

# OpenSky Secured Visa Credit Card – Important Disclosures

Please take a moment to carefully review the Pricing Information and Terms & Conditions below.

## PRICING INFORMATION

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>18.89%</b> This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>18.89%</b> This APR will vary with the market based on the Prime Rate.
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on new purchases, provided you have paid your previous balance in full by the due date each month. We will begin charging interest on cash advances on the transaction date.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$1.00.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	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 <a href="http://www.Consumerfinance.gov/learnmore">http://www.Consumerfinance.gov/learnmore</a> .

Fees	
<b>Annual Fee</b>	<b>\$35</b> annually.
<b>Transaction Fees</b> <ul style="list-style-type: none"><li>• Cash Advance</li><li>• Foreign Transaction</li></ul>	<b>\$6 or 5%</b> of the amount of each Cash Advance; whichever is greater. <b>3%</b> of each Transaction in U.S. dollars
<b>Penalty Fees</b> <ul style="list-style-type: none"><li>• Late Payment</li><li>• Returned Payment</li></ul>	Up to <b>\$38</b> Up to <b>\$25</b>

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new purchases).” See the Cardholder Agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in the Cardholder Agreement that will be provided to you before you can begin using your new card.

**MILITARY LENDING ACT NOTICE:** Federal law provides important protections to members of the Armed Forces and their dependents related to extension of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account; the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To receive this information and a description of your payment obligation verbally, please call us toll free 855-763-6736.

## STATE NOTICES

**CA RESIDENTS:** You may apply for an account in your name alone, regardless of your marital status.

**NY RESIDENTS:** You may contact the New York State Banking Department at 1-877-226-5697 to obtain a comparative listing of all credit card rates, fees and grace periods.

**OH RESIDENTS:** The Ohio rules 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.

**VT, RI AND NY RESIDENTS:** A credit report may be requested in connection with your application. At your request, Capital Bank (CB) will tell you whether or not a credit report was obtained and, if so, the name and address of the consumer reporting agency that furnished the report. CB may also request credit reports from time to time in connection with any update, renewal or extension of the credit account, whenever CB believes that such action is appropriate.

**Married WI Residents:** No provisions of any marital property agreement, unilateral statement under §766.59 of the Wisconsin Statutes, or court decree under §766.70 will adversely affect a creditor's interest unless, prior to the time credit is granted, the creditor is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision. If an Account is opened for you, you must notify your spouse about the Account before any payment on the Account is due. **Your Signature confirms that credit extended under this account will be incurred in the interest of your marriage or family.**

## TERMS & CONDITIONS AND ADDITIONAL DISCLOSURES

**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 individual or entity opening an account.

**What this means for you:** When you apply for or open an account, we will ask you for your name, street address, date of birth and other information that will allow us to identify you. You may be asked to provide your driver's license or other identifying documents. We are required to follow this procedure each time an account is opened, even if you are a current customer of Capital Bank. Thank you for helping us to follow this federally mandated procedure.

**I am applying to Capital Bank, N.A. for the OpenSky Secured Credit Card.**

**I understand to be eligible for the offer:**

- I must be at least 18 years of age and have a valid Social Security Number or Individual Taxpayer Identification Number.
- I need to be a United States citizen or permanent resident of the United States.
- My monthly income must be greater than my monthly expenses and I have the ability to repay the estimated monthly payment you require for this card.
- I have not applied for a Capital Bank credit card 4 or more times in the last 60 days.
- I do not have 2 or more open credit card accounts with Capital Bank.
- My account history on any current or previous relationship with Capital Bank must be in good standing.

**With respect to my application, I acknowledge that:**

- If I am approved, I will be required to provide a security deposit in the amount equal to the credit line as collateral to fund my "Pledged Deposit Account".
- Interest will not be paid on my Pledge Deposit Account.
- My deposit is fully refundable and will be returned after my credit card balance is paid in full.
- I will need to make monthly payments toward any balance I accrue, as with any other credit card.
- By providing my phone numbers, I agree that Capital Bank, and its authorized agents, may call me at these numbers. If the number is a cell phone number I agree that you may contact me using an automatic dialer, including pre-recorded messages and/or text messages.
- I will receive the OpenSky Cardholder Agreement, which includes the Pledge Deposit Account Agreement, and I am bound by its terms and future revisions.
- Everything that I have stated in this application is correct to the best of my knowledge.

### CONSENT TO ELECTRONIC COMMUNICATIONS:

**Electronic Signatures.** By clicking the "Submit" or similar button, you hereby agree to sign up for electronic communications and this will constitute your consent and shall constitute your signature.

**Federal Law.** You acknowledge and agree that your consent is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business and communicate with you by electronic means.

**Categories of Communications.** You consent to receive communications relating to your Account in electronic form. The communications covered by your consent may include, but are not limited to, (a) initial disclosure statement or agreement governing your Account, (b) any disclosure required by federal, state or local law, including disclosures under the federal Truth in Lending Act, the federal Fair Credit Reporting Act and the financial privacy provisions of the Gramm-Leach-Bliley Act, (c) your billing statement, (d) letters, notices or alerts regarding our Account and any changes to your Account, (e) other disclosures, notices or communications in connection with the application for, the opening of, maintenance of or collection of your Account, and (f) Pledged Deposit Account Agreement.

## SECURITY AGREEMENT AND PLEDGED DEPOSIT ACCOUNT DISCLOSURES

**Pledged Deposit Account.** As a condition to obtaining this Account, you are opening a Pledged Deposit Account with us as security for the repayment of all credit and other obligations incurred on the Account, including fees and interest. Pledged Deposit Account may be referred to as "Deposit Account" or "Collateral Account".

You give Capital Bank, N.A. security interest in, and assign to us, all current and after-acquired funds, "Deposit Funds", including interest in your Deposit Account held by the Bank. We may also exercise all the rights of an owner of the Deposit Account.

**Default.** The Bank may without prior notice, declare the total balance due immediately on your Account and apply all or part of your Deposit Account to the payment of that balance if: (a) you fail to make any payment due; (b) exceed your credit limit; (c) default under the terms of your Agreement; (d) your Account is closed by you or by us; (e) the Cardholder dies; (f) any government authority takes action the Bank believes will adversely affect your ability to pay; or (g) you file a petition for bankruptcy.

**Refunds.** Your Deposit Account will be closed once you satisfy in full all your Account obligations under this Agreement. Upon the closure of your Deposit Account, Deposit Funds greater than \$1.00 will be refunded within ten (10) weeks. If the Bank determines the Deposit Funds shall be released, we will either return the funds using an account which the Bank has previously verified, or by some other method The Bank deems sufficient.

**Rate Information.** The interest rate on your account is 0% with an **ANNUAL PERCENTAGE YIELD** of 0%.

**Compounding and Crediting.** No interest is paid therefore there is no interest compounding and no interest crediting.

**Minimum Balance Requirements.** The amount to Open the Pledged Deposit Account is the minimum amount as described above for your OpenSky Credit Card Account. There are no minimum balance fees assessed to the Pledged Deposit Account regardless of the balance in the account.

**Balance Computation Method.** No interest is paid therefore the balance computation method used to determine what interest would be paid is not applicable.

**Fees.** The following fees may be assessed against your account:

- Inactive Account Fee\* \$10 per month after 12 months of no activity
- Dormant Account Fee\* \$10 per month after 36 months of no activity
- Garnishments/levies \$150 per incident

\*Inactive and Dormant account fees are assessed if upon closure of your credit card account, we attempt to return your Pledged Deposit Account balance and the funds are returned to us as undeliverable to the last known address on record. The funds will be redeposited to the Pledged Deposit Account under the terms described above and if the Pledged Deposit Account has no activity for 12 months and becomes dormant, which occurs after 36 months of no activity, this fee schedule will be followed until any remaining funds are escheated to your State of residence.

**Transaction Limitations.** No transactions are permitted against this Pledged Deposit Account except for a closing withdrawal upon closure of the OpenSky Credit Card Account.