

Primecard® Cardholder Agreement and Disclosure Statement

The following is the Cardholder Agreement between Primecard, Inc. ("Primecard") and you, covering the Primecard Charge Card, which you now hold, or is delivered to you with this Agreement, and your charge card account with Primecard (hereinafter collectively referred to as the "Card") In this Agreement, the words "you" and "your" refer to each and all of the persons who accept a Card issued by Primecard. By applying for, signing, using or permitting others to use the Card or account, you and any joint account holders will be bound by this Agreement. Any authorized users on your account will be bound by this Agreement to the extent of their purchases and advances. You must sign your Card before it can be used.

1. USE OF ACCOUNT: You may use the Card to purchase, rent or lease goods or to purchase services ("Purchases") from persons or establishments that honor the Card. You authorize Primecard to pay the account items representing the Purchases.

If you permit any person to have access to your Card or account number with the authorization to make a charge, you will be liable for charges made by that person, including charges for which you may not have intended to be liable. In addition, any additional authorized user is personally liable for any obligation incurred by him/her under said account.

2. PROMISE TO PAY: When you use your Card or permit someone else to use it for purchases, you represent to Primecard that you have the intention and ability to pay, and you promise to pay for all such purchases as well as any other fees, if any, that may be due.

Authorized Users: If you have designated another individual to be an authorized user of your Card, the purchases made by such authorized user will appear on your Primecard statement along with the total amount of your monthly Purchases. The Purchases made by a designated authorized user will be subject to the terms of this Agreement.

3. BILLING STATEMENTS: You will receive a billing statement periodically. Your payment is due at the Primecard office on or before the Payment Due Date shown on your billing statement. **YOU MUST PAY YOUR ACCOUNT BALANCE IN FULL EACH MONTH. YOU MAY NOT PAY IN MONTHLY INSTALLMENTS.**

4. NO FINANCE CHARGES: There are no finance or interest charges on your Card account.

5. MEMBERSHIP FEE: Primecard may impose an initial membership fee and/or annual membership fee on your account. Membership fees will be disclosed to you at the time of application for the Card. The current annual membership fee for the Card is \$25.00 and may be increased at the end of each annual period of membership. Primecard will automatically bill you the applicable annual membership fee within thirty (30) days of the due date. You have the right to cancel your Primecard membership by calling or writing to Primecard. Failure to contact Primecard within thirty (30) days of membership billing will constitute your intent to continue membership. Requests to cancel membership after thirty (30) days of the annual membership fee being billed will not result in a refund of such fee.

6. DISCOUNT: Unless otherwise noted in the Primecard Directory, web site or by special publication, you are entitled to the discount as indicated (hereinafter the "Discount") on food, beverages, merchandise and services itemized on each bill. These Discounts will be clearly indicated in the Primecard Directory, newsletter and/or update. There is **NO** discount on taxes, tips, delivery charges, or service charges, which must be paid in full. Primecard gives you the discount, not the participating merchant.

Your restaurant Discount is guaranteed up to a 25% discount. If your Card is refused by a restaurant listed as available, obtain the name of the person who refused to honor the Card, fax or mail this information and a copy of your restaurant receipt to Primecard within 14 days of the refusal. Primecard will credit your account with the appropriate discount you would have received or 25%, whichever is lower. Only one refusal per restaurant will be credited. If your Card is refused at a non-restaurant location, Primecard will not guarantee your Discount, ask that your merchandise be held and call Primecard customer service and a representative will attempt to resolve the issue with the merchant. **PRIMECARD HAS NO RESPONSIBILITY TO PROVIDE A DISCOUNT DUE TO AN ACT OF GOD OR THE FAILURE OF ANY MACHINE, TERMINAL, PROCESSING/ FINANCIAL INSTITUTION TO HONOR YOUR CARD.**

7. REVERSAL OF SAVINGS: The Discount is a privilege that you receive and retain as long as you pay your monthly cash balance in full by the Payment Due Date. If Primecard does not receive your full payment by the Payment Due Date, your savings will be reversed, i.e., you will lose your discount for that month's billing and you will be liable for the full amount of the charge. You will continue to lose your discount until such time as your account is current and in good standing.

8. OTHER FEES: Returned Check Fee: Primecard will charge you the greater of \$25.00 for checks up to \$50.00; \$30.00 for checks \$50.00 to \$300.00; \$40.00 or 5% (whichever is greater) of the face amount of any check over \$300.00, received for payment on your account that has been dishonored by your bank. Primecard will notify you of a dishonored check, and you will have seven (7) days from your receipt of that notice to pay the full amount of the check plus the applicable service charge. Unless this amount is paid in full within the time specified above, Primecard may turn over the dishonored check and all other available information relating to the incident to the state attorney for criminal prosecution. You may be additionally liable in a civil action for triple the amount of the check, but in no case less than \$50.00 together with the amount of the check, a service charge, court costs, reasonable attorney fees, and incurred bank fees.

9. PAYMENTS: You must pay your monthly Primecard statements IN FULL to retain the Discount. Payments and credits posted after the Payment Due Date or totaling less than the entire balance owing will reduce the balance owing as of the date posted but will not avoid a Reversal of Savings. For your information, Primecard receives and processes payments Monday through Friday only. If your Payment Due Date falls on a Saturday, Sunday or holiday, the Payment Due Date will be extended to the next business day. Failure to get the payment to Primecard as specified on your billing statement on or before the Payment Due Date will result in a Reversal of Savings.

Primecard will accept payments that are marked with restrictive endorsements, such as "payment in full", without losing any of its rights under this Agreement. To the extent sufficient, all payments received will be applied first to the fees, if any, that we bill to your account; next, to billed and unpaid reversals of savings; then to billed and unpaid purchases in the order determined by Primecard and finally to unbilled reversals of savings. However, Primecard can at its option return to you without presentment to your bank for payment any payment for an amount in excess of your outstanding balance at the time the payment is received.

Automatic Payment by Designated Credit Card:

You are required to provide Primecard with one of the following major credit cards, Visa®, MasterCard®, American Express® or Discover®, to use for payment of your Card charges. All Card charges less applicable discounts will be billed to this credit card as more specifically set forth below.

All charges processed for payment on your designated credit card shall be deemed to have been paid on time, for purposes of the Primecard Discount, provided that actual credit has been issued to Primecard on or before the Payment Due Date specified on your Primecard monthly billing statement. You agree to notify us within seven (7) days of any change in your designated credit card information.

Primecard is further authorized to process Card charges against your designated credit card at any time during the month. Such authorization shall remain in effect until all Card charges are paid in full by you. If, in a given month, your Automatic credit card payment is refused by your financial institution, you must provide Primecard with new credit card information within seven (7) days in order for Primecard to process payment of your outstanding Card charges. Any charge which is not accepted for payment by your designated credit card account by the Payment Due Date shall automatically cause the savings earned for that billing to be reversed and you will be responsible for payment of the full amount of Primecard charges (100%) on your statement. In addition, you will be charged a fee of \$20 or 5% of the amount (whichever is greater) not approved. If for any reason, a previously approved credit card charge is charged back to Primecard at a later date, Primecard shall reapply the charged back amount to your Primecard account and you shall be liable to pay charged back amount.

10. CREDIT REPORTS: You acknowledge that the information you provided to setup your Primecard account is true and correct. You further authorize Primecard to check this information with credit reporting agencies and others. Primecard may obtain a credit report on you at any time now or in the future to review your account. Upon a proper request, Primecard may release information

to credit reporting agencies and other creditors about our experience with your account. Upon your written request, you have the right to be informed of the name of any company issuing an unfavorable credit report on you.

11. ENTIRE BALANCE DUE: Primecard can accelerate the entire balance of your account, declaring it immediately due and payable without notice or demand, if you:

- A. Fail to make required payment when due under this Agreement;
- B. Fail to keep any other promise under this Agreement;
- C. Make any false or misleading statements on your Card Application;
- D. File for bankruptcy; or
- E. Pass away.

12. COLLECTION COSTS: To the extent permitted by applicable law, you agree to pay all costs and disbursements, including reasonable attorney's fees, incurred by Primecard in legal proceedings to collect or enforce payment of the indebtedness due.

13. OTHERS USING YOUR ACCOUNT: You promise to pay for all purchases made by anyone whom you authorize to use your account, whether or not you notify Primecard that he or she will be using it. If someone else is authorized to use your account and you want to end that person's privilege, you must advise Primecard in writing and return his or her Card, cut in half, with your written notice. You are responsible for all charges made, even after cancellation of such card, unless it has been returned to Primecard.

14. CANCELLATION: Primecard has the right to cancel your Card, suspend further transactions or revoke your card at any time. Any person may be denied use or issuance of the Card for any reason whatsoever that Primecard deems appropriate. Primecard may grant, modify or deny credit or credit lines for any reason whatsoever that Primecard deems appropriate. You may cancel your Card by writing Primecard. In either case, you agree to return all Cards, cut in half, to Primecard. Even if your card is canceled, you are still responsible for all validly incurred charges.

15. CHANGE OF TERMS: Primecard can change the terms of this Membership Agreement at any time provided we send you notice at least fifteen (15) days prior to the effective date of the change. If you do not agree to be bound by this or any other change of terms, you may cancel your Card as provided in section 14. If you do not give us written notice that you do not agree to the change in terms within thirty (30) days of the date of mailing, or if you use your Card after the effective date, you agree to be bound by the new terms and conditions of the Membership Agreement.

16. DISCLAIMER: Primecard offers the Card, the account and related services in its own interest and disclaims any duties or responsibilities other than those expressly set forth in this Agreement.

17. ASSIGNMENT: Primecard can assign your account and any of its rights under this Agreement without your consent or notice to you.

18. GOVERNING LAW: This Agreement is made in Florida. It is governed by the laws of the State of Florida and by applicable federal laws.

19. GENERAL: If any part of this Agreement is found to be unenforceable, the rest remains in full force and effect. If Primecard fails to exercise any of its rights or remedies under this Agreement, it does not waive its right to exercise same at a later date. The Card is the sole property of Primecard and you must return it to us upon request.

19. NOTICES: All notices which Primecard is required to give in connection with your account shall be deemed delivered on the day deposited in United States mail, properly addressed and with postage prepaid. You agree to notify us of any change in address.

YOUR BILLING RIGHTS: KEEP THIS NOTICE FOR FUTURE USE

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

There are no finance charges imposed on your Primecard account. However, if the charges on your monthly Primecard statement are not paid in full by the Payment Due Date on the statement, the discount reflected on such statement will be reversed, and you will be responsible for the full amount of the charges incurred. Primecard cardholders cannot pay in installments for purchases made using the Card. All charges made by an authorized Primecard cardholder are due and payable no later than the Payment Due Date stated in the monthly billing statement.

Notify Primecard 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, on a separate sheet of paper, write Primecard at the address listed on your bill. We must hear from you no later than sixty (60) days after we sent you the first bill on which the error or problem appeared. You may telephone Primecard but doing so will not preserve your rights.

In your letter, give Primecard the following information:

- Your name and Primecard account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item about which you are not sure.

Your Rights & Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within thirty (30) days of receipt, unless we have corrected the error by then. Within such period of time, we must either correct the error or explain why we believe the charge was correct. After we receive your letter, we neither try to collect any amount you question nor report that amount as delinquent. We will continue to show the amount in dispute on your monthly Primecard statement. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

After an investigation and a final determination has been made concerning the amount or charge in question, and in the event that you fail to pay any balance that has been determined to be due by you, we may report you as delinquent. If you pay the disputed amount by the next Payment Due Date, you will receive your applicable discount on the charge that was in dispute. However, if our explanation does not satisfy you and you write to us within ten (10) days that you still refuse to pay, we must tell anyone to whom we report you that you have a question about your bill, and we must tell you the name of anyone to whom we reported you. When the matter is settled we must inform everyone whom we have reported you.

If we do not follow these rules, we cannot collect the first \$50.00 of the questioned amount, even if your bill was correct.

Special Rule For Credit Card Purchases

If you have a problem with quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services.

FOR CALIFORNIA RESIDENTS: The foregoing information complies with the requirements of and is supplied pursuant to the Areias-Robbins Credit Card Full Statement Disclosure Act of 1986.