

Thank you for your interest in the ChaseHealthAdvance Revolving Credit Account.

Enclosed you will find important information regarding the rates and fees associated with a ChaseHealthAdvance account. You should review these carefully prior to applying. If you are approved for an account we have also included descriptions of documents you will receive, a representation of what a ChaseHealthAdvance statement will look like and important ChaseHealthAdvance contact information for your convenience.

This account can be viewed and managed easily by visiting MyChaseHealthAdvance.com. Convenient online billpay, e-statements and account alerts are also available to you.

You can visit ChaseHealthAdvance.com to find providers who accept ChaseHealthAdvance financing in: Dental, Orthodontics, Vision Correction, Cosmetic Surgery, Hair Restoration, Chiropractic, Veterinary and Hearing specialties.

We look forward to providing you with the best possible support for your healthcare financing needs.

Sincerely,

The ChaseHealthAdvance Team

THREE SIMPLE AND QUICK WAYS TO APPLY FOR A CHASEHEALTHADVANCE ACCOUNT:

- 1. Submit an application through your providers office
- 2. Call 1-888-519-6111
- 3. Visit ChaseHealthAdvance.com



# Please review. You will need the following important information if you are approved for this account.

# **BILLING AND PAYMENTS**

- The first payment due date will be at least 25 days from the date we mail you your first statement. You must send your payments to this address:
  - ChaseHealthAdvance Revolving Account P.O. Box 4758
  - Carol Stream, IL 60197-4758
- Prompt payment is essential, and we must receive your payment on or before the due date and time listed on your billing statement.
- If you choose a "No Interest" Promotion: On each billing statement until the promotional period has expired, there will be a special section showing the Promotion Expiration Date.
- When you use your account, please read the transaction receipt disclosing the promotional terms associated with that purchase prior to signing the receipt. Be sure that it reflects your desired payment plan.
- You are entitled to a signed copy of the Transaction Receipt for your records.
- You may, at any time, pay off the full unpaid balance or make payments early without an early payment penalty.
- Your account information must be kept current at all times. Please report any changes to your address, telephone number, or job to prevent any disruption in receiving your monthly statement.

#### **BILLING ENVELOPE**

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ChaseHealth Advance<sup>™</sup>

FINANCING OPTIONS

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STATEMENT

IMPORTANT DOC PLEASE KEEP A COPY		5		
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TRANSACTION RECEIPT	Interrupts. Your place: Later later than the Range Your your place of the Rink Interrupt   Records and the Range Your Place State S	ACCOUNT AGREEMENT		
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### PRICING INFORMATION/RATES AND FEES TABLE

INTEREST RATES AND INTEREST CHARGES				
Purchase Annual Percentage Rate (APR)	<b>27.99%</b> . <sup>a</sup>			
Penalty APR and When It	<b>29.99%</b> . <sup>b</sup>			
Applies	The Penalty APR will be applicable to your Account if you do not pay us the Minimum Payment within 60 (sixty) days of your payment due date.			
	How Long Will the Penalty APR Apply: If your APR is increased, the Penalty APR will apply indefinitely.			
Paying Interest	You will be charged interest from the transaction date.			
Minimum Interest Charge	If you are charged periodic interest, the charge will be no less than \$0.50.			
Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at http://www.federalreserve.gov/creditcard.			

FEES			
Annual Membership Fee	None		
Penalty Fees			
Late Payment	Up to <b>\$35</b> .		
Return Payment	Up to <b>\$35</b> .		

How We Will Calculate Your Balance: We use the daily balance method (including new transactions). See Periodic Interest Charges section for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights are included in this Agreement. See Billing Rights Summary section for full details.

Penalty Fees: A single violation of each type will not exceed \$25. However, if another violation of the same type occurs within six monthly billing periods we will charge up to the maximum fee in the table above. The Late Payment and Return Payment fees will not exceed the related minimum payment that was due.

<sup>a</sup> The daily periodic rate for your Purchase APR is 0.076685%.

<sup>b</sup> The daily periodic rate for your Penalty APR is 0.082164%.

## **TERMS & CONDITIONS**

Chase Bank USA, N.A. is the issuer of this account.

Authorization: When you respond to this credit offer from Chase Bank USA, N.A. ("Chase", "we", or "us"), you agree to the following:

- 1. You authorize us to obtain credit bureau reports in connection with your request for an account. If an account is opened, we may obtain credit bureau reports in connection with extensions of credit or the review or collection of your account. If you ask, we will tell you the name and address of each credit bureau from which we obtained a report about you.
- If an account is opened, you will receive a ChaseHealthAdvance Revolving 2 Account Agreement ("Agreement"). By using the account, authorizing its use, or making any payment on the account, you agree to the terms of the Agreement.
- 3. To service and manage any of your account(s), we, our representatives, Chase Bank USA, N.A. representatives, and/or affiliates, may contact you at any telephone number you provide or any number where we believe we may reach you. This may include calls or text messages to mobile, cellular, or similar devices, and calls or text messages using automatic telephone dialing systems and/or prerecorded messages.
- Rates, fees, and terms may change: We have the right to change the 4 account terms (including the APRs) in accordance with your Agreement.
- You authorize Chase Bank USA, N.A. to request information from your 5. provider in the event of a dispute.

Before we approve you for an account, we will review your credit report and the information you provide with your response to confirm that you meet the criteria for this offer. Based on this review, you may not receive an account.

You must be at least 18 years old to qualify (19 in AL and NE).

Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all customers, and that credit reporting agencies maintain separate histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with the law.

Notice to Married Wisconsin Residents: No provision of any marital property agreement, unilateral statement or court decree adversely affects our rights, unless you give us a copy of such agreement, statement or court order before we grant you credit, or we have actual knowledge of the adverse obligation. All obligations on this account will be incurred in the interest of your marriage or family.

You understand that we may be required to give notice of this account to your spouse. Married Wisconsin residents must furnish their (the applicant's) name and social security number as well as the name and address of their spouse to Account Services at AZ1-5733; P.O. Box 71 Phoenix, AZ 85001-0071.

Affiliate Information Sharing: We and our affiliates may share information about you among affiliates in order to offer products and services of interest to you. If you would prefer that we do not share information from your application. credit bureaus or third parties, please call us at 1-888-519-6444. For more information about our information handling policies, visit us on the web at: http://www.chasehealthadvance.com/privacypolicy.

Replying to this offer: If you omit any information on the form, we may deny your request for an account. You must have a valid permanent home address within the 50 United States or the District of Columbia. The information about the costs of the account described in this form is accurate as of 10/01/2011. This information may have changed after that date. To find out what may have changed, write to us at ChaseHealthAdvance; P.O. Box 15130; Wilmington DE 19850-5130.

USA PATRIOT Act: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

# **ChaseHealthAdvance Revolving Account Agreement**

#### 1. AGREEMENT ACCEPTANCE AND AMENDMENTS:

**Acceptance:** This revolving credit account agreement (the "Agreement") governs your ChaseHealthAdvance open-end, revolving account ("Account") and its terms include those stated in the table titled Pricing Information/Rates and Fees Table," and any other terms set forth in any promotional disclosures.signed by you or anyone you authorize to use the Account ("Authorized User"). The words "we," "us" and "our" mean Chase Bank USA, N.A., which is the lender for your Account. The words "you," "your," and "yours" mean everyone responsible for this Account. This Agreement is binding if you use or make a payment on your Account, and you promise to pay for all transactions charged to your Account.

Amendments: We have the right to change the terms of this Agreement for any reason, and in any respect, by adding, deleting or modifying any provision, including but not limited to APRs, fees, the Minimum Payment and other terms. In certain circumstances, we are required by law to notify you of changes to the terms of this Agreement, and in other circumstances we may not be required to do so. When required by law to advise you that you have a legal right to reject any changes we make, we will provide an explanation about how to do that. In some circumstances, APRs or other aspects of your Account may change even though other terms of the Account do not change, for example when the Penalty APR becomes applicable. See the Penalty APR section about our right to increase APRs on outstanding balances and/or future transactions.

- AUTHORIZATION TO PAY MERCHANT DIRECTLY: You authorize us to pay participating merchants directly for your purchases, including but not limited to procedures, services and supplies, and goods. We have no responsibility for failure of any merchant or any other party to honor your Account.
- **3. AUTHORIZED USERS:** This Account may appear on an Authorized User's credit report. You are responsible for all use of your Account including all interest charges and fees added to your Account that result from use by an Authorized User. You acknowledge that only members of your household may be Authorized Users on your Account, and you represent that any Authorized User listed by you on the Application or on any separate Authorized User form is a member of your household. If you choose to remove an Authorized User, it is your responsibility to notify us in writing (ChaseHealthAdvance, AZ1-5733, P.O. BOX 71, Phoenix, AZ 85001-0071), and until we have received your written notification and have a reasonable time to update your Account, you will be responsible for all use of your Account including all interest charges and fees added to your Account that result from an Authorized User's use. If you do remove an Authorized User, we may close the Account and issue you a new Account number.
- 4. PROMISE TO PAY: When you use your Account, you represent to us that you have the intention and ability to pay, and you promise to pay us for all transactions, as well as any interest charges and fees that may be due. Except to the extent required by law, we have no responsibility for failure, quality or inadequacy of any procedures, services, supplies, and other goods provided by a doctor or a merchant or any procedure wrongfully done, and you agree to hold us harmless from any such liability or responsibility.
- 5. CREDIT LINE: We also call this a credit limit. We will assign a credit line to your Account. Your billing statement will show the amount of your credit line as of the date of the statement. You promise not to allow your outstanding balance to exceed your credit line. We may change or cancel your credit line. If we do, it will not excuse you from your obligations to pay us. We may restrict the extent to which your credit line can be used for different types of purchases such as by limiting the dollar amount or number of or time period available for any such purchases, and we may completely prohibit use of your credit line for particular types of purchases.
- 6. BILLING CYCLES/STATEMENTS: Your Account will have time periods called "billing cycles" or "billing periods." Each billing cycle is about one month in length. We will provide a billing statement each month one is required by applicable law.

#### 7. TYPES OF TRANSACTIONS AND AUTHORIZATIONS

**Purchases:** You may use your card to pay for goods or services at provider locations that accept the Account.

**PROMOTIONS:** Special offers ("Promotion(s)") may be available to you when you use your Account to make certain purchases. ("Promotional Purchase(s)"). All Promotions are subject to the terms of this Agreement. Specific terms regarding your Promotion will be stated in disclosures we provide to you. Read your disclosures carefully. If you default on the terms of your Account, all Promotions you were offered and accepted will end and you will be subject to the applicable terms stated in your disclosures for each Promotion. Promotions may include, for example:

**No Interest Promotion (with Payments)**. If you are offered and accept this type of promotional financing, which may be marketed as "no interest" financing, periodic interest will be charged to your Account from the purchase date at the APR for Purchases if: (1) the balance of your Promotional Purchase is not paid in full within the promotional period disclosed on the purchase receipt or other disclosure

document provided to you at the time of the purchase or (2) we do not receive any Minimum Payment within 60 days of the date and time due. The monthly payment due for your Promotional Purchase will be either a specific fixed payment amount disclosed to you at the time of the purchase or an amount determined using the Minimum Payment calculation disclosed to you at the time of purchase. Making only your Minimum Payment each month may not pay off your Promotional Purchase within the promotional period. We will generally allocate your payments as described in the Payment Crediting section of this Agreement; however, all payments made above your Minimum Payment during the last two billing cycles immediately preceding expiration of the promotional period will be allocated to your Promotional Purchase balance to allow you to pay it in full within the promotional period. Your statement will show you the amount of any periodic interest charges that have accrued and the Promotion expiration date. After the expiration date, any Promotional Purchase balance that remains and all accrued periodic interest charges will become part of your purchase balance and bear interest at the APR for Purchases, so long as the Penalty APR is not applicable. If we do not receive the Minimum Payment within 60 days of the date and time due, your promotional financing terms will end, any Promotional Purchase balance that remains and all accrued periodic interest charges will become part of your purchase balance, and the Penalty APR will be applicable to that remaining balance.

Fixed Payments. If you are offered and accept this type of promotional financing which may be marked as "Extended Pay," you will be required to pay for your Promotional Purchase by making a specific fixed payment each month in the estimated amount and for the number of months indicated on the purchase receipt or other disclosure document provided to you at the time of the purchase. Your actual specific fixed payment amount will be disclosed on your statement and will be part of your required Minimum Payment. The last payment due on your Promotional Purchase may vary in amount and will generally be smaller. Each specific fixed payment includes a portion of the periodic interest charges calculated at the promotional APR disclosed on the purchase receipt or other disclosure document. Your statement will show you the Promotion expiration date. After the expiration date, any Promotional Purchase balance that remains will become part of your purchase balance and bear interest at the APR for Purchases, so long as the Penalty APR is not applicable. If we do not receive the Minimum Payment within 60 days of the date and time due, your promotional financing terms will end, any Promotional Purchase balance that remains will become part of your purchase balance, and the Penalty APR will be applicable to that remaining balance.

Qualified Promotional Transaction (with Required Payments): If you are offered and accept this type of promotional financing, your Promotional Purchase will not accrue periodic interest charges during the promotional period disclosed to you on the purchase receipt or other disclosure document provided to you at the time of the purchase. The monthly payment due for your Promotional Purchase will be either a specific fixed payment amount disclosed to you at the time of the purchase or an amount determined using the Minimum Payment calculation stated in this Agreement. Your statement will show you the Promotion expiration date. After the expiration date, any Promotional Purchase balance that remains will become part of your purchase balance and bear interest at the APR for Purchases, so long as the Penalty APR is not applicable. If we do not receive the Minimum Payment within 60 days of the date and time due, your promotional financing terms will end, any Promotional Purchase balance that remains will become part of your purchase balance, and the Penalty APR will be applicable to that remaining balance.

**REDUCED APR:** If you are offered and accept this type of Promotion, an APR lower than the APR for purchases will be applied to the Promotional Purchase balance until the end of the promotional period as disclosed to you on the purchase receipt or other disclosure document provided to you at the time of the purchase. If we do not receive the Minimum Payment within 60 days of the date and time due, your promotional financing terms will end, any Promotional Purchase balance that remains will become part of your purchase balance, and the Penalty APR will be applicable to that remaining balance.

#### 8. PAYMENTS:

**MINIMUM PAYMENTS:** You must make a monthly minimum payment ("Minimum Payment") in a way that we receive it by the date and time it is due. You may make payments greater than your required Minimum Payment. This may reduce the interest charges that are added to your Account. The Minimum Payment each month is the sum of the following:

7.00 % of the balance resulting from your non-Promotional Purchases

#### plus

The minimum monthly payment(s) due on balance(s) resulting from Promotional Purchase(s). The minimum monthly payment with respect to each Promotional Purchase will range from 1% to 17% of that Promotional Purchase balance. An estimated minimum monthly payment for each Promotional Purchase will be provided to you on your Disclosures along with the minimum monthly payment factor used to calculate that amount based on the amount you financed.

Any fees assessed in the current billing cycle, and any unpaid Minimum Payment from prior billing cycles. Your Minimum Payment will never be less than \$25 or the exact amount of your Account Balance, whichever is less.

**PAYMENT CREDITING:** We will apply payments equal to or less than the required Minimum Payment amount and any credits to balances on your Account in any way we choose. Generally, and except as required by law, we will credit payments over the required Minimum Payment to balances with the highest APR first. We will then credit payments to lower rate balances in descending order of APRs. The manner in which we apply any payment to your Account balances may affect the amount of any payment applied to introductory or promotional financing balances.

**CREDIT BALANCES:** You may request a refund of credit balances at any time. If you do not request a refund, we will apply credit balances to new transactions unless a refund is required by law.

**PAYMENT INSTRUCTIONS:** You agree to pay us amounts you owe in U.S. dollars. You must use a check, money order or electronic debit drawn on a US bank or a foreign bank branch in the U.S. We will not accept cash payments through the mail. For mailed payments, your billing statement and the envelope it comes in gives you instructions about how, when and where to make your payments. You must follow these instructions. Your payment will not be credited to your Account before we receive it at the address we specify for receipt of payments and in accordance with the payment instructions. If you make a payment marked as paid in full or indicate that it is to pay all amounts you owe us, you must send that payment to the special address on the back of your statement. That address is called the "Conditional Payments" address. We may accept a Conditional Payment and not agree that it pays all amounts you owe on your Account. Also, we may return a Conditional Payment to you and you will still owe us the amount of the payment or any other amounts owed on your Account. You authorize us to collect any payment check either electronically or by draft. We can collect your payment checks electronically by sending the check number, check amount, account and routing numbers to your bank. Or we can collect these checks by sending a draft drawn on your bank account. Each time you send us a check, you authorize a one-time electronic funds transfer. Funds may be taken from your bank account on the same day we receive your payment. We will not keep your original check, just a copy of it. For more information or to stop the conversion of your checks into electronic funds transfer, call us at the phone number listed on the front of your monthly statement. You may also write to us at ChaseHealthAdvance. AZ1-5733. P.O. BOX 71. Phoenix. AZ 85001-0071. You may use our optional telephone service or our customer service advisors to make a payment. We will provide the terms for these payment services before you use them. If we accept payment for an amount in excess of your current balance, your available credit line will not be increased by the amount of such overpayment, nor shall we be required to authorize purchases for an amount in excess of your assigned credit line.

- **9. Paying Interest:** Except as otherwise described in Paragraph 7, interest charges will be imposed on transactions beginning on the date the transaction is posted to your Account and will continue up to the date when your Account is paid in full. Your due date will be a minimum of 21 days following the close of each billing cycle.
- 10. PERIODIC INTEREST CHARGES: For each transaction on your Account, we will charge interest charges on the "daily balance" (including current transactions) using a daily periodic rate. We calculate the daily balance by taking the beginning balance on your Account each day (excluding unpaid interest charges and fees), adding any new transactions and other debits and subtracting principal payments and credits. We then multiply the daily balance by the "daily periodic rate." This gives us the "daily interest charge." The sum of the daily interest charge for each day in the cycle is the interest charge ("interest charge"). The daily periodic rate is equal to the annual percentage rate ("APR") divided by the number of days in the year. For non-Promotional Purchases the applicable APR is found in the Pricing Information/Rates and Fees Table and the daily periodic rate for those non-Promotional Purchases can be found directly under your Pricing Information/Rates and Fees Table. The APR and the daily periodic rate applicable to Promotional Purchases on your Account be reflected on the disclosures that we provide to you. Read your Pricing Information/ Rates and Fees Table as well as the terms of any Promotion that you may be offered carefully. We will charge no less than the minimum interest charge as set forth in your Pricing Information/Rates and Fees Table if any periodic interest charge is due for a billing cycle, except where not allowed by law.

#### 11. PENALTY FEES:

Late Payment Fee: We may charge a late payment fee of an amount found in your Fees table if we do not receive at least the required Minimum Payment for any billing cycle by the date and time it is due.

Return Payment Fee: A fee disclosed to you in your Fees table will be charged for the return by a depository institution of a dishonored check, negotiable order of withdrawal or share draft issued in connection with any payment due under this Agreement.

#### 12. CREDIT INVESTIGATION AND INFORMATION:

**A.** We may release information to others, such as credit reporting agencies, about our experience with your Account. We may review your credit history by obtaining information from credit reporting agencies and others. We may report information about you and your Account to credit reporting agencies.

If you request additional users on your Account, we may report Account information in your name as well as in the names of those other people. If you think we have reported information to a credit reporting agency that is not correct, you may write to us using the service address listed on your billing statement. Please include your name, address, Account number, telephone number and a brief description of the problem and a copy of the credit reporting agency report if you have it. We will investigate the matter. If our investigation shows that you are right, we will contact each credit reporting agency to which we reported the information and will request they correct the report. If we disagree with you after our investigation, we will notify you in writing or by telephone.

**B.** You hereby authorize the merchant to disclose and open for review or inspection to us the financial records maintained by the merchant with respect to any procedure performed and information provided to such merchant.

- 13. COMMUNICATIONS/CHANGE OF INFORMATION: We can provide billing statements and other communications to you at any mailing address or email address shown in our records. If you change your contact information such as any mailing address, telephone number or email address, you must notify us immediately in writing at the address shown on your billing statement. Telephone numbers you provide include those you give us and/ or those we obtain from caller ID processes. We may obtain telephone number, mailing address and e-mail address information from you or third parties, and we may accept mailing address corrections from the United States Postal Service. If more than one person is responsible for this Account, we can provide billing statements and communications to any of you. Notice to one of you will be considered notice to all of you. You all will remain obligated on the Account. You agree to pay any fee(s) or charge(s) for incoming communications from us, and/ or outgoing communications to us, without reimbursement from us. You authorize us, or anyone acting on our behalf, to call or send a text message to any number you provide or to any number where we reasonably believe we can contact you. These include calls to mobile, cellular, or similar devices, and calls using automatic telephone dialing systems and/or prerecorded messages. We may also send an email to any address where we reasonably believe we can contact you. Some of the legal purposes for calls and messages include: suspected fraud or identity theft; obtaining information; transactions on or servicing of your Account; collecting on your Account; and providing you information about products and services.
- 14. TELEPHONE MONITORING AND RECORDING: We and our agents may listen to and record your telephone calls with us. You agree that we and our agents may do so, whether you or we initiate the telephone call.
- 15. DEFAULT: Your Account may be in default if any of the following applies: (i) we do not receive at least the Minimum Payment by the date and time it is due as shown on your billing statement; (ii) you become the subject of bankruptcy proceedings; (iii) an attachment or garnishment in a material amount is entered against you; (iv) you supply us with misleading, false or incorrect information. After default, your Account will continue to accrue interest charges. If your Account is in default, we may close it without notice and require you to pay your unpaid balance immediately. To the extent permitted by law, if you are in default because you have failed to pay us, you will pay our collection costs, attorneys' fees, court costs, and all other expenses of enforcing our rights under this Agreement. Further, if you were offered and accepted any Promotions, upon your default all Promotions will end and you will be subject to the applicable terms of each Promotion as stated in the disclosures for each Promotion.
- 16. PENALTY APR: We can impose a penalty APR, which is higher than the rate you would otherwise pay if you do not pay us the Minimum Payment within 60 (sixty) days of your payment due date. If we impose a penalty APR, it will apply indefinitely to future transactions. If we do not receive any minimum payment within 60 days of the date and time due, the penalty APR will apply to all outstanding balances, as well as to future transactions. However, in connection with a payment default of 60 or more days, the penalty APR will stop being applied to transactions that occurred prior to or within 14 days after we provided notice about the increase to the penalty APR if we receive six consecutive minimum payments when due beginning immediately after the increase to the penalty APR.

#### **17. CLOSING/SUSPENDING YOUR ACCOUNT:**

You may close your Account at any time. We may require you to provide a closure request in writing. Except as required by applicable law, we may close your Account or suspend your credit privileges or any feature on your Account at any time for any reason without notice, including Account inactivity, or for any of the following reasons:

- operational matters
- your Account is in default
- suspected fraudulent or unlawful activity, or
- any other reason we choose.

If we close your Account or suspend your credit privileges, we will not be liable to you for any consequences that result. If you or we close your Account, you and any authorized users must stop using your Account immediately. You will continue to be responsible for charges to your Account according to the terms of this Agreement.

- **18. Refusal to Authorize Transactions:** We may decline any transaction on your Account for any of the following reasons:
  - operational matters,
  - your Account is in default,
  - · suspected fraudulent or unlawful activity, or
  - any other reason we choose.

We are not responsible for any losses if a transaction on your Account is declined for any reason, either by us or a third party

- 19. DISCLAIMER OF LIABILITY: We offer the Account and related services in our own interest and disclaim any duty or responsibility other than those expressly set forth in this Agreement. The merchant is not our agent for any purpose. You are responsible for conducting your own verification of the abilities, credentials, or qualifications of any merchant that you plan to use. You should do the investigation necessary for you to make an informed decision before agreeing to the merchant's treatment and services. You agree to hold us harmless for the quality or inadequacy of any procedures, services, supplies, and other goods provided by a merchant or any procedure wrongfully done.
- 20. ASSIGNMENT: We can assign your Account, any amounts payable there under, and any of our rights under this Agreement without your consent or notice to you. You may not sell, transfer or assign your Account or any of your obligations under this Agreement.
- 21. ENFORCING THIS AGREEMENT: We can delay enforcing or not enforcing any of our rights under this Agreement without losing our right to enforce them in the future. If any of the terms of this Agreement are found to be unenforceable, all other terms will remain in full force.
- 22. COMPLETE AGREEMENT; NO ORAL MODIFICATIONS: This Agreement constitutes the final expression of the agreement between you and us. This Agreement may not be contradicted or modified by evidence of any alleged oral agreement.
- 23. INSURANCE: You agree to assign to us any insurance proceeds to which you are entitled for any services, supplies, goods and procedures, that have been performed or provided by the merchant.
- 24. GOVERNING LAW: THE TERMS AND ENFORCEMENT OF THIS AGREEMENT AND YOUR ACCOUNT SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT STATE LAW APPLIES, THE LAW OF DELAWARE, WITHOUT REGARD TO CONFLICT-OF-LAW PRINCIPLES. THE LAW OF DELAWARE (THE STATE WHERE WE AND YOUR ACCOUNT ARE LOCATED), WILL APPLY NO MATTER WHERE YOU LIVE OR USE THE ACCOUNT.
- 25. NOTICES: All notices required to be given by us in connection with your Account shall be deemed to have been provided when mailed or delivered.
- 26. STATE NOTICES: Notice to Florida Residents: You (borrower) agree that, should we obtain a judgment against you, a portion of your disposable earnings may be attached or garnished (paid to us by your employer), as provided by Florida and federal law. Maryland Residents: You have the right under Maryland Commercial Law Code Section 12-510 to receive an answer to a written inquiry concerning the status of your Account. New Jersey Residents: No provisions of this Agreement are void, unenforceable or inapplicable in New Jersey. Vermont Residents: A consumer report may be ordered in connection with your application or subsequently for the purpose of reviewing your account, increasing the credit line on your account, for the purpose of taking collection action on your account, or for other legitimate purposes associated with your account. Wisconsin Residents: No Provision of a marital property agreement under Sec. 766.58, Wis. Stats., unilateral statement under Sec. 766.59. Wis. Stats., or court decrees under Sec 766.70, Wis. Stats., will adversely affect our rights unless, prior to the time the credit is granted, we are furnished a copy of the agreement, statement or decree, or we have actual knowledge of its terms before credit is granted or the Account is opened. The Account described in this Agreement is issued and credit is extended by Chase Bank USA, N.A. You may pay your full Account balance or any portion of the balance at any time without paying an early payment penalty. NOTICE TO BUYER: DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COMPLETED COPY OF THE AGREEMENT YOU SIGN.

#### 27. BILLING RIGHTS SUMMARY:

What To Do If You Find A Mistake On Your Statement: If you think there is an error on your statement, write to us at the address specified on your statement.

#### In your letter, provide us with the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.

- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us:
- Within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter: When we receive your letter, we must do two things:

- Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
- 2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

#### While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.

We can apply any unpaid amount against your credit limit.

#### After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe. If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay.
- If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

#### Your Rights If Your Are Dissatisfied With Your Account Purchases:

If you are dissatisfied with the goods or services that you have purchased with your Account, and have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

- The purchase must have been made in your home state or within 100 miles of your current mailing address and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.
- 2) You must have used your Account for the purchase.
- 3) You must not yet have fully paid for your purchase.

If all of the above criteria are met and you are still dissatisfied with the purchase, contact us in writing at the Customer Service address or electronically at the website address shown on your billing statement. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

Your signature on the credit application, receipt or online screen for the initial approved purchase on this ChaseHealthAdvance Revolving Account represents your acceptance of this Agreement and is hereby incorporated by reference. We have signed this Agreement as follows:

- Bleener

Hugh Bleemer President & General Manager ChaseHealthAdvance P.O. Box 15130 Wilmington DE 19850-5130