AutoPay Terms and Conditions

AutoPay is a service that allows you to set up monthly automatic payments on your credit card, charge card or eligible line of credit account ("Account") issued by **Elan Financial Services** ("Elan").

Enrollment

You can enroll in AutoPay, or change or cancel your AutoPay enrollment, by mail (if available), online via the Elan website or through your financial institution's website (if available).

- If you set up AutoPay online 2 Business Days or more prior to your selected payment date, the payment will be made starting in the current billing cycle.
- If you set up AutoPay online and your selected payment date is within 2 Business Days after you enroll or is prior to the date on which you enroll in Autopay, your enrollment will be in effect as of the next billing cycle, and you should make the next payment to avoid interest charges and fees.
- Mail enrollment may take up to four weeks. It is important that you continue to make payments on your Account to avoid interest charges and fees until Elan notifies you that set-up is complete.

"Business Day" means every day except Saturdays, Sundays, and federal holidays. If you enroll in AutoPay online after 7p.m. CT, it will be considered made on the next Business Day. Once enrolled, a message will be printed on your statement every month telling you how much will be paid on your Account and when it will be paid.

Accuracy

It is your responsibility to ensure the accuracy of any information that you enter when setting up AutoPay, and you will be responsible for any transaction processed on your payment instructions even if you make an error. You are responsible for informing Elan as soon as possible if you become aware that any information you entered is inaccurate.

Adding a payment account

To use AutoPay, you must add an eligible checking or savings account held at a financial institution based in the United States and you must provide to Elan the account type, the account number and the ABA/Routing number (this will be used as your "deposit account"). You represent and warrant that you have full transactional authority (i.e., the ability to initiate credits, debits, and withdrawals) on the deposit account you add and that the deposit account has no restrictions limiting such authority (i.e., a fiduciary account where you are the agent or trustee, an account blocked by a court order, an account that is subject of a garnishment order, etc.) Elan reserves the right to decline your request to use AutoPay if it cannot verify the deposit account you entered.

Authorization

When Elan receives payment instructions from you, you authorize Elan to initiate an electronic fund transfer to debit your designated deposit account. If there are insufficient funds in the deposit account to make payments you have authorized, Elan may either refuse to make the payment or Elan may make all or part of the payment, which may cause the deposit account to be overdrawn. In either case, you are responsible for any insufficient funds or overdraft charges that may be imposed. If your deposit account is closed when Elan attempts to withdraw the funds, or Elan cannot process the payment, fees and/or interest charges may be assessed on certain balances according to the terms of your Cardmember Agreement. Elan reserves the right to refuse to honor payment instructions that reasonably appear to be fraudulent, erroneous, or in violation of these terms and conditions.

Cancelation

If you change or cancel your AutoPay enrollment, it is your responsibility to review the status of your payments to determine if they are in scheduled or pending status and whether they will continue to be processed. You can view the status online or by contacting Elan.

• Payments in scheduled status: If you cancel your AutoPay enrollment and there are scheduled payments, they will automatically be cancelled.

• Payments in pending status: If you change or cancel your AutoPay enrollment, any payment that is pending cannot be changed or canceled and will be processed.

You will receive a confirmation notice of your AutoPay cancellation in accordance with your delivery preferences. Any AutoPay alerts (if available for your Account) will also be cancelled. If you enroll in AutoPay or change or cancel your AutoPay enrollment after your monthly statement has been generated, the message on your statement may not reflect your most recent request.

Payment options

When you enroll in AutoPay, you will be required to select one of the following payment options and designate an AutoPay date on which your payment will be deducted from your deposit account. Note that if you choose to pay less than your statement balance (or your Plan Adjusted Balance when applicable if you have any Fixed Payment Program(s)), fees will apply and/or interest charges may be assessed on certain balances according to the terms of your Cardmember Agreement.

• Minimum Payment Due Monthly Option – The amount deducted from your deposit account on your designated monthly AutoPay date will be your statement Minimum Payment Due or remaining statement New Balance less any credits posted up to two Business Days prior to the AutoPay date, whichever is less. This option is available for credit card and eligible line of credit Accounts only.

• Statement Balance or Plan Adjusted Balance (if applicable) Due Monthly Option – If you do not have any Fixed Payment Program balance(s), the amount deducted from your deposit account on your designated monthly AutoPay date will be your statement New Balance less any credits posted up to two Business Days prior to the AutoPay date. If you have any Fixed Payment Program balance(s), the amount deducted from your deposit account on your designated monthly AutoPay date will be the total of your statement Plan Adjusted Balance less any payments and credits posted up to two Business Days prior to the AutoPay date. If the statement Minimum Payment Due is greater than the Plan Adjusted Balance, the amount deducted will be the Minimum Payment Due amount. This option is available for credit card, eligible line of credit, and charge card accounts.

• Other Amount Monthly Option - The amount deducted from your deposit account on your designated monthly AutoPay date will be the selected fixed AutoPay amount unless one of the following 2 exceptions occurs: (1) if the statement Minimum Payment Due is greater than the fixed amount, the amount deducted will be the Minimum Payment Due amount; or (2) if the statement New Balance less any credits posted up to two Business Days prior to the AutoPay date is less than the fixed amount, the amount deducted will be the adjusted statement New Balance amount. Please note that if you have any Fixed Payment Program balance(s), the payment amount you have authorized may cause you to pay down those Fixed Payment Program balance(s) early if all non-Fixed Payment Program balance(s) have been paid in full. This option is available for credit card and eligible line of credit Accounts only.

What are Fixed Payment Programs and what is a Plan Adjusted Balance?

• Fixed Payment Programs may be made available to your credit card Account from time to time and allow you to pay off balances in fixed monthly payments over time and still avoid paying interest charges on new Purchases, as long as you pay the Plan Adjusted Balance in full each month. (Additional information is available in the Cardmember Agreement for Accounts with this feature.)

• For credit card Accounts enrolled in a Fixed Payment Program(s), the Plan Adjusted Balance is the amount you must pay on your Account each month to avoid paying interest on new Purchases. It is the amount you owe that is not part of any Fixed Payment Program plus the total monthly obligation for your Fixed Payment Program(s), not including any disputed amounts.

Other important things you need to know:

• An AutoPay payment will not be made if your Account has no balance at the statement cycle.

• AutoPay payments should not cause you to have a credit balance on your Account, but if you manually make a payment within two Business Days of your AutoPay date, you could cause a credit balance.

• Transactions, interest charges, and fees posted to your Account after your statement closing date will not adjust your next AutoPay payment amount(s).

• Returned payments may not necessarily be reflected at the time your statement is produced.

• For Business accounts: Elan may apply payments to promotional or discounted interest rate Purchases, Advance and Balance Transfer balances, before Elan applies payments to a higher rate balance. Payments made in excess of the required Minimum Payment Due will be applied to non-Fixed Payment Program balances in the order of lowest to highest APR before applying to Fixed Payment Program balances.

• For Consumer accounts: Payments made in excess of the required Minimum Payment Due will be applied in the order of highest to lowest APR before applying to Fixed Payment Program balances.

• Payments scheduled on a weekend or federal holiday will be made on the next Business Day.

• In the event that your selected monthly payment date falls on a weekend or federal holiday, your payment will be posted to your deposit account on the next Business Day. However, your Account statement will reflect the payment was posted on your selected payment date to avoid possible interest charges and late fees.

By enrolling in AutoPay you agree to the foregoing terms and understand that you may cancel or change this authorization at any time at no cost.

Other agreements

These terms and conditions are in addition to other agreements and disclosures that apply to your account(s). If there is a conflict between these terms and other account terms that specifically reference AutoPay, these terms will control in resolving those inconsistencies.

Contact Elan

For questions about your account or to report a Lost or Stolen Card, call the phone number on the back of your card. If you chose to contact Elan any other way, including via the U.S. Postal Service, Elan will not take action until Elan actually receives your correspondence and has a reasonable time to respond. For immediate assistance, please call Elan.

Elan accepts relay calls.