

IMPORTANT INFORMATION

Disclosures are effective as of February 1, 2010. Subject to change. Contact us at 1.800.277.2265 or by mail at PO Box 674824 Marietta, GA 30006 for information about any changes since February 1, 2011.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	13.49% for CLASSIC, 11.49% for GOLD and 9.49% for PLATINUM. This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	Same as for Purchases
APR for Cash Advances	20.49%
Penalty APR and When it Applies	<p>20.49%, based on your creditworthiness. The APR will vary with the market based on the Prime Rate.</p> <p>This APR may be applied to your account if you:</p> <ol style="list-style-type: none"> (1) Make a late payment (2) Make a payment that is returned (3) Do any of the above on any other account held with us <p>How Long Will the Penalty APR Apply? If your APRs are increased for any of these reasons, we may keep them at this higher level indefinitely or until we receive six (6) consecutive payments by the required due date.</p>
Paying Interest	Your due date is at least 25 days after the close of each billing period. We will not charge you periodic interest on new purchases, or any portion of a new purchase, paid by the due date on your current billing statement if your entire balance on your previous billing statement is paid in full by the due date on that statement. There is no time period in which to avoid periodic interest on cash advances.
Minimum Interest Charge	The minimum charge for interest will be no less than \$1.00 or such minimum determined by the State in which you are a resident at the time of application.
Credit Card Tips from the Federal Reserve Board	The Federal Reserve website provides useful information and guidelines to assist you when applying for a credit card and how to use your card. http://www.federalreserve.gov/creditcard
Fees	
Annual Fee	\$34.00 (Rewards Card) None (Non Rewards)
Transaction Fees: - Cash Advance	Either \$5.00 or 3.0% of the amount advanced, whichever is greater.
Penalty Fees: - Late Payment - Over the Credit Limit - Returned Payment	Minimum of \$25.00 (\$15 for IA residents) \$0.00 Minimum of \$25.00 per item

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)." See your below for more details.

Variable Rate Information: Your APRs will vary with the market based on the Prime Rate. The Prime Rate is the highest bank prime loan rate as published by the Wall Street Journal in its Money Rates Section on the 14th day (or the next business day if the 14th is not a business day) of the calendar month preceding the first day of the billing period. If the Periodic Rate(s) and corresponding Annual Percentage Rate(s) increase, your interest charges will increase and your minimum payment may be greater. Your Purchase APR will equal the Prime Rate plus a margin of 6.24 to 10.24, Your Balance Transfer APR will equal the Prime Rate plus a margin of 6.24 to 10.24, your Cash Advance APR will equal the Prime Rate plus a margin of 17.24 and your Penalty APR will equal the Prime Rate plus a margin of 17.24.

TERMS AND CONDITIONS

PERIODIC RATE OF INTEREST. Monthly interest rates and Annual Percentage Rates are derived by dividing the APR by 12. APRs are introductory, promotional, standard or Penalty. The Monthly Periodic Rate of Interest on your Account will be a variable rate plan as set forth in the Important Information above ("Important Information"). Introductory rates, if any and their duration are also set forth in the Important Information. Penalty rates, if any, are also set forth in the Important Information.

A. INTRODUCTORY RATE. If there is an introductory rate set forth in the Important Information, then for the number of billing cycles set forth in the Important Information from the date your Account is opened ("Introductory Period"), the APR for Balance Transfers ("Balance Transfer Rate"), the APR for Purchases ("Purchase Rate") and the APR for Cash Advances ("Cash Advance Rate") will be fixed at the rate set forth in the Important Information ("Introductory Rate"). Upon expiration of any Introductory Period, your rate will increase to the Balance Transfer Rate, Purchase Rate Cash Advance Rate, or, if triggered, the Penalty Rate as set forth in the Important Information.

B. VARIABLE RATE. If your Account is a variable rate account as indicated in the Important Information, then the Balance Transfer Rate, Purchase Rate, Cash Advance Rate and Penalty Rate on your Account may vary from month to month. The Balance Transfer Rate, Purchase Rate, Cash Advance Rate and Penalty Rate will vary based on the Prime Rate (as defined herein) plus a stated percentage rate ("Margin"). The "Prime Rate" is the highest U.S. rate listed in the "Money Rates" section of The Wall Street Journal during period specified in the Important Information. If the Prime Rate is no longer published, the Bank may choose a similar, alternative published rate. The Bank will notify you of such a choice. Different Margins may apply to Balance Transfers, Purchases, Cash Advances and to the Penalty Rate. As a result, the Balance Transfer Rate, Purchase Rate, Cash Advance Rate and Penalty Rate may differ. The Margin for Balance Transfers, the Margin for Purchases, the Margin for Cash Advances and the Margin for the Penalty Rate are shown in the Important Information. The Important Information also sets forth the initial Balance Transfer Rate, the initial Purchase Rate and the initial Cash Advance Rate that would apply in the absence of an Introductory Rate. You agree that, upon notice to you, we may increase the Margin for Balance Transfers, Margin for Purchases, Margin for Cash Advances and the Margin for the Penalty Rate. An increase in the Balance Transfer Rate, Purchase Rate, Cash Advance Rate and Penalty Rate may occur if (i) the Prime Rate increases or (ii) if we increase the applicable Margin, but no APR will exceed the maximum rate permitted by applicable law. If the Prime Rate changes during a calendar month, the Balance Transfer Rate, the Purchase Rate, the Cash Advance Rate and the Penalty Rate will change on the first day of the billing cycle beginning in the next calendar month. The new Balance Transfer Rate (and corresponding APR) will apply to new Balance Transfers and to the existing Balance Transfer balance on your Account. The new Purchase Rate (and corresponding APR) will apply to new Purchases and to the existing Purchase balance on your Account. The new Cash Advance Rate (and corresponding APR) will apply to new Cash Advances and to the existing Cash Advance balance on your Account. If your rates increase, the amount of Interest and the Minimum Payment Due may increase.

C. PENALTY RATE. Your account meets the Penalty APR criteria as specified in the Important Information at the end of a billing cycle, the Penalty Rate may apply to the existing balance on your Account and to all new Balance Transfers, Purchases and Cash Advances, as permitted by law. Any Penalty Rate will apply in lieu of the Purchase Rate, Balance Transfer Rate or the Cash Advance Rate. The Penalty Rate as set forth in the Important Information may vary based on the Index Rate plus a stated percentage rate ("Penalty Margin"). If your Account includes a Penalty Rate, the Penalty Rate and the Penalty Margin will be shown in the Important Information.

D. MINIMUM INTEREST CHARGE. A minimum as set forth in the Important Information will be assessed in any billing cycle in which the "Balance Subject to Interest Rate" is greater than zero unless your Account is also subject to a Late Payment Fee in the same period.

BALANCE SUBJECT TO INTEREST RATE. We will compute Interest on your Account by (i) multiplying each of the Average Daily Balances for Balance Transfers, Purchases and Cash Advances (as defined herein) (including current transactions) by the appropriate Monthly Periodic Rate and (ii) adding the products together.

A. BALANCE TRANSFERS. We will figure the Interest charge on Balance Transfers by applying the Balance Transfer Rate to the "Average Daily Balance for Balance Transfers" of your Account. To get the Average Daily Balance for Balance Transfers, we take the beginning balance of your Account for Balance Transfers each day, add any new Balance Transfers, and subtract any payments or credits, unpaid Finance Changes on Balance Transfers or Other Charges. This gives us the daily balance for Balance Transfers. Then we add up all the daily balances for Balance Transfers for the billing period and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance for Balance Transfers. Interest may begin to accrue on the date the Balance Transfer is obtained.

B. PURCHASES. We will figure the Interest charge on Purchases by applying the Purchase Rate to the "Average Daily Balance for Purchases" of your Account. To get the Average Daily Balance for Purchases, we take the beginning balance of your Account for Purchases each day, add any new Purchases, and subtract any payments or credits, unpaid Interest on Purchases or Other Charges. This gives us the daily balance for Purchases. Then we add up all the daily balances for Purchases for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance for Purchases. You may have a grace period to repay your balance for Purchases before Interest will be imposed (see "Paying Interest" section of the Important Information). However, you will only be entitled to the Grace Period if your previous balance is (i) zero, (ii) a credit balance, or (iii) paid in full by the payment due date shown on your periodic Statement for the previous billing cycle. Otherwise, Interest will accrue on Purchases beginning on the date of Purchase.

C. CASH ADVANCES. We will figure the Interest on Cash Advances by applying the Cash Advance Rate to the "Average Daily Balance for Cash Advances" of your Account. To get the Average Daily Balance for Cash Advances, we take the beginning balance of your Account for Cash Advances each day, add any new Cash Advances, and subtract any payments or credits, unpaid Interest on Cash Advances or Other Charges. This gives us the daily balance for Cash Advances. Then we add up all the daily balances for Cash Advances for the billing period and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance for Cash Advances. There is no grace period within which you can pay back a Cash Advance and avoid Interest. For Cash Advances obtained by means of a Convenience Check, Interest may begin to

accrue on the date the Convenience Check is presented to us or our agent for payment. For all other Cash Advances, Interest may begin to accrue on the date the Cash Advance is obtained.

YOUR PAYMENTS: Each cycle you must pay the Minimum Payment Due shown on your Periodic Statement by the Payment Due Date. If you wish, you may pay more than the Minimum Payment Due and we will use the excess to reduce the New Balance of your Account

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT : 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 for 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.

APPLICATION INFORMATION: This offer is non-transferable. Changes to any addressee name will void this offer. Offer only available to U.S. residents 18 and older. Your credit limit will be at least \$500 and along with other terms of the account, will be based on a review of the information you provide in this application, your current consumer report and any other information bearing on your creditworthiness. You authorize us to receive and exchange information about you, including from your employer, your bank, credit bureaus and others for purposes of verifying your identity and the information on this application and determining your eligibility for credit, renewal of credit, and future extensions of credit. Upon your request, we will inform you of the name and address of each consumer reporting agency from which we obtained a consumer report relating to you. To apply with a joint applicant, write to us at P.O. Box 674824 Marietta, GA 30006. Every applicant, regardless of marital status, can apply for a separate account. **THIS OFFER SUPERSEDES ALL PRIOR OFFERS.** Offer valid for new card members only. **Please allow 30 days for us to process your application.**

CARD HOLDER AGREEMENT: You agree to be bound by the terms of the Cardholder Agreement, which will be sent with the card. You also agree that the Cardholder Agreement and the account are governed by Arkansas and federal law. The terms of your account, including rates and fees, are subject to change to the extent permitted by law.

ARBITRATION AGREEMENT: (Agreement to Arbitrate) Arbitration is a method of deciding disputes outside the court system. Your Cardholder Agreement will include an Arbitration Provision (the "Provision"), which governs when and how any disputes you and we may have will be arbitrated instead of decided in court.

CHANGING TERMS: We can change, add to, delete or otherwise modify the terms of this Agreement at any time in any way permitted by law. We will send you a notice of change at least 45 days (or as required by applicable law) before the effective date of the change. We do not have to send you an advance notice of the change if it favors you, such as by reducing interest rates, or increasing the maximum credit limit. Except in cases where we are changing terms due to the Minimum Payment Due not being received within 60 days of the Payment Due Date, you agree that the change may cover all transactions made 15 days after we mail the notice. If you do not agree to the change, a method for rejecting the change and closing the account will be provided in the Change of Terms Notice. You agree that if you use your card after the effective date of the change, this will constitute your agreement with the change.

INFORMATION SHARING: BV Card Assets' Privacy Policy is available online at www.24-7cardaccess.com.

STATE LAW NOTICES

Finance charges not in excess of those permitted by law will be charged on outstanding balances from month to month. You may at any time pay all or part of your unpaid balance.

CALIFORNIA RESIDENTS: Applicant, if married, may apply for a separate account.

NEW YORK RESIDENTS: Call the New York State Banking Department at (880) 518-8866 for a comparative list of credit card rates, fees and grace periods.

OHIO RESIDENTS: Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

MARRIED WISCONSIN RESIDENTS: No provisions of any marital property agreement, unilateral statement under section 766.59 or court decree under section 66.70 will adversely affect the interest of the creditor unless the creditor, prior to the time credit is granted, is furnished a copy of the agreement, statement, or decree or has actual knowledge of the adverse position when the obligation to the creditor is incurred. We are required to ask you to provide the name and address of your spouse.