EMBLEM® MASTERCARD® CREDIT CARD PROGRAM

IMPORTANT INFORMATION:

- ☐ **CONSUMER IDENTIFICATION PROGRAM NOTICE (Important Information About Procedures for Opening a New Account)**
- ☐ **BANK CREDIT CARD AGREEMENT**
  - ➢ **SUMMARY OF TERMS**
  - ➢ **AGREEMENT TO ARBITRATE CLAIMS (Including the Right to Reject Arbitration at Account Opening)**
  - ➢ **STATE NOTICES**
  - ➢ **BILLING RIGHTS NOTICE**

CUSTOMER IDENTIFICATION PROGRAM

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, street address, mailing 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.

BANK CREDIT CARD AGREEMENT

(NY Residents: RETAIL INSTALMENT CREDIT AGREEMENT)

Nonnegotiable Consumer Note

This Bank Credit Card Agreement ("Agreement") controls the use of your EMBLEM® MasterCard® bank credit card account ("Account"). **Read** it and **keep** it for your reference. Except as otherwise provided in this Agreement and subject to applicable law, *this Agreement may be changed at any time beginning twelve (12) months after Account opening* in accordance with the Change of Terms paragraph in the OUR RIGHTS AND HOW THEY AFFECT YOU section of this Agreement. This Agreement also includes an Agreement to Arbitrate with a right to reject arbitration. *See* "ARBITRATION PROVISION (AGREEMENT TO ARBITRATE CLAIMS)" below. In this Agreement, the words "*you*," "*your*," and "*Cardholder*" refer to all persons who were expressly approved by us to use the Account. The words "*we*," "*us,*" and "*our*" refer to Mid America Bank & Trust Company located in Dixon, MO, our successors and assigns. The words "*Card*" or "*Cards*" refer to the credit card that we issue to you. The word "*Account*" means an individual or joint credit card account. The use of your Account number to obtain credit will be considered a use of the Card. The following items are now incorporated into this Agreement and made a part of this Agreement:

(1) Any application, acceptance certificate or other written document (including an electronic record) that you originally signed or submitted in any way for this Account (your "Application");

(2) The Card and card carrier that we send with your Card; and

(3) Your signature (including any electronic or digital signature) on any Application, sales slip or other evidence of indebtedness on your Account.

This Agreement also includes and incorporates by reference the terms of your Fresh Start Solution™ Program offer with regard to any transferred Program balance for the life of that balance. If the terms of the offer you accepted and this Agreement conflict, then the terms of the offer you accepted will prevail as to any transferred Program balance. Thus, (1) we will not bring any action or proceeding to collect, nor report negatively to any consumer credit bureau, any transferred balance that is or may be time-barred or beyond the date of obsolescence for reporting purposes, at the time you chose to participate in the Program and (2) no interest charge will apply to any transferred Program balance for the life of the balance.

SUMMARY OF TERMS

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	**19.99%**
APR for Special Balance Transfer	**0%***
APR for Cash Advances and other Balance Transfers	**21.99%**
Penalty APR and When it Applies	**24.99%** This APR may be applied to your account if you do not pay the required minimum payment by its due date for two consecutive billing cycles. **How long will the Penalty APR apply?:** If your APRs are increased for the reason stated above, the Penalty APR will apply until you make six consecutive minimum payments when due.
How to Avoid Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. There is no time period within which to avoid finance charges on Cash Advances
Minimum Interest Charge	If you are charged interest, the charge will not be less than $2.50.
For Credit Card Tips from the Consumer Financial Protection Bureau	**To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore/**

Fees	
Annual Fee	**None** (Initial 2 years from card issuance date) **$25** (After 2 years from card issuance date)
Transaction Fees • Balance Transfer • Cash Advance • Foreign Transaction	 **None** Up to **5%** of the amount of each cash advance (maximum fee**; $50**); **1%** of each foreign transaction in U.S. dollars
Penalty Fees • Late Payments • Returned Payment	 Up to **$25** (varies by state; see below) Up to **$25** (varies by state; see below)

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided at the end of this document.

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

*No Interest Charge (including any Penalty APR) or per transaction Cash Advance Fee will apply to any remaining Fresh Start Solution™ Program Balance ("Special Balance Transfer," if any) that is transferred to an EMBLEM® MasterCard® credit card account (for the life of the balance). Any other balance transfer will be treated as a Cash Advance under this Bank Credit Card Agreement.

** No annual fee will be applied (at any time) if a Fresh Start Solution™ Program balance remains.

Periodic Rates with Corresponding APRs

Purchase Periodic Rate	Cash Advance Periodic Rate	Special Balance Transfer Periodic Rate*	Penalty Periodic Rate
1.6658% (corresponding APR of 19.99%)	1.8325% (corresponding APR of 21.99%)	0.00% (corresponding APR of 0.00%)	2.0825% (corresponding APR of 24.99%)

Penalty Rate: If we do not receive your required minimum payment within 60 days of its due date, your Purchase and Cash Advance rates (but not your Special Balance Transfer rate) may increase to the Penalty Rate. The Penalty APR will cease to

apply if we receive six consecutive minimum monthly payments on or before their respective payment due dates beginning with the first payment due date following the effective date of the increase.

Effective Date of This Agreement: This Agreement begins on the earlier of (i) the date that your request for a Card and Account is approved by us or (ii) the first date that we extend credit to you on your Account, as evidenced by a signed sales slip or memorandum, a cash advance or balance transfer transaction, or otherwise (in NY, the first date that you sign a sales slip or memorandum).

Signature; Acceptance of This Agreement: You agree that any action taken by you in activating your Card, making a payment on your Account or initiating any transaction on your Account will constitute your signature on this Agreement.

Your Credit Limit: You agree not to use your Account in any way that would cause you to go over the maximum amount of credit available to you at the moment you initiate a transaction on your Account (your "Credit Limit"). We may refuse to authorize or accept any transaction on your Account that would cause you to exceed your Credit Limit. We may temporarily agree to allow you to exceed your Credit Limit; however, in that case you must repay the excess amount immediately.

We reserve the right to change (to set, increase, decrease or remove) the Credit Limit for your Account and/or for specific types of Account balances from time to time. Such changes may occur without prior written notice to you and may be based upon factors including, but not limited to, anti-fraud policies and procedures, your record of making timely payments and staying within the established Credit Limit on your account with us, your credit score and information contained in your credit report.

Your Credit Limit can be found on your latest periodic statement or provided upon request. You may not request an increase in your Credit Limit, but you may at any time request a decrease in your Credit Limit.

Using Your Card or Account: You can use your Card to purchase or lease goods or services (including mail, telephone and electronic orders) from participating establishments ("Purchase"). You also can use your Card to obtain a cash loan ("Cash Advance") by presenting your Card to any institution that accepts the Card for that purpose or by making a withdrawal of cash at an ATM. Transactions made with your Account for things like money orders, deposits, wire transfer money orders, travelers cheques, foreign currency and other similar transactions, will be treated as Cash Advances. They are sometimes called "quasi-cash" transactions.

You may use the Account only for personal, family, or household purposes. You may not use your Card or your Account for any illegal transaction or any gambling transaction. We will decline identifiable gambling transactions.

We may refuse to authorize or accept any transaction on your Account if your Account is delinquent.

Promise to Pay: You promise to pay us for all transactions, plus Interest, fees and other charges due, on your Account. You promise to make all payments in U.S. dollars and that all checks or other items submitted in payment will be drawn on U.S. financial institutions.

Monthly Statements: We will send you a statement under the following circumstances:

(1) At the end of each monthly period of approximately 30 days ("Billing Cycle") if there is a debit or credit balance on your Account of $1 or more;

(2) If we assessed a Finance Charge on a balance in your Account; or

(3) As otherwise required by applicable law.

Minimum Payment: The minimum required payment on your Account for each Billing Cycle ("Minimum Payment") is the sum of (i) the greater of (a) one percent (1%) of your total outstanding Account balance on the Billing Cycle Closing Date (your "New Balance") or (b) $15; plus (ii) any current billed periodic Interest charges; plus (iii) any Late Payment Fee billed to your Account in the current Billing Cycle; plus (iv) the greater of (a) any past due amount or (b) any amount by which your New Balance exceeds your Credit Limit.

If your New Balance is less than your Minimum Payment, your New Balance is due in full.

You may pay any or all of the amounts you owe at any time without penalty. <u>You must pay at least the Minimum Payment within 25 days of the Closing Date of the Billing Cycle (shown as the "Payment Due Date" on your statement).</u>

Application of Payments: We will apply payments to your Account in accordance with applicable law. If you make a payment in excess of the required minimum payment, we must apply the excess amount first to your balance with the highest annual percentage rate.

Payments are posted to your Account upon receipt; however, we reserve the right not to increase your available credit by the amount of any payment received for a period of four (4) business days from the date of receipt to provide for processing and/or verification. To speed this payment process, we make a convenient expedited pay-by-phone service available to our customers. A small fee may be charged when you use this optional payment method.

HOW FINANCE CHARGES ARE DETERMINED

Your finance charge will include the following, as applicable: (i) a per transaction finance charge (Cash Advance Fee) as shown in the Summary of Terms above for each Cash Advance posted during a Billing Cycle and (ii) your periodic Interest charge. We compute periodic Interest charges applying the applicable Monthly Periodic Rate to (a) your Average Daily Balance of Cash Advances, (b) your Average Daily Balance of Purchases and (c) the respective average daily balances for any other types of balances that are subject to different APRs. *Again, any remaining Fresh Start Solution™ Program Balance (Special Balance Transfer) that is transferred to your EMBLEM® MasterCard® credit card account will not accrue any finance charge (including any Penalty APR or Cash Advance Fee) for the life of the balance.*

Calculating the Balance Subject to Interest: We calculate the balance subject to Interest using the "Average Daily Balance (including new transactions)" method ("ADB"). We calculate the ADB separately for each type of balance. To get each ADB, we take the beginning balance of your Account each day for each type of balance, including accrued but unpaid Interest charges attributable to such balance, add any new transactions as of the date of transaction, including any applicable Cash Advance Fees as of the date each Cash Advance posts with us, and subtract the applicable portion of any payments and credits as of the date those post with us. This gives us the daily balance for each type of balance. Then we add together the daily balances for the Billing Cycle for each type of balance and divide the total by the number of days in the Billing Cycle. This gives us the ADB for each type of balance.

Annual Percentage Rate (APR) and Monthly Periodic Rate: The applicable Monthly Periodic Rate is equal to 1/12 of the corresponding APR. The Monthly Periodic Rate (and corresponding APR) for each type of balance is shown above.

When Interest Charges Begin to Accrue: Subject to any grace period, periodic Interest charges on Purchases will be imposed at the applicable Monthly Periodic Rate from the date each Purchase is made and will continue to accrue on unpaid balances as long as they remain unpaid. You will have a 25-day grace period to repay your new balance before an Interest charge on Purchases will be imposed if your Previous Balance is (i) zero, (ii) a credit balance, or (iii) paid in full by the "Payment Due Date" shown on your monthly billing statement. Interest on Cash Advances (in addition to Cash Advance Fees) will be imposed at the applicable Monthly Periodic Rate from the date of each transaction and will continue to accrue on unpaid balances as long as they remain unpaid. There is no time period within which to pay to avoid periodic Interest charges on Cash Advances. The minimum FINANCE CHARGE you will be required to pay in any billing cycle that has Finance Charge due is $2.50.

ACCOUNT FEES: The fees and charges that may be applied to your Account are set forth in the Summary of Terms above.

Late Payment Fee: If you do not make your Minimum Payment on or before the Payment Due Date, we will apply a Late Payment Charge of up to $25 ($15 in IA) if payment is more than 5 days late.

Returned Check Fee: If any check or money order in payment of your account is returned to us unpaid for any reason, we will apply a returned check fee of up to $25 ($15 in IA) to your Account.

Annual Fee: Your account may be assessed an annual fee of $25 starting 24 months after card issuance date.

Foreign Transaction Fee: We will impose a fee of one percent (1%) on each (original and reversed) international purchase, credit voucher, and cash disbursement transaction (including international transactions made in U.S. dollars). This fee is a pass-through of a fee imposed by the card association.

OUR RIGHTS AND HOW THEY AFFECT YOU

Telephone Monitoring and Recording: From time to time, we may monitor and/or record telephone calls regarding your Account with us to assure the quality of our service, and you agree to any such monitoring or recording.

Communicating With You; Consent to Contact by Electronic and Other Means: You agree that we may contact you as provided in this paragraph. We may contact you for any lawful reason, including for the collection of amounts owed to us and for the offering of products or services in compliance with our Privacy Policy in effect from time to time. No such contact will be deemed unsolicited. We may contact you at any address or telephone number (including wireless cellular telephone or ported landline telephone number) that you may provide to us from time to time. We may use any means of communication, including, but not limited to, postal mail, electronic mail, telephone or other technology, to reach you. You agree that we may use automatic dialing and announcing devices which may play recorded messages. We may also send text messages to your telephone. You may contact us at any time to ask that we not contact you using any one or more methods or technologies.

Refunds: If a seller agrees to give a refund, you agree to accept a credit on your Account instead of a cash refund.

Postdated Checks, Restricted Endorsement Checks and Other Disputed or Qualified Payments: We can accept late, postdated or partial payments without losing any of our rights under this Agreement. (A postdated check is a check dated later than the day it was actually presented for payment.) We are under no obligation to hold a post dated check and we reserve the right to process every item presented as if dated the same date received by us or our check processor unless you give us adequate notice and a reasonable opportunity to act on it. Except where such notice and opportunity is given, you may not hold us liable for depositing any postdated check. <u>You agree not to send us partial payments marked "paid in full," "without recourse," or similar language</u>. If you send such a payment, we may accept it without losing any of our rights under this Agreement. **All notices and written communications concerning postdated checks, restricted endorsement checks (including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount) or any other disputed, nonconforming or qualified payments, must be mailed or delivered to** Emblem Cardholder Services, PO BOX 89210 Sioux Falls, SD 57109.

Credit Reports and Information: You authorize us to make any credit, employment, or other investigative inquiries we deem appropriate to extend you credit or to renew, review or collect amounts owed to us on your Account. We also may obtain follow-up credit reports on you for any lawful purpose as long as you have an outstanding balance.

Information Sharing: You acknowledge and agree that we may share information about you with others in accordance with our Privacy Policy in effect from time to time. We will provide a copy of our current Privacy Policy to you from time to time.

Notice of Inaccurate Information: If you believe that we have information about you that is inaccurate or that we have reported or may report to a credit reporting agency information about you that is inaccurate, please notify us of the specific information that you believe is inaccurate by writing to us at Emblem Cardholder Services, PO BOX 89210 Sioux Falls, SD 57109.

Collection and Default: Unless prohibited by applicable law, your Account is considered to be in default if:

(1) You do not make at least the Minimum Payment on or before the Payment Due Date;

(2) You try to exceed, or do exceed, your Credit Limit;

(3) You file bankruptcy or insolvency proceedings;

(4) You become subject to attachment or garnishment proceedings;

(5) You give us any false information or signature;

(6) You die; <u>or</u>

(7) You fail to comply with any portion of this Agreement.

Subject to any notice of default and right to cure or other restriction of applicable law, if you are in default, we may declare the entire balance due immediately.

Change of Terms: Your Account is a continuing offer to extend further credit to you that we may end at any time. Except as otherwise provided in this Agreement and subject

to applicable law, we may, at any time beginning twelve (12) months after Account opening, add, change or remove any of the terms and conditions of this Agreement. A change may be based upon factors including, but not limited to, anti-fraud policies and procedures, your record of making timely payments and staying within your established Credit Limit, your credit score and information contained in your credit report.

We will mail written notice of a change to you when and in the manner required by applicable law. Subject to the limitations of applicable law, as of the stated effective date, the changed or new terms will apply to new Purchases, Cash Advances and other transactions.

Delay in Enforcement: We can delay enforcing our rights under this Agreement without losing them.

OTHER PROVISIONS

Transfer and Termination of Your Account: You may not transfer your Account to any other person. We may assign your Account to any other person at any time. We may terminate your Account if you are or become a non-U.S. resident or a resident of Illinois, Indiana, Massachusetts, Maine, North Carolina, Rhode Island, West Virginia or any U.S. territory. Either you or we may terminate or suspend your credit privileges at any time. Upon our request, you agree to destroy your Card immediately.

Account Cancellation and Fee Refund: You may ask that we close your Account at any time by notifying us in writing. Except as provided below, you will remain responsible for all transactions, periodic Interest charges, and other fees and charges, charged to your Account until paid in full. We will credit fees to your Account ONLY IF (i) you close your Account within 30 days of Account opening and (ii) you make no new Purchase or Cash Advance transactions on your Account after opening. After this 30-day period, all fees are no longer avoidable or refundable.

Foreign Currency Conversion: If you use your Card for transactions in a currency other than U.S. dollars, the transactions will be converted to U.S. dollars under the appropriate current card association regulations. The exchange or currency conversion rate between the transaction currency and the billing currency will be either (i) a rate selected by the card association from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the card association itself receives, or (ii) the government-mandated rate in effect for the applicable central processing date. The exchange or currency conversion rate on the transaction processing date may differ from the rate in effect at the time of the transaction or the date the transaction is posted to your Account. You agree to accept the converted amount in U.S. dollars.

Honoring Your Card: We are not accountable if a merchant, ATM or other institution does not honor your Card, or if it malfunctions there. Although you may have credit available, we are not liable if credit is not authorized or approved, whether because of operational difficulties, mistakes or otherwise. Transactions above a certain dollar amount may require special authorization by us before the transaction can be approved. In addition, we may limit the number and amount of transactions approved in one day for security reasons, without any liability to you.

Notices; Change of Address, Employment or Telephone: We will send all written notices and statements to your address as it appears on our records. To avoid delays and missed payments that could affect your credit standing, you agree to advise us promptly if you change your mailing address, place of employment, telephone number or other contact information, including, but not limited to, porting a landline telephone number to a cellular phone. You represent and agree that for purposes of imposing fees and charges, the mailing address on your statement is your state of residence.

Severability: In the event that any provision of this Agreement is determined to be invalid or unenforceable for any reason, the validity or enforceability of any other provision of this Agreement will not be affected, and in lieu of such invalid or unenforceable provision there will be added automatically, as part of this Agreement, a provision as similar in terms as may be valid and enforceable, if possible.

No Waiver By Us: We reserve the right, at any time and in our sole discretion, not to impose part or all of any fee or other amount imposed pursuant to this Agreement or not to exercise any of our other rights under this Agreement. If we exercise the foregoing right, we will not waive our right to impose any such fee or other amount or our right to exercise the foregoing right or any other rights, in the future.

Entire Agreement; Interpretation: This Agreement constitutes the final expression of the credit agreement between you and us relating to your Account. The headings used in this Agreement are for the convenience of reference only and are not intended to define or describe the entire scope or intent of any portion of this Agreement.

Governing Law: This Agreement is controlled and governed the laws of the State of Missouri, including Missouri Revised Statutes (Chapter 408 Legal Tender and Interest) Section 408.145, except to the extent that such laws are inconsistent with controlling federal laws.

ARBITRATION PROVISION (AGREEMENT TO ARBITRATE CLAIMS)

Except as otherwise stated below, if you or we so choose, any Claim (as defined below) will be resolved by binding arbitration pursuant to (a) this Arbitration Provision and (b) the code of procedure of the national arbitration organization to which the Claim is referred (as in effect when the Claim is filed). Claims will be referred to either Judicial Arbitration and Mediation Services ("JAMS") or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. Streamlined arbitration procedures will be used if available. If a selection by us of one of these organizations is unacceptable to you, you have the right, within 30 days after you receive notice of our election, to select the other organization listed to serve as arbitration administrator. For purposes of this Arbitration Provision, "Claim" means any claim, dispute or controversy (whether in contract, tort, or otherwise) past, present or future, (collectively, "Claims") as further described below. (If for any reason a selected organization cannot, will not or ceases to serve as an arbitration administrator, you or we may substitute another widely recognized arbitration organization that uses a similar code of procedure and is mutually acceptable to the parties.) If you receive a Card and later default on your Account, we agree not to bring legal action or seek arbitration to collect any remaining Fresh Start Solution™ Program Balance that is transferred to your EMBLEM® MasterCard® Account.

RIGHT TO REJECT ARBITRATION: You may reject this Arbitration Provision. If you do so, neither you nor we will have the right to engage in arbitration. Rejecting this Arbitration Provision will have no affect on any of the other provisions in this Bank Credit Card Agreement. To reject this Arbitration Provision, you must send us your written rejection within 60 days after we open your Account, or 60 days after any change in terms that affects this Arbitration Provision, to Emblem Cardholder Services, PO BOX 89210 Sioux Falls, SD 57109.

In your letter, you must give us the following information: Name, Address and Account number. The right to reject granted here applies solely to this Arbitration Provision, and not to any other provision of this Bank Credit Card Agreement, or to any other agreement with us. In the event of a dispute over whether you have provided a timely rejection notice, you must provide proof of delivery. Neither party may elect to arbitrate an individual Claim brought in small claims court (or your state's equivalent court, if any). However, if a Claim that is brought in small claims court is transferred or appealed to a different court, either party may elect arbitration.

SIGNIFICANCE OF ARBITRATION; LIMITATIONS AND RESTRICTIONS. IF YOU OR WE CHOOSE TO RESOLVE A CLAIM BY BINDING ARBITRATION, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO (i) HAVE A COURT OR JURY DECIDE THE CLAIM BEING ARBITRATED (ii) ENGAGE IN PRE-ARBITRATION DISCOVERY (THAT IS, THE RIGHT TO OBTAIN INFORMATION FROM THE OTHER PARTY) TO THE SAME EXTENT THAT YOU OR WE COULD IN COURT, (iii) PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN A CLASS ACTION, IN COURT OR IN ARBITRATION, RELATING TO ANY CLAIM SUBJECT TO ARBITRATION OR (iv) JOIN OR CONSOLIDATE CLAIMS OTHER THAN YOUR OWN OR OUR OWN. OTHER RIGHTS AVAILABLE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. Except as set forth below, the arbitrator's decision will be final and binding. Only a court may decide the validity of items (iii) and (iv) above. If a court holds that items (iii) or (iv) are limited, invalid or unenforceable, then this entire Arbitration Provision will be null and void. You or we can appeal any such holding. If a court holds that any other part(s) of this Arbitration Provision (other than items (iii) and (iv)) are invalid, then the remaining parts of this Arbitration Provision will remain in force. An arbitrator will decide all other issues pertaining to arbitrability, validity, interpretation and enforceability of this Arbitration Provision. The decision of an arbitrator is as enforceable as any court order and may be subject to very limited review by a court. An arbitrator may decide a Claim upon the submission of documents alone. A party may request a telephonic hearing if permitted by applicable rules. The exchange of non-privileged information relevant to the Claim, between the parties, is permitted and encouraged. Either party may submit relevant information, documents or exhibits to the arbitrator for consideration in deciding a Claim.

BROAD MEANING OF "CLAIMS." The term "Claims" in this Arbitration Provision is to be given the broadest possible meaning and includes (by way of example and without limitation) Claims arising from or relating to (i) the application for or issuance of your Account, (ii) use, terms, change in terms or addition of terms, closing or collection of your Account or this Bank Credit Card Agreement, (iii) advertisements, promotions or oral or written statements related to your Account, including any Claims regarding information obtained by us from, or reported by us to, credit reporting agencies or others, (iv) the goods or insurance or other services purchased under your Account, (v) Claims between you and our parent corporations, wholly or majority owned subsidiaries, affiliates, predecessors, successors, assigns, agents, independent contractors, employees, officers, directors or representatives arising from your Account or this Bank Credit Card Agreement and (vi) Claims regarding the validity, enforceability or scope of this Arbitration Provision or this Bank Credit Card Agreement.

ARBITRATION PROCEDURE AND COSTS. For a copy of relevant codes of procedure, to file a Claim or for other information about JAMS and AAA, write them, visit their web site or call them at: (i) for JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614 or info@jamsadr.com, http://www.jamsadr.com, 1-800-352-5267; or (ii) for AAA, 1633 Broadway, 10th Floor, New York, NY 10019 or websitemail@adr.org, http://www.adr.org, 1-800-778-7879. If either party fails to submit to arbitration following a proper demand to do so, that party will bear the costs and expenses, including reasonable attorneys' fees, incurred by the party compelling arbitration. Any physical arbitration hearing that you attend will be held in the federal judicial district where you live at the time the Claim is filed. The party initiating the arbitration will pay the filing fee. You may seek a waiver of the initial filing fee or any other fees incurred in arbitration. If you seek, but do not qualify for, a waiver, we will consider any written request by you for us to pay or reimburse you for all or part of such fees. Each party will pay for its respective attorneys', experts' and witness fees, regardless of which party prevails in the arbitration. A party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines. Allocation of fees and costs relating to appeals in arbitration will be handled in the same manner. For an explanation and schedule of the fees that apply to an arbitration proceeding with JAMS, please visit http://www.jamsadr.com/rules-streamlined-arbitration; for AAA, visit http://www.adr.org/si.asp?id=5391. The appropriate fee schedule in effect from time to time is hereby incorporated by reference into this Arbitration Provision. The cost of arbitration may be higher or lower than the cost of bringing your Claim in court, depending upon the nature of your Claim and how the arbitration proceeds. Having more than one Claim and holding face-to-face hearings can increase the cost of arbitration. Again, neither you nor we will be permitted to arbitrate claims on a class-wide (that is, on other than an individual) basis. An arbitration proceeding can decide only your or our Claims. You cannot join other parties (or consolidate Claims) except with respect to persons who use your Account.

GOVERNING LAW FOR ARBITRATION. This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and will be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1 *et seq.*, as amended, notwithstanding any other governing law provision in this Bank Credit Card Agreement. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law. Judgment upon any arbitration award may be entered and enforced, including

without limitation by garnishment, attachment, foreclosure or other post-judgment remedies, in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA, in which case any party can appeal the award to a three-arbitrator panel administered by the selected arbitration administrator. The panel will reconsider *de novo* (that is, without deference to the ruling of the original arbitration) any aspect of the initial award requested by the appealing party.

CONTINUED EFFECT OF ARBITRATION PROVISION. This Arbitration Provision will continue to govern any Claims that may arise without regard to any termination or cancellation of your Account. If any portion of this Arbitration Provision (other than the provisions prohibiting class-wide arbitration, joinder or consolidation) is deemed invalid or unenforceable under the FAA, it will not invalidate the remaining portions of this Arbitration Provision. If a conflict or inconsistency arises between the code of procedures of the selected arbitration administrator and this Arbitration Provision, this Arbitration Provision will control.

STATE NOTICES

This program is not available to non-U.S. residents or residents of Illinois, Indiana, Massachusetts, Maine, North Carolina, Rhode Island, West Virginia or any U.S. territory.

CA RESIDENTS: A married applicant may apply for a separate account. If this is a joint account, after credit approval, each applicant shall have the right to use this account to the extent of any credit limit set by the creditor, and each applicant may be liable for all amounts of credit extended under this account to any joint applicant. Interest is compounded on unpaid finance charges on Purchases and on unpaid finance charges on Cash Advances.

NJ RESIDENTS: Because certain provisions of this Agreement are subject to applicable law, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

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

NY RESIDENTS: New York residents may contact the New York state banking department to obtain comparative listing of credit card rates, fees, and grace periods. Call 1-800-518-8866.

WI RESIDENTS: We will not charge you attorneys' fees, court costs, or other collection costs incurred as a result of your default.

MARRIED WI RESIDENTS: No provisions of any marital property agreement, unilateral statement under section 766.59 or court decree under section 766.70 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.

DE and MD RESIDENTS: Finance charges will be imposed in amounts or at rates not in excess of those permitted by law on the outstanding balances from month to month.

MD RESIDENTS: You have the right under Section 12-510 of the Commercial Law Code to receive an answer to a written inquiry concerning the status of your account.

NOTICE TO THE BUYER

1. **DO NOT SIGN THIS CREDIT AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES.**
2. **YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS CREDIT AGREEMENT.**
3. **YOU MAY AT ANY TIME PAY MORE THAN THE MINIMUM PAYMENT OR YOUR ENTIRE BALANCE IN FULL WITHOUT INCURRING ANY ADDITIONAL CHARGE FOR PREPAYMENT.**

NY RESIDENTS: RETAIL INSTALMENT CREDIT AGREEMENT

CARDHOLDER: Your signature (including any electronic or digital signature) on any Application or on any sales slip or other evidence of indebtedness on your Account represents your signature on this Agreement.

BANK: /s/ *Mid America Bank & Trust Company, Dixon, MO*

Date: November 2013

BILLING RIGHTS NOTICE

Your Billing Rights: Keep This Document 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 to us at:

Emblem Cardholder Services
PO BOX 89210
Sioux Falls, SD 57109

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 Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit 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 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 credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit 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:

Emblem Cardholder Services
PO BOX 89210
Sioux Falls, SD 57109

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.