



## Customer Agreement and Disclosures

The sponsor or plan administrator (**Plan Administrator**) of your qualified retirement plan has selected Access Control Advantage (**ACA**) as a way for you to access funds which you have applied to borrow from your qualified retirement plan account and have been approved to borrow by your Plan Administrator. This Customer Agreement and Disclosures (**Customer Agreement or Agreement**) contains the terms that govern your access to your ACA Account, explains how your ACA Account operates, and describes the fees associated with your ACA Account, which have been approved by your Plan.

In this Agreement, certain terms have specific meanings. The terms **you**, **your** or **yours** mean the person who applied for and obtained an ACA Account, and to whom a Visa® Card (**Card**) and/or **Account Access Checks** are issued. The word **Plan** means your qualified retirement plan that approved your ACA Account according to the Plan's written loan policy or guidelines (**Guidelines**). Please contact your Plan Administrator to obtain a copy of your Plan's Guidelines. The word **Plan Account** means your individual account in your Plan. The term **ACA Account** means the loan line established for you pursuant to the terms of your Plan, which can be accessed through use of the Card and/or Account Access Checks. The term **Account Fund** means the money market mutual fund or an FDIC-insured deposit account selected by your Plan into which a portion of your vested Plan balance (**Plan Balance**) has been transferred in connection with your ACA Account. Please contact your Plan Administrator to obtain more information about the Account Fund selected by your Plan. The terms **we**, **us** and **our** mean Access Control Advantage. Other specific terms are defined elsewhere in this agreement and will be noted in **bold** type.

### The ACA Account Program

You have requested that your Plan establish a loan line to enable you to borrow from your Plan Account subject to your obligation to repay the amount you borrow plus interest to your Plan Account. Your Plan will transfer the amount you have requested and have been approved to borrow by the Plan Administrator from your Plan Account to your ACA Account in accordance with your Plan's Guidelines. Amounts in your ACA Account will be invested in the Account Fund and will earn dividends and/or interest and continue to be considered part of your Plan Balance until withdrawn by you.

A Card and/or Account Access Checks that you may use to access the amounts in your ACA Account will be issued to you. You may use your Card and Account Access Checks to make purchases with or obtain cash advances from your ACA Account. Each time you use your Card or Account Access Checks, the amount of your purchase or cash advance will be withdrawn from the Account Fund to pay the merchant(s), bank(s) or other vendor(s). The amount withdrawn by you will be considered a loan from your Plan Account, and you will be obligated to repay that amount plus interest to your ACA Account and to pay any applicable fees (as described in more detail in this Agreement). Each time you make a payment toward the outstanding loan balance, an amount equal to your payment (including interest), less all applicable charges and fees (as described in this Agreement), will be deposited into your ACA Account and invested in the Account Fund. In other words, you are repaying your personal retirement account for the loans made to you plus interest. You will receive monthly billing statements for your ACA Account that will detail purchases and cash advances, the applicable interest rate and amount of accrued interest, finance charges, other charges and fees, and any loan repayments you make to your retirement fund.

### General Terms

#### 1. Your Loan Line Limit

- (a) Your **Loan Line Limit** is determined by your Plan and approved by your Plan Administrator according to your Plan's Guidelines. The **Loan Line** represents the maximum total aggregate amount you are permitted to borrow against your Plan at any one time through your ACA Account.
- (b) Whenever you access your ACA Account by making a purchase or cash advance, the amount of funds available for you to borrow from your ACA Account (the **Available Loan Line**) will decrease by the amount of the purchase or cash advance plus any applicable fees imposed by the vendor. Whenever you repay all or any portion of your outstanding loan balance, your Available Loan Line will increase by the amount of the repayment less interest and any applicable fees (as described in Sections 7 and 8 below). Your Available Loan Line as of the end of a monthly billing cycle will be stated on the billing statement for that monthly billing cycle.
- (c) You agree not to exceed your Available Loan Line. We reserve the right to not process any purchase or cash advance transaction that would result in you exceeding your Available Loan Line. You understand and agree that we will not be liable if we decline to process any transaction that would result in you exceeding your Available Loan Line. You also understand and agree that we will not be liable if we permit a purchase or cash advance that causes you to exceed your Available Loan Line.
- (d) Your Loan Line and/or Available Loan Line may be reduced at any time and from time to time to ensure compliance with the terms of your Plan, Plan Guidelines and applicable laws and regulations (**Applicable Law**), which generally limit maximum loan amounts to a percentage of your vested Plan Balance, subject to an overall maximum dollar amount (currently \$50,000.00). Consult with your Plan administrator for details.

## 2. Your Account Fund; Your Payments

- (a) Upon approval of your request for a loan line by your Plan Administrator, the Plan will transfer an amount equal to your Loan Line from your Plan investments according to your Plan's Guidelines into your ACA Account. Your ACA Account will be invested in the Account Fund and will earn dividends and/or interest and continue to be considered part of your Plan Balance until withdrawn.
- (b) Each time you make a payment toward the outstanding balance on your ACA Account, an amount equal to your payment, less all applicable charges and fees (as described in Sections 7 and 8 below), will be deposited to your ACA Account and invested in the Account Fund. The amount of your payment, after subtraction of all applicable charges and fees, will generally include a principal portion and an interest portion. The principal portion of your deposited payments will remain in your ACA Account and may increase your Available Loan Line. The interest portion of your payments (the Interest Rate described in Section 9 below), plus the dividends and/or interest earned on your investment in the Account Fund, will be transferred periodically from your ACA Account into your other Plan investments according to your Plan's Guidelines (generally, interest earned on your investment account is transferred daily and dividends are transferred monthly).
- (c) At our option, and to ensure compliance with the terms of your Plan, your Plan's Guidelines and Applicable Law, we may, following our receipt and posting of a payment to your ACA Account, place a hold for up to seven (7) days on a portion of your Available Loan Line up to the amount of the payment.
- (d) We reserve the right to place a hold on your ACA Account for any reason, including, but not limited to, the following: (i) a previous payment on your ACA Account was returned for insufficient funds; (ii) your ACA Account is delinquent or is in default; or (iii) we have reason to believe that the payment is fraudulent or that there is or has been unauthorized access to or use of your ACA Account. We will provide you with a written notice of any hold placed on your ACA Account as soon as reasonably practicable.
- (d) At our option, we may return a payment that exceeds your outstanding balance from your ACA Account (plus any applicable fees). If we accept such a payment we will refund the excess amount directly to you. In no event will any excess amount be deposited to your ACA Account or applied to increase your Loan Line or Available Loan Line.

## 3. Acceptance of Agreement

By applying for, activating or using your ACA Account, Card or Account Access Checks, you accept and agree to be bound by all applicable terms and conditions of this Agreement. You also authorize us to retain a copy of your written or electronic ACA application provided to us by your Plan Administrator.

## 4. Access to Your Account

- (a) Before using your Card, you must activate it by calling the toll-free number provided with your Card. You can use your Card to purchase goods or services from merchants or other vendors that accept Visa Cards (**Purchases**). You can also use your Card: (i) to obtain cash or cash-like instruments (for example, money orders, travelers' checks or similar instruments) by presenting the Card to banks, other financial institutions or other persons that are permitted to make cash available to cardholders, or (ii) to obtain cash by using your Card and Personal Identification Number (**PIN**) at automated teller machines (**ATMs**) that dispense cash (both are called **Advances**). For security reasons, there may be limits on the amount of cash you can obtain by presenting your Card at a financial institution, or by using an ATM, during any one day. In addition, you can use Account Access Checks that are provided by us to pay for goods or services or to obtain cash. All uses of Account Access Checks will be treated as Advances under this Agreement and will be subject to the Cash Advance Fee described in Section 8(c) below, and except as otherwise provided, are treated as uses of your Card for purposes of this Agreement. Purchases and Advances are referred to collectively as **Transactions** in this Agreement.
- (b) We reserve the right to prohibit you from using Account Access Checks at any time. You agree to stop using Account Access Checks upon our request. You may not use Account Access Checks to pay any portion of any outstanding balance you owe on your ACA Account. We will not return or provide copies of any Account Access Checks that you have used, however your monthly billing statements will identify your Account Access Check Transactions during the applicable billing period. We will not certify Account Access Checks. We are not obligated to process or pay an Account Access Check if: (i) your ACA Account is delinquent or in default, (ii) your Available Loan Line or Loan Line has been exceeded or would be exceeded if we honored the Account Access Check, (iii) you have notified us or we have reason to believe that your Card or Account Access Checks have been lost or stolen or there is unauthorized access to, or use of, your ACA Account, or (iv) your ACA Account has been closed for any reason.
- (c) You acknowledge and agree that we have no liability if any bank, merchant or other person refuses to accept your Card or Account Access Checks. Subject to Applicable Law, we also are not responsible for the quality or results of any goods or services provided to you by any other entity. No cash refunds will be made directly to you by any such entity. Instead, the entity will issue a credit slip to you, subject to that person's refund policy and Applicable Law. Any refund credit will appear on your monthly billing statement and will be applied in the same manner as a payment as described in Section 6(g) below.
- (d) At our option and without changing your obligations to us in any manner, we may change your ACA Account number and issue you a new Card and Account Access Checks bearing the new ACA Account number.
- (e) You will promptly provide notice to us and your Plan Administrator if you change your mailing address, email address, or other contact information. All written notices and monthly billing statements will be considered delivered to you when placed in the U.S. mail and addressed to you at your most recent address, or, if you are enrolled in e-delivery, sent via email to your most recent email address as it appears in our records.

## 5. Promise to Pay

You promise to pay the principal of all Transactions on your ACA Account, plus interest and finance charges on those amounts, and all other applicable charges and fees you incur in accordance with the terms of this Agreement. You acknowledge and agree that any Transaction by you is valid, regardless of the purpose of the Transaction.

## 6. Monthly Billing Statements and Minimum Payments

- (a) A monthly billing statement will be sent to you for each monthly billing cycle during which: (i) you make any Transactions or incur any fees or other charges, or (ii) your ACA Account has an outstanding balance on the final day of the monthly billing cycle (the **Closing Date**).
- (b) Your monthly billing statement will be sent to you by regular U.S. mail to your most recent address as it appears in our records or, if you are enrolled in e-delivery, by email to your most recent email address as it appears in our records. You may also access your monthly billing statement on the Internet at [www.ACAonline.com](http://www.ACAonline.com).
- (c) You must pay the **Minimum Payment** shown on your monthly billing statement on or before the **Payment Due Date** shown. The Payment Due Date will be at least twenty-five (25) days after the Closing Date. The Minimum Payment is determined as provided in this paragraph. On any day that you make a Transaction on your ACA Account, the total aggregate amount of that day's Transactions will constitute a separate **Loan**. Each billing cycle, a separate monthly payment amount is calculated for each outstanding Loan initiated during that billing cycle. This separate monthly payment amount remains the same for the duration of the Loan and is based on the amortization of the Loan principal amount plus the **Finance Charge** at the applicable **Annual Percentage Rate (APR)** (as described in Section 7) over the **Term**. For each Loan, the Term begins on the Closing Date for the monthly billing cycle during which the individual Loan is initiated and ends up to sixty (60) months later. The monthly payment for a Loan is calculated so that the Loan balance for your Account, including the Finance Charge at the applicable APR, will be fully paid within the Term of the Loan. Each billing cycle, the separate monthly payment amounts for all outstanding Loans are added together. The Minimum Payment due each billing cycle will be the greater of: (i) the sum of the separate monthly payment amounts for all outstanding Loans, plus any amount past due, plus any amount in excess of your Available Loan Line or Loan Line, plus any other charges or fees incurred, rounded up to the nearest whole dollar, or (ii) \$10. If the entire amount you owe, which is identified on your monthly billing statement as the **New Balance**, is less than \$10, you must pay the entire New Balance.
- (d) You will be required to pay any amount that you owe in excess of your Available Loan Line or Loan Line immediately upon our request. Your failure to do so may constitute an event of default under Section 10 of this Agreement.
- (e) You may prepay all or any portion of the amounts you owe at any time without penalty. Any payment you make in excess of the Minimum Payment due for a billing cycle will not affect your obligation to pay the Minimum Payments due in subsequent monthly billing cycles, calculated in accordance with this Agreement, while any balances are outstanding.
- (f) You agree that we may accept partial payments of amounts due or late payments without waiving any of our rights under this Agreement or Applicable Law. You also agree that any check, money order or other payment instrument: (i) marked "payment in full" or "accord and satisfaction" or otherwise purporting to be in full satisfaction of your outstanding indebtedness, (ii) with restrictive endorsements, front or back, of any kind, or (iii) sent to us accompanied by, or pursuant to, correspondence or other form of notification that attempts to qualify, alter, or restrict the conditions of negotiability of the payment instrument, or that attempts to alter the terms or conditions of this Agreement or restrict or alter our rights or remedies under this Agreement or Applicable Law, may be accepted or rejected by us without resulting in the acceptance of any such condition or the waiver of any of our rights under this Agreement or Applicable Law.
- (g) Payments on your ACA Account will be applied first to any amount in excess of your Available Loan Line and Loan Line, next to Other Charges/Fees incurred during the billing cycle (in chronological order based on the date of assessment), next to Finance Charges (first to those on the earliest loan, and then to those on subsequent loans in chronological order), and finally to the outstanding balance of principal on each Loan (first to the earliest Loan, and then to subsequent Loans in chronological order). Subject to Applicable Law and the terms of your Plan, we reserve the right to change the order in which we apply payments at any time with sixty (60) days' prior written notice to you and an opportunity to close your ACA Account prior to the implementation of any such change. See Section 11(a) below for the procedures for closing your ACA Account.
- (h) We reserve the right to place a hold on your Available Loan Line in an amount equal to the amount of **Other Charges/Fees** (as described in Section 8 below) that you incur during a monthly billing cycle. The amount of the Other Charges/Fees that you incur during a monthly billing cycle will be listed on your monthly billing statement and will be included in the Minimum Payment for the monthly billing cycle (see Section 6(c) above). The hold will remain in effect until you have paid the Other Charges/Fees incurred during the monthly billing cycle. The hold will not reduce your Loan Line, but you will not be permitted to access the portion of your Available Loan Line subject to the hold until you have paid such Other Charges/Fees.
- (i) If permitted by your Plan, your loan repayments may be suspended for up to one year during which you are on a bona fide leave of absence, either without pay from your employer or at a rate of pay that, after applicable employment tax withholdings, is less than the amount of the monthly payment amount required with regard to your outstanding Loan(s). You will not be permitted to access your Available Loan Line during the period of your leave of absence. During the period of your leave of absence, the applicable Interest will continue to accrue for your outstanding Loan(s). You will not incur a Service Charge during the period of your leave of absence. Your Loan(s), including Interest that accrues during your leave of absence, must be repaid by the end of the original Term of the Loan(s), which may result in an increase in the monthly payment amount applicable to the Loan(s) when your loan repayments continue.
- (j) If permitted by your Plan, your Loan repayments may be suspended for any part of a period during which you are performing service in the uniformed armed services (in accordance with Applicable Law). You will not be permitted to access your Available Loan Line during the period in which your repayments are suspended. During the period of any such military service,

the lesser of (1) the applicable Interest or (2) the rate of six percent (6%) compounded annually (as required by Applicable Law), will continue to accrue for your outstanding Loan(s). You will not incur a Service Charge during any such military service. Your Loan repayments must resume upon the completion of such period of military service. The Term of your Loan(s) will be extended by the period of such a suspension in repayments, and your Loan(s), including Interest that accrues during such suspension, must be repaid by the end of the new Term of the Loan(s), which may result in an increase in the monthly payment amount applicable to the Loan(s) when your loan repayments continue.

## 7. Finance Charges

You will incur a **Finance Charge** for each Loan. The Finance Charge is determined by applying an **Annual Percentage Rate (APR)** to the **Balance Subject to Finance Charge**, as described below. The Finance Charge on a Loan begins to accrue on the date each Transaction constituting the Loan is posted to your ACA Account (the **Posting Date**) and continues to accrue until the principal balance of the Loan is paid in full. There is no grace period for Finance Charges that you incur. This means that you will incur a Finance Charge for a Loan that you initiate in a billing cycle even if you pay the entire balance of the Loan in the same billing cycle.

- (a) **Annual Percentage Rate (APR):** The APR includes two components: (i) interest at the applicable **Interest Rate** and (ii) a **Service Charge**. The portion of the Finance Charge that results from the application of the Interest Rate to the Balance Subject to Finance Charge is the **Interest** you will pay on your Loan(s).
  - (i) The Interest portion of each payment will be deposited to your ACA Account and invested in the Account Fund, and will be transferred from your ACA Account to your Plan investments as specified in Section 2(b) of this Agreement.
  - (ii) The portion of the Finance Charge that results from the application of the Service Charge to the Balance Subject to Finance Charge will be paid to ACA for services provided in the ongoing administration of your ACA Account and will not be deposited to your ACA Account or invested in the Account Fund. We may pay a portion of the Service Charge to your Plan's recordkeeper for recordkeeping services provided in connection with your ACA Account. Contact your Plan Administrator for the percentage of the Service Charge paid to the recordkeeper.
- (b) **Interest Rate:** The Interest Rate applicable to a Loan will be the highest prime rate published in the "Money Rates" section of the *Wall Street Journal* on the last business day of the calendar month prior to the billing cycle in which the Loan was initiated. If the *Wall Street Journal* is not published on the last business day of a given month, we will use the highest prime rate published in the "Money Rates" section of the *Wall Street Journal* on the next prior publication day. All Loans incurred in the same billing cycle will be subject to the same Interest Rate. Because the prime rate may change from month to month, the Interest Rate applicable to a Loan initiated in one billing cycle may be greater or less than the Interest Rate applicable to another Loan initiated in a different billing cycle. Changes to the Interest Rate after a Loan has been initiated will apply only to new Loans. Each Loan retains the Interest Rate in effect for the billing cycle in which the Loan was initiated for the entire Term of the Loan.
- (c) **Service Charge:** The Service Charge is a fixed rate, which is disclosed to you at the time you apply for your ACA Account by your Plan Administrator. We will not change the Service Charge without sixty (60) days' prior written notice to you and an opportunity to close your ACA Account prior to the implementation of any increase. Any increase in the Service Charge will only apply to new Loans initiated after any increase in the Service Charge is effective.
- (d) **Determination of Annual Percentage Rate (APR):** The APR applicable to a Loan is determined by adding the applicable Interest Rate to the Service Charge. We determine the APR once each billing cycle for all Loans incurred during that billing cycle. The APR in effect at the time your ACA Account is originated is disclosed at the time you apply for your ACA Account, but may change periodically depending upon the applicable Interest Rate.
- (e) **Balance Subject to Finance Charge:** The amount of the Finance Charge is determined by applying the APR to the Balance Subject to Finance Charge. We calculate the Balance Subject to Finance Charge in the following manner. On each day that Transaction(s) you have made using your Card or Account Access Checks are posted to your account, the amount of Transaction(s) for that day will be added together and will constitute the Balance Subject to Finance Charge for the separate Loan incurred on that day (see Section 6(c) above). The Finance Charge is then calculated for each Loan separately, in accordance with the method described in Section 7(f) below.
- (f) **Determination of Finance Charge:** The Finance Charge is calculated separately for each Loan by applying the APR to the Balance Subject to Finance Charge for that Loan over the applicable Term. Each Loan is amortized based on the Term to determine the Minimum Payment for that Loan as provided in Section 6(c) above. While a portion of every payment is generally applied towards both the Finance Charge and the outstanding principal balance of the Loan, the exact amount applied to principal in each monthly billing cycle may vary based on an amortization schedule for the Loan. As your Loan(s) approach the end of the applicable Term, a larger portion of your Minimum Payment will generally be applied to the outstanding principal balance of the Loan. To obtain the amortization schedule applicable to your Loan(s), please contact ACA. If you prepay all or any portion of the amounts you owe, in accordance with Section 6(e) above, you may reduce the amount of the Finance Charge you would have otherwise incurred if you made only the required Minimum Payment.
- (g) The initial Loan balances for Loans initiated in a billing cycle will appear on your monthly billing statement for that billing cycle as the **New Balance Subject to Finance Charge**. Your monthly billing statement will identify each Balance Subject to Finance Charge (including for Loans initiated in previous billing cycles) as well as the corresponding APR.
- (h) There is a minimum Finance Charge of fifty cents (**\$ .50**) if a Finance Charge is otherwise assessed on your ACA Account during a billing cycle.
- (i) The Finance Charge will not apply to other fees or charges described in Section 8 of this Agreement.

## 8. Other Charges/Fees

The following other charges and fees may apply to your ACA Account:

- (a) **Program Set Up Fee:** If your Plan requires a set up, origination or loan line increase fee, a Program Set Up Fee will be assessed in accordance with the terms of your Plan or your Plan's loan program policy or guidelines. The Program Set Up Fee will be paid to the Plan Administrator for processing your ACA Account application. A portion of the Program Set Up Fee may be paid to ACA for services related to establishing your ACA Account. If applicable, your Program Set Up Fee is disclosed at the time you apply for your ACA Account. Per your Plan, the fee will either be charged at the time you apply for your ACA Account and assessed to your Plan Account or it will be assessed by ACA and will appear on your monthly billing statement. Any Program Set Up Fee you incur on your monthly billing statement will be due in full by the Payment Due Date for the billing cycle in which the Program Set Up Fee was incurred.
- (b) **Annual Fee:** If your Plan requires a recurring Annual Fee, this fee will be assessed in accordance with your Plan's Guidelines. The Annual Fee will be paid to the Plan Administrator for services related to the annual maintenance of your ACA Account within their recordkeeping system, including annual reporting, balancing loan positions within your ACA Account, and processing trades to transfer money between your ACA Account and Plan Account. A portion of the Annual Fee may be paid to ACA for services related to the above annual maintenance of your ACA Account. If applicable, the amount of your Plan's Annual Fee will be disclosed to you at the time you apply for your ACA Account. Any Annual Fee will either be assessed directly to your Plan Account or it will be assessed to your ACA Account according to your Plan's Guidelines. If your Plan's Guidelines require the fee to be assessed to your ACA Account, the Annual Fee will be due in full by the Payment Due Date for the billing cycle in which the Annual Fee was incurred, which is the anniversary date of your ACA Account being established. If you close your ACA Account within 30 days after the Closing Date of the monthly billing statement on which the Annual Fee appears, you will not incur the Annual Fee. You may continue using your ACA Account during this 30-day period up to the date you tell us to close your ACA Account. See Section 11(a) below for the procedures for closing your ACA Account.
- (c) **Cash Advance Fee:** A Cash Advance Fee of \$2.00 will be charged on each Advance you obtain by using your Card at an ATM or by presenting your Card at a financial institution or to another person that is permitted to make cash available to cardholders. A Cash Advance Fee of \$2.00 will also be charged on all Transactions made with Account Access Checks, which are treated as Advances under this Agreement as described in Section 4(a) above. The Cash Advance Fee will be paid to ACA for services in connection with processing any such Advance. Any Cash Advance fee will be due in full by the Payment Due Date for the billing cycle in which the Cash Advance Fee was incurred. (A financial institution or other person from whom you obtain an Advance may impose a separate charge that is added to the total amount of your Advance at the time you make the Transaction. Any such charge is not imposed by ACA and is not considered a Cash Advance Fee for purposes of this Agreement. Because such a charge is included in the amount of your Advance, the charge will be included in the principal balance for the corresponding Loan and will be subject to the Finance Charge described in Section 7 of this Agreement.)
- (d) **Returned Payment Fee:** You will incur a Returned Payment Fee of \$20.00 for any check or other negotiable instrument presented in payment of amounts owed on your ACA Account that is returned unpaid. The Returned Payment Fee is paid to ACA to pay the charges assessed to ACA by the bank and for services in connection with processing the returned payment. A Returned Payment Fee is due in full by the Payment Due Date for the billing cycle in which the Returned Payment Fee was incurred.
- (e) **Rejected Account Access Check Fee:** You will incur a Rejected Account Access Check Fee of \$20.00 for any Account Access Check that is rejected by ACA. An Account Access Check may be rejected due to any of the reasons specified in Section 4(b) of this Agreement. The Rejected Account Access Check Fee is paid to ACA to pay the charges assessed to ACA by the bank and for services in connection with processing the rejected Access Check. A Rejected Account Access Check Fee is due in full by the Payment Due Date for the billing cycle in which the Rejected Account Access Check Fee was incurred.
- (f) **Overnight Delivery Fee:** You will incur an Overnight Delivery Fee for any document delivered at your request by express delivery. The Overnight Delivery Fee will be paid to ACA for the charges assessed to ACA by the overnight carrier company. The Overnight Delivery Fee will be due in full by the Payment Due Date for the billing cycle in which the Overnight Delivery Fee was incurred. The amount of the Overnight Delivery Fee depends on the type of overnight delivery requested, as specified below:
  - (i) Overnight Card Delivery to Domestic Address: \$20.00
  - (ii) Overnight Card Delivery to International (including Puerto Rico) Address: \$10.00
  - (iii) Overnight Account Access Check Delivery: \$30.00
- (g) **Manual Process Fee:** The Manual Process Fee may only apply after electronic statements (e-delivery) are offered by ACA. ACA shall provide sixty (60) days' prior written notice to you if the Manual Process Fee will be charged to your ACA Account and shall afford you an opportunity to close your ACA Account prior to the implementation of any Manual Process Fee. Following the sixty (60) day notice period, you may incur a Manual Process Fee of \$2.00 for each of your monthly billing statements sent to you by regular U.S. mail to your address on record or for the manual processing of check loan repayments. The Manual Process Fee will be paid to ACA for the processing, printing, and mailing of the monthly billing statements as well as the manual processing of check loan repayments. The Manual Process Fee will be due in full by the Payment Due Date for the billing cycle in which the Manual Process Fee is incurred.
- (h) **Changes in Fees:** We will not change the Other Charges/Fees described above without sixty (60) days' prior written notice to you with an opportunity to close your ACA Account prior to the implementation of any increase in the Other Charges/Fees. See Section 11(a) below for the procedures for closing your ACA Account.
- (i) **Additional Fees:** Please contact your Plan Administrator for information about any additional fees that may be assessed to your ACA Account.

## 9. Transactions Made in Foreign Currencies

If a Transaction is made in a foreign currency, Visa will convert the Transaction into a U.S. dollar amount. Visa will act in accordance with its operating regulations or conversion procedures in effect at the time the Transaction is processed. Currently, Visa regulations provide that the currency conversion rate used is either: (i) a wholesale market rate, or (ii) a government-mandated rate in effect one day prior to the processing date, plus 1% of the transaction amount. The currency conversion rate calculated in this manner that is in effect on the processing date may differ from the rate in effect on the date of the Transaction or on the Posting Date.

## 10. Default

- (a) The following may constitute events of default on your ACA Account: (i) you fail to pay any monthly Minimum Payment due or any other obligation on or before the Payment Due Date as specified in Section 6 of this Agreement, (ii) you exceed your Available Loan Line or Loan Line, (iii) you die, (iv) you provide us with false information or signatures at any time, (v) we, at any time, in our reasonable judgment, believe that the prospect of your paying any obligation is impaired, (vi) any payment on your ACA Account or any Account Access Check written by you is dishonored or returned unpaid, (vii) you fail to keep any promise or perform any duty in this Agreement or any other Agreement with us, (viii) your employment is terminated, if your Plan defines termination of your employment as an event of default, (ix) your eligibility to participate in the Plan is terminated for any reason, or (x) you experience an event that constitutes an event of default under your Plan. Please consult with your Plan Administrator for details regarding implications of default under the terms of your Plan. The terms of default under your Plan may be different than the events constituting default on your ACA Account under this Agreement and may result in negative tax consequences and premature distribution penalties.
- (b) Subject to Applicable Law, if any event of default occurs, (i) the entire unpaid balance of your ACA Account may be declared due and payable in full, (ii) the entire unpaid balance of your ACA Account may be declared a deemed distribution under your Plan's Guidelines, (iii) your Available Loan Line and/or Loan Line may be decreased, (iv) all future access to your ACA Account through the use of your Card or Account Access Checks may be restricted, or (v) your ACA Account may be cancelled immediately without prior notice to or demand upon you. You hereby waive any right of prior notice and demand in the event of default under this Agreement. If your ACA Account is cancelled, any obligation to extend further ACA Account access to you shall cease. Your obligation to pay any unpaid balance on your ACA Account and corresponding finance charges and other charges or fees, as determined under this Agreement, shall continue if your ACA Account is cancelled.
- (c) Any Transaction made by you shall be a valid and binding obligation of yours or your estate's, even if the Transaction is posted after your death or incapacity.
- (d) You agree to pay all actual costs of collection, including reasonable court costs and attorneys' fees, to the extent permitted by Applicable Law.
- (e) You agree and understand that a default on your Account will result in the outstanding balance being declared a retirement plan distribution by the IRS and therefore may be subject to income taxes and penalties. In addition, default will also reduce your benefits at retirement. Consult with your Plan Administrator for details. We reserve the right, subject to the terms of your Plan, your Plan's Guidelines, and Applicable Law, to deduct outstanding Finance Charges or other charges and fees from any remaining Available Loan Line prior to a loan in default being declared a retirement plan distribution.**

## 11. Closing or Modifying Account; Termination of Account or Services

- (a) You may close your ACA Account at any time without any penalty or fee by writing to us at the address or calling us at the telephone number shown on your monthly billing statement. If you close your ACA Account, you will no longer be permitted to use your Card or Access Checks and you will be required to continue to make your regularly scheduled monthly payments until the entire unpaid balance of your ACA Account is repaid. You may pay all of the amounts you owe at any time without penalty as provided in Section 6(e) above. During this repayment period, you are still subject to the events of default as specified in Section 10(a) of this Agreement.
- (b) You may reduce the amount of your Available Loan Line at any time without any penalty or fee by writing to us at the address or calling us at the telephone number shown on your monthly billing statement. Any reduction you make to your Available Loan Line will also reduce your Loan Line by the same amount.
- (c) You may increase the amount of your Loan Line by applying for an increase and being approved for the increase by your Plan Administrator. If your Plan Administrator approves the increase to your Loan Line, your Plan will transfer the amount of the approved increase from your Plan Account to your ACA Account in accordance with your Plan's Guidelines. Any increase in your Loan Line will increase your Available Loan Line by the same amount. The amount of your Loan Line is subject to the restrictions imposed by Applicable Law, which are described in Section 1(d) above.
- (d) We may terminate your ACA Account or stop offering any services or features to you at any time by giving you written notice of termination. If your ACA Account is terminated, you are still obligated to pay the outstanding balance plus any applicable Finance Charges or other charges or fees in accordance with this Agreement. You agree that if your Account is terminated, you will stop using your Card and Account Access Checks, and will, upon our request, promptly return to us your Card and all unused Account Access Checks.

## 12. Lost or Stolen Cards and Account Access Checks

Call us at 877-813-5356 immediately if your Card, Card number, PIN, or any Account Access Check is lost or stolen, or has been used or may be used without your authorization, or if you otherwise notice any fraudulent activity on your Account. You will not be liable for any unauthorized use that occurs after we receive notice from you of the possible loss, theft, or unauthorized use. You should not permit any person other than you to use your ACA Account, Card, Card number, PIN or Account Access Checks. If any person other

than you use your ACA Account, Card, Card number, PIN or Account Access Checks to make any Transactions and you do not immediately notify us, you agree that you are responsible and will be liable under this Agreement for all such Transactions.

### **13. Waiver; Severability**

We may waive or delay enforcement of any of our rights under this Agreement or Applicable Law without waiving any of our other rights or remedies or affecting any of your obligations under this Agreement or Applicable Law. Any provision of this Agreement that is held to be invalid, illegal or unenforceable in any respect shall be void, but shall not otherwise affect the validity of the remainder of the Agreement.

### **14. Assignment**

We may assign any or all of our rights under this Agreement at any time without your consent. Any person to which we assign this Agreement shall be entitled to all of our rights under this Agreement. None of your rights or responsibilities shall be affected by such assignment unless this Agreement is amended in writing at such time or thereafter.

### **15. Amendment**

We may amend this Agreement in any manner at any time. We will send notice of any change to you at the most recent address listed on your ACA Account, and if required by Applicable Law, will send the notice to you prior to the effective date of the change. Any change in the terms of this Agreement may apply to new Purchases and Advances and as well as to the outstanding balance on your Account. This Agreement modifies, amends and supersedes all previous Visa agreements between you and us, if any, that pertain to this Account.

### **16. Governing Law**

This Agreement, which governs access to your ACA Account through use of your Card and Account Access Checks, is entered into by you and us in the State of New York. The legality, enforceability and interpretation of this Agreement, as well as any claim, dispute or controversy arising from or relating to your ACA Account or this Agreement, regardless of the basis of the claim or the place of your residence, is governed by, and construed in accordance with, the laws of the State of New York (without regard to the conflict of laws rules of New York), and applicable federal laws and regulations.

## **Your Billing Rights in Case of Errors or Inquiries About Your Bill**

This notice contains important information about your rights and our responsibilities under the Federal Fair Credit Billing Act. Keep this notice for future use.

### **Notify Us in Case of Errors or Questions About Your Bill**

If you think your bill is wrong, or if you need more information about a transaction on your bill, call Access Control Advantage Customer Service at 800-346-8380.

Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the FIRST bill on which the error or problem appeared. Follow up all telephone inquiries with a written statement to preserve your rights. In your letter, give the following information:

- Your name and Account Number.
- The dollar amount and date of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error.

### **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 bill was correct.

After we receive your letter, while we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question. We can continue to bill you for that amount you question, including finance charges, and we can apply any unpaid amount against your Available Loan Line. You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges, and you must pay 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 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 bill. We must tell you the name of anyone we report 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 bill was correct.

**Special Rule for Card Purchases.** If you have a problem with the quality of goods or services that you purchased with your Card and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not in your home state, within 100 miles of your current mailing address.
- (b) The purchase price must have been more than \$50.

## ACA Privacy Notice

**Protecting Customer Information:** Keeping your personal information secure is important to us at Access Control Advantage, Inc. ("ACA"). This Privacy Policy explains how we protect your privacy, when we collect and use information about you in order to administer your account, and the measures we take to safeguard that information.

**ALL PERSONAL INFORMATION PROVIDED BY OUR CUSTOMERS IS USED EXCLUSIVELY TO ADMINISTER OUR BUSINESS AND RELATED SERVICES IN A MANNER CONSISTENT WITH ALL APPLICABLE LAWS AND REGULATIONS. IT IS KEPT CONFIDENTIAL AND NOT SOLD TO THIRD PARTIES FOR USE IN MARKETING OR SOLICITATION. WE MAINTAIN YOUR PERSONAL INFORMATION ACCORDING TO STRICT STANDARDS OF SECURITY AND CONFIDENTIALITY.**

ACA requires that employees with access to confidential information not use or disclose the information except for our internal business use. Only employees who need this information to service your accounts have access to this information. Such employees are trained to safeguard your personal information.

**Who is covered by our Privacy Policy:** This Privacy Policy applies to all current and former customers of ACA. Customers receive our Privacy Policy when they open a new account and annually thereafter. Our current policy is available online at [www.ACAonline.com](http://www.ACAonline.com). You will be notified of any major change to the Privacy Policy.

### Types of Information We Collect from Our Customers:

- Information from applications, incoming phone calls, online registrations or other forms (such as your name, address, e-mail address, social security number and income).
- Information about your account, account transactions (e.g., account number, spending and payment history, use of online products and services) and other transactions with ACA and others.
- Information obtained in connection with our efforts to protect against fraudulent or unauthorized use of your account. • If you visit our website, we use software to collect anonymous data including browser types, pages visited, date of visit and time spent on our site. With or without cookies, our website keeps track of usage data, such as the source address of a page request, your IP address or domain name, the date and time of the page request, the referring website (if any) and other parameters in the URL. We use this data to better understand website usage and to improve our website. The information is stored in log files and is used for aggregated and statistical reporting. This log information is not linked to personally identifiable information gathered elsewhere on the site. Please refer to our Internet Security Statement found on our website, [www.ACAonline.com](http://www.ACAonline.com), for more information.

**Use of Information:** When we collect personal information from you, we will reference this policy or otherwise explain to you how we intend to use the information. We use personal information in ways compatible with the purposes for which we originally requested it. We limit the collection and use of personal information to what is necessary to administer our business. ACA shares personal information about you to give you superior customer service, provide convenient access to our services and make a wider range of products available to you. We share this information in the following ways:

- Legal and Routine Business Reasons. ACA may disclose personal information as required by law. We do reserve the right to disclose personal information in limited circumstances where we believe in good faith that disclosure is required under law, to cooperate with regulators or law enforcement authorities, to process and service your account, to protect against fraud, to protect the security of our records, to protect our rights or property, or upon your written request. Personal information may be shared with third-party service providers for the sole purpose of performing services for ACA. Companies we hire to provide support services must conform to our privacy standards. They are required to keep this information confidential and not use it for any other purpose than to carry out the services they are performing for ACA, such as printing statements, checks, etc.
- Sharing Information within ACA. ACA and its affiliated companies offer a selection of financial products and services. We may share information we have about you, as described above, among these entities. Some of the benefits to you include improved customer service and responsiveness and detection of unusual behavior to help prevent unauthorized transactions or fraud.

**Questions:** If you have any questions, please contact us by e-mail at [CustomerService@ACAonline.com](mailto:CustomerService@ACAonline.com), call us between 9:00 a.m. and 5:00 p.m. Eastern Time at 800-346-8380 and press "0," or send a letter to Access Control Advantage, Inc., Attn: ACA Operations, 1250 Broadway, 32<sup>nd</sup> Floor, New York NY 10001-3701.

*We constantly evaluate our procedures to protect personal information and make every effort to keep your personal information accurate and current. If you identify any error in your personal information or need to change that information, please contact us and we will update our records.*

**Options relating to disclosure of personal information:** We will not contact you regarding additional products or services, and we will not provide personal information to any third parties for this purpose, if you instruct us not to do so. To give us such instructions, please e-mail us at [CustomerService@ACAonline.com](mailto:CustomerService@ACAonline.com) or call us at 800-346-8380 and press "0." If you choose this option, we will continue to contact you from time to time to notify you of changes to our services or to our website.

### Ways you can protect your privacy

- Do not share your account information, including personal or secret codes or passwords, with others.
- Never provide confidential information to unknown callers.
- Protect your account records including all statements and receipts.
- Use a secure browser when doing business on the Internet, and exit online applications when finished.

### If you believe you may be a victim of identity theft, you should:

- Contact ACA's customer service immediately at 800-346-8380 and press "0."
- Report the theft to each of these credit reporting agencies:
  - Experian (888-397-3742)
  - Equifax (800-525-6285)
  - TransUnion (800-680-7289)
- File a police report in your local jurisdiction; retain the report number and name of the officer with whom you filed the report.
- Contact the Federal Trade Commission's Identity Theft Hotline at 877-IDTHEFT to file a complaint or go to [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft).