

## Terms and Conditions of the Automatic Payment Plan

**These terms will be included for your reference in your Cardholder Agreement.**

### Enrollment in the Automatic Payment Plan

By enrolling in the Automatic Payment Plan, you are agreeing to participate in the Automatic Payment Plan and acknowledge and agree to the following:

You authorize us to initiate electronic funds transfers (EFTs) by debit entries drawn on the bank account, debit or credit card you have identified to us in your application for this Account or any other account that you identify to us from time to time ("Bank Account") in the amount of (i) your required Minimum Payment (excluding any overlimit amount), (ii) Statement Balance, as modified by you from time to time. The amount of your Automatic Payment Plan payment may vary if you make additional payments. **If you have a Deferred Interest Plan and you enroll in our Automatic Payment Plan, you will need to make one or more additional payments by mail or by phone to avoid interest.** The minimum payment due calculation for the Automatic Payment Plan does not include any overlimit amount, therefore the automatic payment deduction may be less than the minimum payment due on your monthly billing statement. You will need to make an additional payment for the amount that your account is overlimit. You have the right to receive notice of all electronic fund transfers from your Bank Account that vary in amount, and by enrolling, you agree that your monthly Statement will serve as your notice of the amount of your monthly payment, (excluding any overlimit amount). You may change the amount to be deducted or withdrawn at any time. Your new monthly payment will be effective within 3 business days of our receipt of your instruction.

- (1) We will initiate authorized EFTs each month on or after the Payment Due Date shown on your monthly statement.
- (2) You agree that in the event any debit is rejected or dishonored we may reinitiate the debit once.
- (3) You have provided us with all necessary information for the Bank Account that you wish us to debit and the Bank Account on which the Automated Clearing House (ACH) debit is authorized, is a legitimate, open and active account. You agree to notify us promptly if this information changes.
- (4) The origination of Automated Clearing House (ACH) transactions must comply with the provisions of U.S. law.
- (5) This Automatic Payment Plan is optional. Once enrolled, automatic payments will continue until you notify us that you wish to terminate your enrollment in the Automatic Payment Plan, or until we terminate your enrollment. You may terminate your enrollment by calling Customer Service at the telephone number shown on your monthly statement. You must give any notice of termination in such a manner and sufficiently in advance to allow us and your financial institution a reasonable opportunity to act. We may terminate your enrollment if you fail to keep your Account or your Bank Account in good standing. Delinquency or closure of either account, for any reason, may result in immediate termination of your enrollment in the Automatic Payment Plan. Also, if there are insufficient funds in your Bank Account to process any payment, your enrollment in the Automatic Payment Plan may be terminated immediately.
- (6) We are not responsible for any fees that may be charged by your depository institution as the result of your participation in the Automatic Payment Plan.
- (7) You have the right to review your accounts and to withdraw any privileges previously granted.
- (8) Participation in the Automatic Payment Plan is not a requirement of continuing credit under your account. ***Enrollment in the Automatic Payment Plan is optional.***

**Right to Stop Payment and Procedure For Doing So:** If you have scheduled monthly payments through the Automatic Payment Plan, you can tell us to stop any of these payments by calling Customer Service at the telephone number shown on your monthly statement, by sending an e-mail to [service@curae.com](mailto:service@curae.com) or by writing to us at Customer Service--Automatic Payment Plan Department, P.O. Box 105555, Atlanta, GA 30348-5555. If you send us an email or write to us, your request must reach us at least 3 business days before the scheduled Payment Due Date. If you call us, we may require you to put your request in writing

and to deliver your request to us within 14 days after you call. We may charge you a fee for each stop payment request that you give us. **If you tell us to stop a payment at least 3 business days before the Payment Due Date and we do not stop payment, we will be liable for your losses or damages.**