Access Control Advantage

Customer Agreement and Disclosures

This Customer Agreement and Disclosures ("Customer Agreement" or "Agreement") contains the terms that govern your access to your Access Control Advantage ("ACA") Account offered by your qualified retirement plan. The terms you, your or yours mean the person who applied for and obtained an ACA Account (the "Account"), and to whom a Visa® Card (the "Card") is issued. The word Plan means your qualified retirement plan that approved your Account according to the Plan's guidelines. The term ACA Account means the loan line established for you pursuant to your Plan, which can be accessed through use of checks or the Card. The term Account Fund means the cash account into which a portion of your vested Plan balance ("Plan Balance") has been transferred in connection with the ACA Program. The terms we, us and our mean Access Control Advantage, Inc.

The ACA Program

You have requested that your Plan establish a loan line to enable you to borrow from your retirement Plan subject to the repayment of such borrowing by you plus interest to your retirement Plan. The Plan will transfer the requested and approved amount from your Plan investments to your loan account fund. Amounts in your Account Fund will be invested in a cash account earning dividends or interest and continue to be considered part of your Plan Balance until withdrawn.

Checks or Cards that you may use to access your Account will be issued to you. Each time you use either, the amount of your purchase or cash advance will be withdrawn from your Account Fund to pay the merchants, banks or other places where you used it. Each time you make a payment toward the outstanding balance on your Account, an amount equal to your payment, less all applicable charges and fees (as described in this Agreement), will be redeposited to your 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 Account that will detail purchases and cash advances, finance charges and other charges and fees, and any repayments you make to your retirement fund.

Your ACA Account is either *revolving* or *non-revolving.* The type of Account available to you is determined by your Plan. If you were offered and selected a *revolving* Account, please read the section below entitled *The Revolving ACA Account* for specific features and terms of your Account. If you were offered and selected a *non-revolving* Account, please read the section below entitled *The Non-Revolving ACA Account***,** and the *Non-Revolving Account Disclosure* for specific features and terms of your Account. When you have finished reading the section that pertains specifically to your Account type, please continue to the *General Terms* section, for the features and terms of all ACA Accounts. Throughout this Agreement, the term Account refers to both revolving and non-revolving ACA Accounts, unless otherwise indicated.

The Revolving ACA Account

If you were offered and selected a revolving ACA Account through your Plan, please read this Section for specific features and terms of your revolving Account. Then continue to *General Terms* for the other features and terms of your Account.

(If you were offered and selected a non-revolving ACA Account, this Section does not apply to your Account. Please go to *The Non-Revolving ACA Account* below.)

1. Your Loan Line Limit

(a) The loan line established for you in connection with your revolving Account (your "Loan Line Limit") is determined by the Plan according to its Guidelines. Whenever you access your revolving Account by making a purchase or cash advance, the amount of funds available to you will decrease. Whenever you repay all or any portion of your outstanding loan balance, your Available Loan Line will increase. Your Available Loan Line will be stated on the billing statements, which will also detail your purchases, cash advances, finance charges and other fees, and repayments.

(b) You agree not to exceed 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.

(c) Your Available Loan Line may be reduced at any time and from time to time to ensure compliance with Plan guidelines and applicable laws and regulations ("Applicable Law"), which generally limit maximum loan amounts to a percentage of your vested account balance. Consult with your Plan Administrator for details.

2. Your Account Fund; Your Payments

(a) Upon approval of your request for a loan line, the Plan will transfer an amount equal to your Loan Line Limit into your Account Fund from your Plan investments according to its guidelines and invest it in a plan option where it will earn dividends or interest and continue to be considered part of your Plan Balance until withdrawn by you.

(b) Each time you make a repayment on your revolving Account, an amount equal to your payment, less all applicable charges and fees as described in Paragraph 9 below, will be deposited to your Account Fund. The principal portion of your deposited repayments will remain in your Account Fund and may increase the Available Loan Line for your revolving Account. The Prime Rate Finance Charge portion (as defined in Paragraph 9 below) of your payments, plus the dividends earned in your Account Fund, will be transferred periodically from your Account Fund into your other Plan investments according to Plan guidelines.

(c) At our option, we may, following our receipt and posting of a payment to your revolving Account, place a hold for up to seven (7) days on a portion of your Available Loan Line up to that amount in order to ensure compliance with Plan guidelines and Applicable Law. We may place a hold for any reason, including, but not limited to, the following: (i) a previous payment on your revolving Account was returned for insufficient funds; (ii) your revolving Account is delinquent or is in default; or (iii) we suspect that the payment is fraudulent or that there is unauthorized access to, or use of, your revolving Account.

(d) At our option, we may return a payment that exceeds your outstanding balance. If we accept a payment that exceeds your outstanding balance, the excess amount will not be deposited to your Account Fund and will not increase your Available Loan Line, but will be refunded to you.

The Non-Revolving ACA Account

If you were offered and selected a non-revolving ACA Account through your Plan, please read this Section for specific features and terms of your non-revolving Account. Then continue to *General Terms* for the other features and terms of your Account.

(If you were offered and selected a revolving ACA Account, this Section does not apply to your revolving Account. If you have read *The Revolving ACA Account*, please go to *General Terms* below.)

3. Your Loan Line Limit

(a) The loan line established for you in connection with your non-revolving Account (your "Loan Line Limit") is determined by the Plan according to Plan Guidelines. The Loan Line Limit represents the maximum total amount you can borrow against your Plan through your non-revolving ACA Account. Whenever you access your non-revolving Account by making a purchase or cash advance as described in Paragraph 6(a) below, the amount of funds available to you through your non-revolving Account (your "Available Loan Line") will decrease accordingly. Payments you make on your non-revolving Account will not increase your Loan Line Limit. (Your Available Loan Line cannot increase unless, in accordance with Plan guidelines, you apply for and obtain a loan line increase.) Your Available Loan Line will be stated on the billing statements for your non-revolving Account. Your billing statements will also detail your purchases, cash advances, finance charges and other fees, and payments.

(b) You agree not to exceed 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.

(c) Your Available Loan Line may be reduced at any time and from time to time to ensure compliance with Plan guidelines and applicable laws and regulations ("Applicable Law"), which generally limit maximum loan amounts to a percentage of your vested account balance. Consult with your Plan Administrator for details.

4. Your Account Fund; Your Payments

(a) Upon approval of your request for a loan line, the Plan will transfer an amount equal to your Loan Line Limit into your Account Fund from your Plan investments according to Plan guidelines. Amounts in your Account Fund will be invested in a money market fund offered by the Plan and will earn dividends 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 non-revolving Account, an amount equal to your payment, less all applicable charges and fees as described in Paragraph 9 below, will be deposited to your Account Fund. The principal portion and the Prime Rate Finance Charge portion (as defined in Paragraph 9 below) of your payments, plus the dividends earned in your Account Fund, will be periodically transferred by the Plan from your Account Fund into your other Plan investments according to Plan guidelines.

(c) At our option, we may return a payment that exceeds your outstanding balance. If we accept a payment that exceeds your outstanding balance, the excess amount will not be deposited to your Account Fund, but will be refunded to you.

General Terms

The following terms and conditions apply to all ACA Accounts.

5. Acceptance of Agreement

By applying for, activating or using your Account Card or Account Access Checks, or authorizing any other person to do so, you accept and agree to be bound by all the terms and conditions of this Agreement that apply to your Account. You also so authorize us to retain your written or electronic ACA Application.

6. 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 places 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, “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 checks that are provided by us (Account Access Checks) 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 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 may stop permitting you to use Account Access Checks at any time. You agree to stop using them upon our request. You may not use Account Access Checks to pay any portion of any outstanding balance you owe on your Account. Account Access Checks will not be returned to you with your monthly billing statements but will be identified on them. We will not certify Account Access Checks. We are not obligated to pay an Account Access Check if: (i) your Account is in default, (ii) your Available Loan Line has been exceeded or would be exceeded if we honored the Check, (iii) you have notified us or we have determined that your Card or Account Access Checks have been lost or stolen or there is unauthorized access to, or use of, your Account, or (iv) your Account has been closed for any reason.

(c) 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. Cash refunds will not be made directly to you by the person honoring the Card. Instead, the person 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.

(d) At our option and without changing your obligations to us in any manner, we may change your Account number and issue you a new Card and Account Access Checks bearing the new Account number.

(e) You will advise us and your Plan administrator promptly if you change your mailing address. 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 address as shown in our records.

7. Promise to Pay; Authorized Users

(a) You promise to pay the principal of all Transactions on your Account, plus finance charges on those amounts, and all other charges and fees you incur in accordance with the terms of this Agreement to your personal pension plan plus interest and any applicable fees. You agree that you are responsible and will be liable under this Agreement for all Transactions by any person you authorize to use your Account, Card, Card number, PIN or Account Access Checks. You acknowledge and agree that any Transaction by you or any person you authorize to use your Account, Card, Card number, PIN or Account Access Checks is valid, regardless of the purpose of the Transaction.

8. 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, (ii) your Account has a balance on the final day of the monthly billing cycle (the “Closing Date”), or (iii) a finance charge is imposed.

(b) Your monthly billing statement is available on the web or alternatively will be sent by regular U.S. mail to your address as it appears in our records.

(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 due is determined as follows: on any day that you make a Transaction on your Account, the total amount of that day's Transactions will constitute a separate Loan. Each billing cycle, a separate payment amount is calculated for each outstanding Loan initiated during that billing cycle. The separate payment amount remains the same for the duration of the Loan and is based on the amortization of the Loan over the Term. The Term, which is the same for every Loan taken from your Account, begins on the Closing Date for the monthly billing cycle during which the individual Loan is initiated. The Minimum Payment due each billing cycle is calculated to pay off each Loan balance for your Account within the Term. Each billing cycle, the separate payment amounts for all outstanding Loans are combined. The Minimum Payment due each billing cycle will be the greater of: (i) the sum of the separate payment amounts for all outstanding Loans, plus any amount past due, plus any amount in excess of your Available 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 Loan Line Limit immediately upon our request. 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 will not affect your obligation to make the Minimum Payments due in subsequent monthly billing cycles, calculated in accordance with this Agreement, while any balances are outstanding.

(e) You agree that we may accept partial payments of amounts due or late payments without losing 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 without resulting in the acceptance of any such condition or the loss of any of our rights under this Agreement or Applicable Law.

(f) Payments on your Account will be applied first to any amount in excess of your Available Loan Line, next to fees and other charges incurred during the billing cycle (first to Cash Advance fees, then Returned Payment fees, then Overnight Delivery fees, then Program Set Up fees, then Annual fees), 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 the principal on each Loan (first to the earliest loan, and then to subsequent loans in chronological order). Subject to Applicable Law, we reserve the right to change the order in which we apply payments at any time and without notice.

9. Finance Charges

There is no Grace Period. Finance charges begin to accrue on the date each Transaction is posted to your Account (the "Posting Date") and continue until the principal balance of your Account is paid in full.

(a) The Daily Periodic Rate and Annual Percentage Rate for your Account in effect at the time your Account is originated are disclosed at the time you apply for your Account. The Annual Percentage Rate for Transactions is a variable rate based on the Prime Rate plus a margin ("Margin"). The Prime Rate means the highest prime rate published in the "Money Rates" section of the *Wall Street Journal* on the last business day of each calendar month. If the *Wall Street Journal* is not published on the last business day of a given month, we will use the Prime Rate published on the prior publication day. Any increase or decrease in the Prime Rate will correspondingly increase or decrease the Annual Percentage Rate, and may increase or decrease the finance charge and Minimum Payment due. Changes to the Annual Percentage Rate will apply only to new Loans. All previous Loans retain the Annual Percentage Rate in effect on the Posting Date of the Transaction(s) constituting that Loan until the Loan is paid off. We determine the Annual Percentage Rate and the corresponding Daily Periodic Rate once each billing cycle. Changes to the Annual Percentage Rate may occur monthly, and any changes will be effective on the first day of the next billing cycle and will apply to balances for Loans initiated up to and including the Closing Date that precedes the next change.

(b) We calculate the Balance Subject to Finance Charge in the following manner: On any day that you use your Card or Account Access Checks to make Transactions, all the Transactions for that day will be added together and will constitute a separate Loan for that day. At the end of each billing cycle, we subtract any payments or credits attributable to each Loan to derive each Loan balance as of the Closing Date. We then calculate the finance charge for each Loan separately, in accordance with the method described below.

(c) We calculate a portion of the finance charge by applying a Daily Periodic Rate to each Loan balance at the end of each billing cycle. We make this calculation separately for each Loan (that is, each given day's total amount of Transactions) according to the following method: First, we subtract any payments or credits attributable to each Loan to determine each Loan balance, as described above. To derive the Daily Periodic Rate applicable to each Loan, we determine the Annual Percentage Rate in effect at the time the Loan was initiated in accordance with the terms above, and divide the Annual Percentage Rate by 365 (366 in a leap year). We then multiply the Daily Periodic Rate for that Loan by the number of days the Loan was outstanding during the billing cycle. This generally means that for Loans initiated during previous billing cycles, we multiply the Daily Periodic Rate by the total number of days in the billing cycle, and for new Loans, we multiply the Daily Periodic Rate by the number of days from the date of the Posting Date up to and including the Closing Date. (For a Loan that is paid off during the billing cycle but before the Closing Date, we multiply the Daily Periodic Rate by the number of days from the first day of the billing cycle up to and including the day the payment was posted to your Account. For a new Loan that is initiated after the beginning of a billing cycle and paid off during the same billing cycle but before the Closing Date, we multiply the Daily Periodic Rate by the number of days from the applicable Posting Date up to and including the day the payment was posted to your Account.) We then multiply the product of that calculation by each Loan balance. The sum of the initial Loan balances for that billing cycle will appear on your monthly billing statement as the New Balance Subject to Finance Charge. Your monthly billing statement will identify each balance subject to finance charges as well as the Daily Periodic Rate and corresponding Annual Percentage Rate applicable to each balance.

(d) There is a minimum FINANCE CHARGE of FIFTY CENTS ($.50) if a finance charge is otherwise assessed on your Account during a billing cycle.

(e) The portion of the finance charge that results from the application of the Prime Rate to the Balance Subject to Finance Charge is the Prime Rate Finance Charge. The Prime Rate Finance Charge portion of each payment will be deposited to your Account Fund. The portion of the finance charge that results from the application of the Margin to the Balance Subject to Finance Charge is the Margin Finance Charge. We retain the Margin Finance Charge portion of each payment. It will not be deposited to your Account Fund.

(f) A Cash Advance fee of $2 (which constitutes a finance charge) 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. (Any charge imposed by such a financial institution or person or at an ATM that is added to the total amount of your Cash Advance amount at the time you make the Transaction is not imposed by us and is not considered a Cash Advance fee for purposes of this Agreement.) Any Cash Advance fee will be due in full by the next Payment Due Date.

(g) Program Set Up fee: If your Plan requires a set up or origination fee, this fee, which is a finance charge, will be assessed in accordance with Plan guidelines. If applicable, your Program Set Up Fee is disclosed at the time you apply for your Account and will appear on your first monthly billing statement. Any Program Set Up Fee will be due in full by the first Payment Due Date.

10. Other Charges/Fees

The following other charges and fees apply to your Account:

(a) Annual Fee: If your Plan requires a recurring Annual Fee, this fee will be assessed in accordance with Plan guidelines. If applicable, your Annual Fee will be disclosed at the time you apply for your Account. Any Annual Fee will be due in full by the next Payment Due Date. If you close your Account within 30 days from the date of the monthly billing statement on which the annual fee appears, you will avoid paying the annual fee. You may do this by writing to us at the address or calling us at the telephone number shown on your monthly billing statement. You may continue using your Account during this 30-day period up to the date you tell us to close your Account.

(b) Returned Payment Fee of $10 for any check or other negotiable instrument presented in payment of amounts owed on your Account that is returned unpaid and is due in full by the next Payment Due Date.

(c) Overnight Delivery Fee, currently $10, for any document delivered at your request by express delivery service will be due in full by the next Payment Due Date.

11. 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 conversation 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.

12. Default

(a) The following constitute events of default on your Account: (i) you fail to pay any monthly Minimum Payment Due or any other obligation on or before the Payment Due Date, (ii) you exceed your Available 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 Account or any Account Access Check written by you or any person you authorized to do so 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 with the Plan Sponsor is terminated, if the plan documents for your Plan Account define termination of your employment as an event of default, or your eligibility to participate in the Plan is terminated for any reason. Please consult with your Plan Administrator for details regarding implications of default under the terms of the Plan. These terms of default may be different than the events constituting default on your Account and may result in negative tax consequences and premature distribution penalties.

(b) Subject to Applicable Law, if any event of default occurs, the entire unpaid balance of your Account may be declared due and payable in full, the entire unpaid balance of your Account maybe declared a disbursement under the Plan guidelines, your Available Loan Line may be decreased, all future access to your Account through the use of your Card or Account Access Checks may be restricted or your Account may be cancelled immediately without notice to or demand upon you. You hereby waive any right of notice and demand in the event of default. If your Account is cancelled, any obligation to extend further Account access to you shall cease. Your obligation to pay any unpaid balance on your Account and corresponding finance charges as determined under this Agreement shall continue if your 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 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 disbursement by the IRS and therefore may be subject to income taxes and penalties. In addition, a default will also reduce your benefits at retirement. Consult with your Plan Administrator for details.**

13. Termination of Account or Services

We may terminate your Account or stop offering any services or features to you at any time by giving you written notice of termination. If your Account is terminated, you are still obligated to pay the outstanding debt 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 return promptly to us your Card and Account Access Checks and any other access devices.

14. Lost or Stolen Cards and Account Access Checks

Call Lost and Stolen Card Services 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.

15. Waiver; Severability

We may waive or delay enforcement of any of our rights under this Agreement or Applicable Law without losing any of our rights or affecting any of your obligations under this Agreement or Applicable Law. Any provision of this Agreement that is prohibited by law shall be void, but shall not otherwise affect the validity of the remainder of the Agreement.

16. Assignment

We may assign any or all of our rights under this Agreement at any time without your consent. Any person to whom 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.

17. Amendment

We may amend this Agreement in any manner at any time. We will send notice of any change to you at the address listed on your 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.

18. 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 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 ACA 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. 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.

We require 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 ours. Our website, ACAonline.com, may contain links to unaffiliated websites. We are not responsible for the privacy practices or the content of such other websites.

Customers receive our Privacy Policy when they open a new account and annually thereafter. Our current policy is available online at 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, email 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 us and others.
- Information about your creditworthiness, credit history, and information about you obtained from consumer reporting agencies or other companies we work with, and information obtained in connection with our efforts to protect against fraudulent or unauthorized use of your account(s).
- 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.
- If you utilize our online services, we retain your user ID and password and information about your use of our website so that we can recognize you as a registered user of an online service and personalize your online session.

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. We share 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. We 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(s), 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 us. 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 us, such as printing statements, checks, etc.

- Marketing Purposes. We may also share information we have about you, as described above, with third parties hired by us to market our products and services exclusively.

- Sharing Information within Our Organization. We and our 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.

*If you have any questions, please contact us by email at **info@ACAonline.com**, or 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, Attn: ACA Operations, 1250 Broadway, 32nd 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 provided by us, 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 email us at ***info@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 or updates to your account, to our services or to our website.

Ways you can protect your privacy

Here are some measures to take to help prevent theft of your identity:

- 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 us 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.