

TCF Premier Plus Charge Card® Agreement

This Agreement governs the terms of your TCF Premier Plus Charge Card.

How To Use Your Card. You can use your Card to make purchases up to your Spending Limit, on credit, at any location that accepts VISA® cards. We require you to pay your credit transactions in full at the end of each statement period for your account, which is approximately once every month.

You can also use your Card to make cash withdrawals and purchases at automated teller machines (“ATM”). We charge ATM withdrawals directly to your Deposit Account, and they reduce your Deposit Account’s available balance when you make them. We may approve an ATM transaction even if it causes an overdraft in your Deposit Account.

By using your Card, you confirm your agreement to the terms and conditions of this Agreement.

DEFINITIONS

The following definitions apply to this Agreement.

“**Card**” means your TCF Premier Plus Charge Card.

“**Charge Card Transaction**” means purchases and other transactions you make using your Card, except for ATM transactions.

“**Deposit Account**” or “**Account**” means your TCF Premier Checking Plus checking account or any other TCF qualifying checking account that TCF may designate as the “Deposit Account” under this Agreement.

“**Deposit Account Balance**” means the ledger balance of your Deposit Account. Your Deposit Account Balance includes deposits you make that are not yet available for withdrawal, and is not reduced by debit card authorizations.

“**Required Minimum Balance**” is the minimum Deposit Account Balance you must maintain in your Deposit Account each day during each account statement period. TCF determines your Deposit Account Balance at the end of the day after all transactions for the day have been posted to your Deposit Account. The Required Minimum Balance is \$2,500.

“**PIN**” means a private four-to-eight digit personal identification number you select. We use your PIN to verify your identity and to approve certain transactions you make.

“**Spending Limit**” means the maximum number and dollar amount of Charge Card Transactions you may make during any one account statement period. The maximum number of Charge Card Transactions you may make during any one statement period is 999. TCF will notify you of the maximum dollar amount of Charge Card Transactions you may make during any one statement period.

A statement period is the time between statements, and is approximately one month. However, your statement period may vary, depending on the month.

TCF reduces your available Spending Limit by the amount of a Charge Card Transaction at the time we authorize the transaction. We further adjust your available Spending Limit when a transaction is submitted to us for payment if: (1) the transaction differs from the amount we authorized; or (2) the transaction was not previously authorized. We increase your available Spending Limit if a transaction we authorized is not submitted to us for payment within three Business Days. We then decrease your available Spending Limit if and when the transaction is later submitted to us for payment and we pay it.

Charge Card Transaction credits (for example, refunds you receive from a merchant for returned merchandise) increase your available Spending Limit immediately upon TCF’s receipt of the authorization. However, your available Spending Limit in a statement period will never exceed your Spending Limit. TCF may, but is not required to, approve any Charge Card Transaction that exceeds your Spending Limit. If TCF does, you agree to pay TCF the excess upon TCF’s demand.

TCF has the right to reduce your spending limit or terminate your right to use your card at any time without giving you advance notice, unless the law requires advance notice. If your Deposit Account Balance falls below the Required Minimum Balance during an account statement period, TCF will reduce your Spending Limit for that period by the sum of: (1) the unpaid amount of any Charge Card Transactions from previous statement periods; and (2) the amount (if any) by which your Deposit Account Balance is overdrawn. If you have an overdraft protection line of credit, the remaining amount on your credit line is added to your Deposit Account Balance for the purpose of determining your unused Spending Limit.

“**TCF**,” “**we**,” “**us**,” and “**our**” mean TCF National Bank and our successors and

assigns. Our “successor” is any company that assumes our rights under this Agreement by operation of law. Our “assigns” is any company to which we transfer our rights under this Agreement.

“**You**” and “**your**” mean the applicant and any joint applicant who signs the application for a Card.

OTHER TERMS

Accepting this Agreement. By signing this Agreement, or by using or accepting the Card, you agree to all the terms and conditions of this Agreement.

Signing Your Card. The person whose name is displayed on the front of the Card must sign the Card. A merchant may not honor the Card unless you have signed it. You may not transfer the Card, and you may not assign your Card or this Agreement to anyone else. We may assign your Account as well as this Agreement in our sole discretion.

Promise to Pay. You agree to pay TCF for all of your Charge Card Transactions by the payment due date. Each of you is responsible for all Charge Card Transactions, no matter who made them or benefited from them.

We will show your Charge Card Transactions, and the due date for paying them, on your monthly account statement. Your due date will be the same date each month. TCF must receive your payment by the due date. If the due date falls on a day that TCF is not open to receive or accept mail, then we will not treat the payment as being late if we receive it on the next day that TCF is open to accept and receive mail.

The number of days between your account statement date (the date we print and mail your statement) and your payment due date may vary, but in no event will the number of days be less than 14 days. Any variance will not affect your Spending Limit as long as you maintain a Deposit Account Balance of at least the Required Minimum Balance every day during your statement period.

Unless you otherwise direct us, TCF will automatically deduct the amount of your Charge Card Transactions from your Deposit Account on the due date. You may also pay your Charge Card Transactions using TCF’s online banking service. You authorize TCF to make any deductions from your Deposit Account that you request through TCF’s online banking service for payment toward your Charge Card Transactions. You may also send a payment to: TCF National Bank, Attn: PCC-2D-W, 1405 Xenium Lane, Plymouth, MN 55441. If you do not wish us to deduct the payment from your Deposit Account, you must notify us by calling 1-800-823-2265 OR TTY 1-800-343-6145 at least 3 business days before an automated payment is scheduled.

TCF may, but is not required to, make deductions from your Deposit Account to pay your Charge Card Transactions if they exceed your Deposit Account’s available balance, resulting in an overdraft. If this happens, you will have to pay an overdraft fee on your Deposit Account.

Fees. TCF does not charge monthly, annual, or transaction fees for using the Card. However, you may be “surcharged” by a merchant when using your Card with the merchant. A “surcharge” is a fee some merchants charge when you pay using a charge card or credit card instead of cash. TCF has no control over these fee and does not receive any part of them. The surcharge will automatically be included in the transaction and shown on your monthly account statement.

Arbitration. This agreement is subject to an arbitration agreement between you and TCF. If there is a dispute between you and TCF, and the dispute is covered by the arbitration agreement, either you or TCF may require the dispute to be resolved by arbitration in front of an arbitrator. This means that you and TCF will not have the right to a jury or court trial to resolve the dispute or the right to pursue a claim as a class action. You have the right to reject the arbitration agreement within 30 days after opening your deposit account. See the section called “Arbitration of Disputes” in TCF’s Terms and Conditions for Checking and Savings Accounts for more information.

Default. You will be in default if any of the following happens: (1) you fail to pay your total Charge Card Transactions as shown in your monthly account statement when due; (2) your total Charge Card Transactions during a monthly statement period exceed your Spending Limit; (3) you die; (4) you do not pay your debts when due; (5) you file a petition under the United States Bankruptcy Code or someone files a petition against you; (6) you or we close your Deposit Account for any reason, or activity on your Deposit Account is suspended or frozen for any reason; (7) anything happens that TCF feels, in good faith, increases the risk that you will not make any payment on time; or (8) you have

committed fraud with respect to your Card account.

If you are in default, TCF may: (1) terminate, suspend, or limit your ability to make Charge Card Transactions; (2) close your Account; (3) require that you immediately pay the balance of your Charge Card Transactions, including any current month's purchases; and (4) take any other action permitted under this Agreement or the law. TCF may provide information to credit bureaus or credit reporting agencies about delinquency, late payment, or default on your Account. TCF may take any of these actions without giving you notice in advance, unless the law requires advance notice.

YOUR BILLING RIGHTS – KEEP THIS NOTICE FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write TCF at the address shown below.

Contacting TCF

Write: TCF BANK
Attn Customer Service
1405 Xenium Lane
Plymouth, MN 55441

Or Call: 1-800-TCF-BANK (823-2265) (Toll Free)
612-TCF-BANK (823-2265) (Twin Cities)

For TTY (hearing impaired) service, contact us at 1-800-343-6145 (Toll Free) or 612-339-3075 (Twin Cities).

In your letter, give us 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.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

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:

1. 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.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Charge Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your charge 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 purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchases 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 charge card for the purchase. Purchases made with cash advances from an ATM or with a check that access your charge card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the address shown above.

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.

ADDITIONAL AMENDMENTS TO YOUR DEPOSIT ACCOUNT CONTRACT

This Agreement amends TCF's *Terms and Conditions for Checking and Savings Accounts*, which is part of the contract governing your Deposit Account ("Account Contract"). All the terms of your Account Contract as changed by this Agreement apply to your Deposit Account.

The section called "Arbitration of Disputes: Definitions; Claims" in your Account Contract is also amended by adding the following:

The term "Claim" also includes any claim, dispute or controversy between you and TCF that arises from or relates to your TCF Premier Plus Charge Card Agreement or the use of your TCF Premier Plus Charge Card.

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