & Procedures. Judgment on an award may be entered in any court having jurisdiction. This clause shall not preclude a party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in its award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party. Notwithstanding other language in this agreement, a party retains the right to bring an action in small claims court if it is within the jurisdictional limits of that court. If a party elects arbitration, it may be conducted as an individual action only. This means that even if a demand for a class action lawsuit, class arbitration, or other representative action (including a private attorney general action) is filed, the matter will be subject to individual arbitration. Either party may bring a summary or expedited motion to compel arbitration or to stay the applicable litigation of a dispute in any court. Such motion may be brought at any time, and the failure to initiate or request arbitration at the beginning of litigation shall not be construed as a waiver of the right to arbitration. If a party elects to arbitrate it shall provide notice to the other party. The Bank shall provide notice to you at the address we have in our records, and you may provide notice to: Litigation Practice Group Manager, BB&T Legal Department, P.O. Box 1255, Winston-Salem, NC 27102. You may obtain a copy of the rules of the arbitration administrator, including information about consumer arbitration, fees, and instructions for initiating arbitration by contacting JAMS at [www.jamsadr.com](http://www.jamsadr.com). Phone: 800-352-5267.

You and the Bank each agree that under this Agreement, you and the Bank are participating in transactions involving interstate commerce which shall be governed by the provisions of the Federal Arbitration Act, Title 9 of the United States Code (“FAA”) and not by any state law concerning arbitration. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and applicable privilege rules, and shall be authorized to award all available remedies, including without limitation, damages (to the extent not limited by this Agreement), declaratory, injunctive and other equitable relief, and attorneys’ fees and costs. The arbitrator shall follow rules of procedure and evidence consistent with the FAA, this provision, and the administrator’s rules.

Any court with jurisdiction may enter judgment upon the arbitrator’s award. The arbitrator’s award will be final and binding, except for any appeal right under the FAA. Unless applicable law provides otherwise, the appealing party will pay the cost of appeal, regardless of its outcome. However, we will consider in good faith any reasonable written request for us to bear the cost of your appeal. We will pay any fees or expenses we are required by law to pay or in order to make this arbitration provision enforceable.

This arbitration provision shall survive termination or suspension of the Account or this Agreement, and shall survive payment of Cardholder’s obligations under this Agreement or termination of any or all Cards. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this arbitration provision or Agreement; provided, however, if the limitations on class actions are struck in a proceeding brought on a class, representative or private attorney general basis, without impairing the right to appeal such decision, this entire arbitration provision (other than this proviso) shall be null and void in such proceeding.

## **TRUTH IN LENDING DISCLOSURES AND COMPUTATION OF ANNUAL PERCENTAGE RATES/FEEES**

Branch Banking and Trust Company (hereinafter “we,” “our,” and “us”) makes the following Truth in Lending Disclosures to Cardholder (hereinafter “you,” “your”). You agree that the rate and charges and methods of computation and repayment in connection with use of the Card are as follows:

### **1. Computation of INTEREST on Purchases (Daily):**

(a) No **INTEREST** is imposed on Purchases if the total new balance as shown on your monthly periodic statement is paid in full within 25 days of the statement date. **INTEREST** is imposed on Balance Transfers from the date of the transfer.

(b) Where payment of the total new balance is not made in full within 25 days (or when the new balance includes Balance Transfers), **INTEREST** will be imposed on your Purchase balance. We calculate **INTEREST** on this portion of your Account by applying the daily periodic rate to the beginning daily balance for Purchases plus any new Purchases and fees (other than Cash Advance fees) and less any payments or credits. To compute the daily balance for Purchases we take the beginning Purchase balance of your account each day, add any new Purchases, fees

(other than Cash Advance fees) and any **INTEREST** on the current day's balance, and we subtract any payments or credits. This gives us the daily balance. A Purchase appearing on your statement is considered a part of the outstanding balance from the date of the transaction or, if posting occurs in the next billing cycle, then from the first day of the next billing cycle.

(c) See the Interest Rate and Interest Charges document included with this mailing for the **ANNUAL PERCENTAGE RATE**. The daily periodic rate is the annual percentage rate divided by 365.

**2. Computation of INTEREST on Cash Advances (Daily):**

(a) **INTEREST** is imposed for each day that you have the Cash Advance.

(b) The amount, which will be subject to **INTEREST**, is the daily balance of your Cash Advances during the billing cycle. We calculate the **INTEREST** on this portion of your Account by applying the daily periodic rate to the beginning daily balance for Cash Advances plus any new Cash Advances and Cash Advance fees and less any payments or credits. To compute the daily balance for Cash Advances we take the beginning Cash Advance balance of your account each day, add any new Cash Advances, any Cash Advance fees and any **INTEREST** on the current day's balance, and we subtract any payments or credits. This gives us the daily balance. A Cash Advance appearing on your statement is considered a part of the outstanding balance from the date of the transaction or, if posting occurs in the next billing cycle, then from the first day of the next billing cycle.

(c) See the Interest Rate and Interest Charges document included with this mailing for the **ANNUAL PERCENTAGE RATE**. The daily periodic rate is the annual percentage rate divided by 365.

**3. Computation of INTEREST with Special Rate (Daily):**

(a) If we have special periodic rate offers in effect from time to time, we will separately identify them on your monthly statement and separately disclose on your monthly statement the balance to which the special offers apply. These separate balances and the related periodic **INTEREST** will be calculated in the same manner as described above for the current or previous cycle transactions, as applicable.

(b) Special rate offers may apply to special convenience checks. If so, special convenience checks will be issued and, if used, will be posted to the account as Purchases, with **INTEREST** imposed from the transaction date.

(c) When a special rate offer expires, the annual percentage rates under 1 (c) and/or 2(c) will apply.

(d) If applicable, see the Interest Rate and Interest Charges document included with this mailing and incorporated by reference for the special introductory **ANNUAL PERCENTAGE RATE**. The special introductory daily periodic rate is the special annual percentage rate divided by 365.

**4. Computation of INTEREST on Purchases (Monthly):**

(a) No **INTEREST** is imposed on Purchases if the total new balance as shown on your monthly periodic statement is paid in full within 25 days of the statement date. **INTEREST** is imposed on Balance Transfers from the date of the transfer.

(b) Where payment of the total new balance is not made in full within 25 days (or includes Balance Transfers), **INTEREST** will be imposed on your Purchase balance. We calculate **INTEREST** on this portion of your Account by applying the monthly periodic

rate to the Average Daily Purchase Balance. To determine the Average Daily Purchase Balance of any account, we will take the beginning Purchase balance of the account each day, add any new Purchases (including Balance Transfers) and Fees (except Cash Advance fees), and subtract any payment or credits. This produces the daily Purchase balance. Then, we add up the daily Purchase balances for each day in the billing cycle and divide the total by the number of days in the billing cycle. This produces the Average Daily Purchase Balance.

A Purchase appearing on your statement is considered a part of the outstanding balance from the date of the transaction or, if posting occurs in the next billing cycle, then from the first day of the next billing cycle.

(c) See the Interest Rate and Interest Charges document included with this mailing for the **ANNUAL PERCENTAGE RATE**.

The monthly periodic rate is 1/12 of the annual percentage rate.

**5. Computation of INTEREST on Cash Advances (Monthly):**

(a) **INTEREST** is imposed for each day that you have the Cash Advance.

(b) The amount, which will be subject to **INTEREST**, is the Cash Advance Balance. We calculate **INTEREST** on this portion of your Account by applying the monthly periodic rate to Average Monthly Cash Advance Balance. To determine the Average Daily Cash Advance Balance of any account (including current transactions), we will take the beginning Cash Advance Balances of the account each day, add new Cash Advances and Cash Advance fees and subtract any payments or credits. This produces the daily Cash Advances balance. Then, we add up the daily balances for each day in the billing cycle and divide the total by the number of days in the billing cycle. This produces the Average Daily Cash Advance balance. A Cash Advance appearing on your statement is considered a part of the outstanding balance from the date of the transaction or, if posting occurs in the next billing cycle, then from the first day of the next billing cycle.

(c) See the Interest Rate and Interest Charges document included with this mailing for the **ANNUAL PERCENTAGE RATE**. The monthly periodic rate is 1/12 of the annual percentage rate.

**6. Computation of INTEREST with Special Rate (Monthly):**

(a) If we have special periodic rate offers in effect from time to time, we will separately identify them on your monthly statement and separately disclose on your monthly statement the balance to which the special offers apply. These separate balances and the related periodic **INTEREST** will be calculated in the same manner as described above for the current or previous cycle transactions, as applicable.

(b) Special rate offers may apply to special convenience checks. If so, special convenience checks will be issued and, if used, will be posted to the account as Purchases, with **INTEREST** imposed from the transaction date.

(c) When a special rate offer expires, the annual percentage rates under 4 (c) and/or 5 (c) will apply.

(d) If applicable, see the Interest Rate and Interest Charges document included with this mailing and incorporated by reference for the special introductory **ANNUAL PERCENTAGE RATE**. The special introductory monthly periodic rate is 1/12 of the special annual percentage rate.

7. **Minimum INTEREST:** See the Interest Rate and Interest Charges document included with this mailing and incorporated by reference for the minimum **INTEREST** charge.
8. **Fees and Charges:** These fees will be subject to the applicable **INTEREST** as provided in paragraphs 1, 2, 4 and 5 above.
  - (a) Annual Fee: See the Interest Rate and Interest Charges document included with this mailing and incorporated by reference for the annual fee.
  - (b) Late Payment Fee: See the Interest Rate and Interest Charges document included with this mailing and incorporated by reference for the late payment fee.
  - (c) Balance Transfer Fee: See the Interest Rate and Interest Charges document included with this mailing and incorporated by reference for the balance transfer fee.
  - (d) Cash Advance Fee: See the Interest Rate and Interest Charges document included with this mailing and incorporated by reference for the cash advance fee.
  - (e) Foreign Transaction Fee: See the Interest Rate and Interest Charges document included with this mailing and incorporated by reference for foreign transaction fee.
  - (f) Return Payment Fee: See the Interest Rate and Interest Charges document included with this mailing and incorporated by reference for return payment fee.
  - (g) Statement Copy Fee: See the Interest Rate and Interest Charges document included with this mailing and incorporated by reference for statement copy fee.
  - (h) Customer Requested Expedited Service Fee: See the Interest Rate and Interest Charges document included with this mailing and incorporated by reference for customer requested expedited service fee.
9. We retain no security interest in any property purchased with your Card.
10. You will not be liable for any unauthorized use of your Card or Convenience Checks if you report the loss, theft or unauthorized use. Written notice should be provided to Branch Banking and Trust Company, P.O. Box 698, Wilson, North Carolina 27894-0698. Verbal notice should be given by calling 1-800-476-4228. A transaction is considered unauthorized if it is initiated by someone other than the Cardholder without the Cardholder's actual, implied, or apparent authority, and the Cardholder receives no benefit from the transaction. We may conduct an investigation of your claim, and we may deny your claim if we reasonably conclude that the facts and circumstances do not reasonably support a claim of unauthorized use. We may require you to provide a written statement, affidavit or other information in support of your claim of unauthorized use. If you do not provide supporting information within the time requested or within a reasonable period of time if a date is not stated, we may deny your claim of unauthorized.

### **YOUR BILLING RIGHTS**

#### **KEEP THIS NOTICE FOR FUTURE USE**

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

#### **What To Do If You Think You Find a Mistake On Your Statement**

If you think there is an error on your statement, write to us at:  
Customer Service  
PO Box 30495  
Tampa FL 33630-3495

In your letter, give us the following information:

- Account information: Your name and account number;
- The posting date of the transaction in question;
- Dollar amount: The dollar amount of the suspected error; and
- 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.

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.

While we investigate whether or not there has been an error, the following are true:

- 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. If we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to 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.

### **Your Rights and Our Responsibilities After We Receive Your Written Notice**

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

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

If we find that we made a mistake on your statement, you will not have to pay any interest related to any questioned amount. If we did not make a mistake, you may have to pay interest, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have



a question about your statement. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we do not follow these rules, we cannot collect the first \$50 of the questioned amount, even if your statement was correct.

### **Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been no more than \$50. (Note: Neither of these is 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:

Customer Service  
PO Box 30495  
Tampa FL 33630-3495

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

MasterCard and Visa Credit Cards are issued by Branch Banking and Trust Company, Member FDIC and Equal Housing Lender. 🏠

**BB&T**