F03-L249-8 -0814

STATE FARM BANK CREDIT CARD AGREEMENT AND DISCLOSURE STATEMENT

This document and the table of Account-Opening Disclosures and other information printed on the card carrier that accompanies this document make up your credit card agreement with State Farm Bank. They are referred to together throughout this document as the Agreement. They contain important terms and disclosures regarding your credit card account. Please read them carefully and keep them for future reference. You will be bound by the terms of the Agreement unless you cancel your account within 30 days after you receive your credit card and before you or someone you have authorized uses your credit card or credit card account.

The Parties to this Agreement

In this Credit Card Agreement and Account Disclosures (this "Agreement"), the words "you" and "your" refer to each person who requests that we establish a credit card account (the "Account") and issue a Visa® credit card (a "Card") to that person or for use by another person. If two or more persons request that we issue credit cards on the same card Account, the words "you" and "your" mean each and either of those persons, individually, and also all of those persons, jointly and severally. The words "we", "us", "our" and "State Farm Bank" mean State Farm Bank, F.S.B., a federal savings bank located in Bloomington, Illinois. Definitions of additional terms are contained in other paragraphs of this Agreement.

Your Acceptance of the Terms of this Agreement

If you apply for a Card from us, or use a Card we issue to you, or use the account number associated with the Card, or if another person uses the Card or account number with your authorization, you will be deemed to have accepted and agreed to all of the terms and conditions of this Agreement.

If you do not wish to be bound by the terms and conditions of this Agreement, do not use the Card or authorize another person to use it. Instead, cut all of the Cards in two and return them to us within 30 days after you receive them.

How to Use Your Card

Subject to the terms of this Agreement, we will make loans to you at our offices in Bloomington, Illinois when you use your Card (which term as used in this Agreement includes use of the account number associated with your Card) as follows:

(a) **Purchases.** You may use your Card to purchase or lease goods or services ("Purchases") from merchants who honor Visa credit cards. Quasi-cash transactions, described below, are deemed to be Cash Advances and not Purchases.

(b) **Cash Advances.**

(1) You may use your Card to obtain a Cash Advance at most banks that display the Visa logo.

(2) You may use your Card, in conjunction with the personal identification number ("PIN") we will issue to you, to obtain a Cash Advance at automated teller machines ("ATMs") that bear the Plus® logo. The operator of the ATM may add a surcharge to the amount of the Cash Advance you request. If so, the surcharge will be part of the Cash Advance charged to your Account.

(3) You may use your Card to establish overdraft protection on a checking account if permitted by your financial institution. You obtain a Cash Advance each time your Card is used to fund such an overdraft.

(4) We may send you blank forms of convenience checks or cash advance checks ("Convenience Checks" or "Checks") from time to time. If we do, you may use a Check to obtain a Cash Advance by signing and completing the Check in accordance with the terms on the Check and any written materials that accompany it. You obtain a Cash Advance each time you use a Check and we pay it when it is presented to us, including when you use a Check to purchase or lease goods or services.

(5) You may obtain a Cash Advance when you use your Card for items that are convertible to cash or similar cash-like transactions that we may designate from time to time, including wire transfer money orders, other money orders, travelers checks, or foreign currency or tax payments (so-called "quasi-cash" transactions). However, your Card may not be used to obtain, and we will not honor requests for, a Cash Advance in the form of casino chips, bets or wagers, gaming transactions (including Internet gambling), lottery tickets or the like.

(6) Certain establishments may cash your personal checks upon presentment of your Card. In the event we are required to pay the amount of a check cashed in this manner because your check is not paid for any reason, we may charge your Account for a Cash Advance in the amount of the check and any processing charge we incur.

(c) **Balance Transfers.** You may use your Account to transfer balances from other accounts to your Account with us (a "Balance Transfer"). You may request a balance transfer by completing the balance transfer portion of the credit application, by completing and returning to us one of the balance transfer requests forms we may send you from time to time, by writing a Balance Transfer check we may send you or by writing or telephoning us. When you request a balance transfer, we will write our check or transfer funds to your other creditor. The amount of our check or funds transfer will be the amount of your Balance Transfer. Balance Transfers are treated as Purchases rather than Cash Advances for most purposes under this Agreement. However, interest charges may begin to accrue as of the date a balance transfer is posted to your Account. Balance Transfer transactions will not be processed if made payable to cash, to you, to any individual, to a deposit account, or to a State Farm Bank credit card account. If such a Balance Transfer is processed, State Farm Bank reserves the right to convert the transaction to a Cash Advance.

Credit Limit

We will establish a credit limit for your Account from time to time. Your initial credit limit is shown on the card carrier. Your current credit limit will be shown on each monthly statement of your Account. The total amount of credit outstanding on your Account at any time must not be more than your then current credit limit. We may also establish at any time a separate credit limit (as a sub-limit within the overall credit limit for your Account) for Cash Advances. If we do, your outstanding Cash Advances balance of your Account must not exceed the Cash Advances credit limit at any time. We may set similar separate sub-limits for other portions of your Account balance. We may change your credit limit or sub-limits from time to time. We will attempt to notify you if we do, but the change may be effective before you receive notice.

Exceeding Your Credit Limit

If you request credit in any form which, if granted, would cause either your total outstanding balance or your Cash Advances balance or other applicable sub-limit (including, in either case, transactions authorized but not yet posted to your Account) to exceed your credit limit, your Cash Advances credit limit, or any other credit sub-limit we establish for your Account, whether or not those balances were more than the respective credit limits before the request, we may, refuse to honor the request or in our sole discretion, we may honor the request and extend the credit. If we extend the credit, you will not be charged an over-the-credit limit fee, and you agree to repay the credit and the interest and other charges on it as part of the balance of your Account in accordance with the terms of this Agreement. We may extend credit that exceeds any credit limit applicable to your Account on one or more occasions without waiving our rights. If we previously honored requests for credit in excess of your credit limit, that does not mean we will or must honor further over-limit requests. If we refuse to honor a Check or Balance Transfer request, we may advise the person presenting the Check or Balance Transfer that credit has been refused or that there are insufficient funds to pay the Check or Balance Transfer.

Interest Charges

When Interest Begins to Accrue:

(a) **Interest on Purchases**. Except as provided in paragraph (b) below, interest on each Purchase (including a Balance Transfer) will accrue daily from and including the transaction date until the date each Purchase is completely repaid according to the payment allocation method then in effect. If the transaction date was in an earlier billing cycle than the posting date, interest will accrue from and including the first day of the billing cycle in which the transaction was posted.

(b) **How to Avoid Paying Interest on Purchases.** You can avoid paying interest on Purchase (other than Balance Transfers) posted to your Account if you pay the entire New Balance of your Account each month not later than the Payment Due Date shown on your Account statement. If any portion of the balance of your Account is subject to an introductory or promotional rate, to avoid paying interest on Purchases (other than Balance Transfers) posted to your Account during the billing cycle you must pay the entire New Balance (including any part of the balance that is subject to the introductory or promotional rate) shown on the statement of your Account for that billing cycle by the Payment Due Date shown on the statement. If you fail to pay the entire New Balance of your Account before the Payment Due Date in any month, you can again avoid paying interest on Purchase (other than Balance Transfers) in the manner described above after you have paid the entire New Balance of your Account by the Payment Due Date for two consecutive months.

(c) **Interest on Cash Advances**. Interest on each Cash Advance will accrue daily from and including the transaction date until the date each Cash Advance is completely repaid according to the payment allocation method then in effect. The transaction date for Cash Advances obtained by a Check is the date we process the Check.

(d) **Interest that Accrues Prior to Payment in Full.** Interest accrues on the unpaid balance of your Account as described above until the date the balance is paid in full, except to the extent paragraph (b) above applies to Purchases posted to your Account. If you pay the entire New Balance shown on the monthly statement of your Account by the Payment Due Date, you will receive a statement the following month for interest that accrued from the closing date of the previous billing cycle until the date your payment in full was posted to you Account, even if no new transactions are posted to your Account after the closing date of the previous billing cycle. To minimize the amount of this interest, pay the New Balance in full immediately upon receipt of your monthly statement.

Periodic Rates and Annual Percentage Rates of the Interest Charge: The periodic rates we use to compute interest on your Account and the corresponding annual percentage rates are described below:

(a) **Rate of Interest Charge on Purchases.** The daily periodic rate we use to compute the interest on all Purchases balances (including Balance Transfers) is a variable rate which is the sum of the Prime Rate plus a margin expressed as a percentage, divided by 365, except as otherwise provided below for certain introductory rates and certain promotional rates.

(1) Introductory Rate. The daily periodic rate we use to compute interest on all Purchases or Balance Transfer offers is the introductory rate shown on the card carrier. The corresponding annual percentage rate is shown on the Account-Opening Disclosures on the card carrier. If you abide by the terms of this Agreement, the introductory rate will apply for the period of time shown on the card carrier and at the end of the introductory rate period the Preferred Pricing rate for Purchases will apply to the remaining introductory Purchase or Balance Transfer balances on your Account. If there is no space for disclosure of an introductory rate on the card carrier or if a space for an introductory rate is shown on the card carrier and is completed with "N/A" or is blank, an introductory rate does not apply on your Account.

(2) Preferred Pricing. The Preferred Pricing daily periodic rate we use to compute interest on Purchases (including Balance Transfers other than Balance Transfers that are subject to any applicable introductory rate) is a variable rate equal to the sum of the Prime Rate plus the margin shown on the card carrier divided by 365. The current Preferred Pricing daily periodic rate of interest on Purchases (including Balance Transfers) is shown on your card carrier and the corresponding annual percentage rate of interest is shown in the Account-Opening Disclosures on the card carrier.

(3) Promotional Rates. From time to time we may offer you certain promotional interest rates for certain types of transactions or certain parts of your Account balance. If you qualify for and accept the offer, the daily periodic interest rate of the promotional rate and the corresponding annual percentage rate will apply to the balance or portion of the balance of your Account in accordance with the terms of the promotional rate offer. At the end of the promotional rate period, Preferred Pricing for Purchases will apply to your Account.

(b) **Rates of Interest on Cash Advances.** The daily periodic rate we use to compute the interest on all Cash Advances is a variable rate which is the sum of the Prime Rate plus a margin expressed as a percentage, divided by 365.

(1) Preferred Pricing. The daily periodic rate we use to compute the interest on Cash Advances balances is a variable rate equal to the sum of the Prime Rate plus the margin shown on the card carrier divided by 365. The current Preferred Pricing daily periodic rate of interest on Cash Advances is shown on the card carrier, and the corresponding annual percentage rate of interest is shown in the Account-Opening Disclosures on the card carrier.

(c) **Variable Rates of the Interest:** The Interest rates under subparagraphs (a) and (b) above, other than any applicable introductory rate on balance transfers or Purchases are variable rates based on the Prime Rate published in the "Money Rates" table in *The Wall Street Journal*. The interest rates and the corresponding annual percentage rates of interest charged under this Agreement may increase if the Prime Rate increases. The effect of an increase in the Prime Rate will be an increase in the amount of the Minimum Payment due under this Agreement. We will calculate the interest rates applicable to your Account every month based on the Prime Rate published in the "Money Rates" table in *The Wall Street Journal* two days prior to your statement closing date for the billing cycle. If two or more Prime Rates are published on that day, the highest of those rates will be used to calculate the rates of the interest under this Agreement. If two days prior to your statement closing date is a day on which *The Wall Street Journal* was not published, the previous business day on which *The Wall Street Journal* was published will be used. If *The Wall Street Journal* ceases publication, or no longer publishes the prime rate, or changes the manner by which its prime rate is determined, we may select another comparable index of short-term interest rates to be the "Prime Rate" under this Agreement. The new annual percentage rates, and the new daily periodic interest rates calculated by dividing the new annual percentage rates by 365, will apply to your Account beginning as of the first day of the billing cycle of your Account during which the new annual percentage rates and the corresponding daily periodic rates were calculated, and will continue to apply until new annual percentage rates and the corresponding daily periodic rates are calculated and have become effective in the manner described in this paragraph. The new annual percentage rates and the corresponding new daily periodic interest rates will apply retroactively to the first day of the billing cycle, and transactions that occurred during the billing cycle both prior to and after the date the new annual percentage rates were calculated will be subject to the new annual percentage rates and the corresponding new daily periodic interest rates for the entire billing cycle.

Calculating the Balances to which the Periodic Interest Rates Are Applied: We calculate an "average daily balance" separately for Purchases (including Balance Transfer, but excluding any introductory period Balance Transfers), Cash Advances, any introductory period Balance Transfers then in effect, and any special rate offers then in effect. To get the "average daily balance" of your Account we take the beginning balance of your Account each day for each of these types of transactions, add any new Purchases (including Balance Transfers, but excluding any introductory period Balance Transfers and introductory period Purchases), Cash Advances, introductory period Balance Transfers and other special rate offers (as applicable), and subtract any payments and other credits applied to that type of transaction under the payment allocation method then in effect. This gives us the daily balance for each of these types of transactions. (Credit balances are treated as zero for purposes of calculating the daily balances.) Then, we add all of the daily balances for the billing cycle for each of these types of transactions and divide the respective totals by the number of days in the billing cycle. This gives us the "average daily balance" for your Account for each of these types of transactions.

Calculating Interest and Other Finance Charges; Minimum Interest Charge: We figure the interest on Purchases (including Balance Transfers) and Cash Advances charged to your Account by multiplying each of the "average daily balances" of your Account by the applicable daily periodic rate of interest and then by the number of days in the billing cycle, and by adding the resulting products together. We then add any transaction fee finance charges, each calculated as provided below. If the amount of finance charge calculated as described above is more than zero but less than $1.50, a minimum monthly finance charge of $1.50 will be charged to your Account. We may, at our election, waive the finance charge on small Account balances.

Finance Charges

(a) **Cash Advance Fee:** If you use your Card or a Check (Convenience Check) to obtain a Cash Advance, we will charge your Account a Cash Advance fee equal to 4% of the U.S. dollar amount of the Cash Advance, subject to a minimum fee of $10 for each Cash Advance.

(b) **Balance Transfer Fee:** If you make a Balance Transfer to your Account, we will charge your Account a Balance Transfer fee equal to 3% of the U.S. dollar amount of the Balance Transfer transaction, subject to a minimum fee of $10 and a maximum fee of $250 for each Balance Transfer.

(c) **International Transaction Fee:** If you use your Card to make an international transaction, we will charge your Account an International Transaction fee equal to 3% of the U.S. dollar amount of the transaction. An international transaction is defined as any transaction that was acquired in any country other than the United States.

Penalty Charges:

The following fees will be charged to your Account as a Purchase in the billing cycle in which the event occurs:

(a) a Late Payment Fee if we do not receive payment in an amount at least equal to the Minimum Payment due shown on the monthly statement of your Account by the Payment Due Date shown on the statement. The amount of the Late Payment Fee will be:

(i) an amount equal to your minimum Payment Due if your minimum Payment Due is less than $25; or

(ii) $25 if your Minimum Payment Due is $25 or more.

(b) a Returned Payment Fee if a check or draft you send us as a payment on your Account is returned for insufficient funds or for any other reason. The amount of the Returned Payment Fee will be:

(i) an amount equal to your minimum Payment Due if your minimum Payment Due is less than $25; or

(ii) $25 if your Minimum Payment Due is $25 or more.

(c) a Returned Check Fee if we return a Check unpaid for any reason. The amount of the Returned Check Fee will be:

(i) an amount equal to your minimum Payment Due if your minimum Payment Due is less than $25; or

(ii) $25 if your Minimum Payment Due is $25 or more.

However, the amount of the fee will be $35 if you also incurred the same fee on your Account within the immediately preceding six billing cycles of your Account.

Other Charges:

The following fees will be charged to your Account as a Purchase in the billing cycle in which the event occurs:

(a) a monthly fee as disclosed in the State Farm Bank Credit Protection Program Terms and Conditions if you have elected to purchase an optional plan;

(b) a Statement Reprint Fee of $5 for each copy of a monthly statement;

(c) a $15 per hour (with a $10 minimum) Account Research Fee for account research incurred in servicing your account at your request; and

(d) Unless prohibited by applicable law, the amount of any costs we incur in complying with state abandoned or unclaimed property laws with regard to your Account.

Repayment; Minimum Payment Due Each Month

You promise to pay us the amounts of all credit you obtain through the use of your Card (including all Purchases, Balance Transfers and Cash Advances), all transaction fees and other charges we assess against your Account and all interest and other finance charges as provided in this Agreement. You agree to make your payments in the amounts and at the times provided in this Agreement. Time is of the essence.

We will provide a statement of your Account at approximately monthly intervals if there has been activity on your Account, a finance charge is assessed during the preceding month, or there is a balance (credit or debit) in your Account exceeding $1, unless we deem your Account to be uncollectible, or we have instituted delinquency collection procedures, or we have charged off the Account, or furnishing the statement would violate federal law. You may pay any amount up to the entire unpaid balance (the "New Balance") of your Account at any time. You agree to pay each month at least the amount of the Minimum Payment Due shown on your monthly statement by the Payment Due date shown on the statement. The monthly Minimum Payment Due is 1% of the New Balance (less interest charges and Late Fees and rounded to the nearest $5.00) + Interest Charges + Late Fees + any Past Due Amounts or $40, whichever is the greater (or your entire New Balance if less than

$40). The Payment Due Date will be at least 24 days after the Closing Date. If you overpay, or if a credit balance is otherwise created in your Account, we will not pay interest on that amount. Your payments are not deemed to be received until they are posted to your Account. See the monthly statement of your Account for details on timely posting of payments. Mail your payment, accompanied by the payment remittance stub, using the envelope enclosed with your monthly statement or to the payment address provided on the monthly statement. Or make your payment online by going to statefarm.com. The crediting of payments sent to any location other than the payment address or received in any other manner may be delayed. Do not send correspondence of any type to the payment address. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your Account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, the funds may be withdrawn from your account on which the check is drawn as soon as the same day we receive your payment and you will not receive your check back from your financial institution. For inquiries about your account, please call us toll-free at 1-877-SF4-VISA (1-877-734-8472) or write us at PO Box 87, Deposit, New York 13754-0087.

Your payments will be allocated among the charges on your Account in any manner we determine that is consistent with the requirements of applicable law, without regard to any contrary instructions from you If different annual percentage rates apply to different balances of your Account, we will allocate any amount you pay in excess of the required Minimum Payment Due first to the balance with the highest annual percentage rate and any remaining portion to the other balances in descending order based on the applicable annual percentage rate in a manner that complies with applicable regulations and regulatory guidance. Even though your payment may be credited to your Account in the billing cycle in which the payment is received, your available credit may not be increased by the amount of the payment until your payment has cleared.

If you pay more than the Minimum Payment you will not thereby prepay or postpone the due date of payments in the following months and you will continue to be obligated to make the Minimum Payment amount (if any) shown on your monthly statements in succeeding months.

Payments must be made in U.S. dollars, and we may refuse to accept checks not denominated in U.S. dollars. You agree not to use a State Farm Bank Balance Transfer, Convenience Check, or the proceeds of a Cash Advance to make any payment on your Account.

Our Right to Require Immediate Payment
Subject to our giving any notice required by law and to any other limitations imposed by law, you will be in default and, at our election, we can require you; to pay immediately all amounts you owe us under this Agreement without notice or demand if (1) you fail to pay any amount you owe under this Agreement exactly when due; or (2) your Account balance exceeds your credit limit, or if we have established a separate Cash Advances credit limit or other credit sub-limit for your Account, your Cash Advances balance exceeds your Cash Advances credit limit or you exceed any other credit sub-limit of your Account; or (3) you fail to abide by any other term of this Agreement; or (4) your ability to pay us is materially impaired (including, without limitation, if you file or have filed against you as debtor a proceeding under any chapter of the Bankruptcy Code); or (5) you die or become incapacitated; or (6) you are in default on any other credit account or loan you have with us.

Collection Costs
If you are in default, unless prohibited by applicable law, you agree to pay us or reimburse us for all costs and disbursements, including reasonable attorney's fees, we pay or incur in legal proceedings (including bankruptcy proceedings) to collect or enforce the debt you owe under this Agreement.

Payment Holidays
From time to time, solely at our option, we may allow you to skip one or more monthly payments. We will notify you when this option is available. If you skip a payment, interest (and credit protection fees, if any) will continue to accrue on your Account balance in accordance with this Agreement. The requirement that you make the Minimum Payment due each month will resume following the payment holiday.

Transactions Made in Foreign Currencies
If a transaction is made in a foreign currency, we and Visa International will convert the transaction into a U.S. dollar amount. Visa will act in accordance with their operating regulations or conversion procedures in effect at the time the transaction is processed and may use (i) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (ii) the government-mandated rate in effect for the applicable central processing date, in each instance plus or minus any adjustment determined by Visa or us. The currency conversion rate calculated in this matter that is in effect on the processing date may differ from the rate in effect on the transaction date or the posting date. When any transaction must be converted back into a foreign currency because of a refund or other reversed transaction, the same currency conversion formula will apply.

Billing Cycles of Your Account
Each billing cycle of your Account begins on the day after the closing date shown on the preceding monthly statement of your Account and ends on the closing date shown on the monthly statement of your Account for the current month. A billing cycle occurs even if you do not receive a monthly statement of your Account as otherwise provided in this Agreement.

Authorized Use of Your Card by Others
If you permit any person to have access to your card or Account number with the authorization to make a charge, or if you request us to issue a Card on your Account to another person, you will be liable for all charges made by that person, including charges you may not have intended that person to make.

If you are an authorized user and you use a card or the Account, you are liable for each transaction you make on the Account plus any Finance Charges, Fees and Other Charges, and expenses provided in this Agreement and related to such transactions. If you are an authorized user, your liability does not relieve any cardholder under this Agreement from liability for the authorized user's transactions until paid.

Special Provisions Regarding Checks
You may stop payment on an unpaid Check by providing us with the check number, dollar amount, and payee exactly as they appear on the Check. A stop payment request expires six months after the date we accept your stop payment order unless you renew it in writing within two weeks prior to the expiration date.

If you post-date a Check, we may honor the Check immediately upon presentment or return it unpaid, at our election, without in either case waiting until the date shown on the Check. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to take.

You may not use a Check or any other Cash Advance to make a payment under this Agreement or any other credit account you may have with us.

Certain Limitations on Use of Your Card
Your Account is a consumer credit account. You must not use your Card primarily for business or commercial purposes.

You must not use your Card for any unlawful purpose or in any illegal transaction.

Additional Cardholder Benefits
We may offer you certain additional cardholder benefits from time to time, including balance transfers, interest free special purchases, and temporary APR reductions. Any such benefits, if offered and provided to you, will be subject to the restrictions outlined in the benefits brochure we provide to you. However, unless otherwise stated in the promotion, the terms of this Agreement shall also govern any such Special Purchase Promotion. We reserve the right to change, add to or discontinue these benefits and services at any time without notice to you.

Refusal to Honor Your Card; Refused Authorizations
We will not be liable if any other bank, any ATM, or any seller or lessor of goods or services refuses to honor your Card or retains your Card when you attempt to use it. Even though you have available credit on your Account, we may fail or decline to authorize a particular transaction due to operational difficulties or, at our discretion, for other reasons we deem to be appropriate.

Gaming and Wagering Transactions
The State Farm Bank credit card is not to be used for any gaming or wagering transactions, including transactions for casino chips, bets, wagers, Internet gambling or any other gaming or wagering transaction. State Farm Bank will decline transactions for casino chips, bets, wagers, Internet gambling or any other gaming or wagering transaction.

Suspension or Termination of Your Account
We may suspend or terminate your right to obtain additional credit at any time, subject only to any limitations under federal law or to the extent federal law does not preempt state laws, under the laws of the State of Illinois. All Cards we issue to you or at your request remain our property, and you agree to return all such Cards to us at our request. You may terminate your right to obtain additional credit at any time by cutting all unexpired Cards outstanding on your Account in two and returning them to us. Your obligations under this Agreement continue unchanged after your right to obtain credit has been suspended or terminated by you or by us.

Obligation of Multiple Cardholders
All joint accountholders are individually and jointly responsible for paying the entire outstanding balance on the Account. If two or more persons are responsible for paying any outstanding balance, we may refuse to release any of them from liability until all of the unexpired Cards outstanding on the Account have been returned to us and the Account balance is paid in full. The obligations of the other obligated persons will not be affected by the release or discharge of one or more of the persons who are responsible for paying all or any part of the Account.

Amendments; Replacement Cards
Subject to our giving any notice required by law and to any other limitations imposed by law, we may amend this Agreement at any time to change, add, or delete provisions upon such notice to you and subject to such limitations as are required and imposed under applicable provisions of federal law or to the extent federal law is not controlling, the laws of the State of Illinois. If a longer minimum notice period is not specified by applicable federal or Illinois law for the amendments we propose to make, we may amend this Agreement upon not less than 15 days notice to you. Unless otherwise provided by law, any notice of changed terms may be included on or with the monthly statement of your Account and, the notice period will begin to run when we mail or deliver the notice to you. If a notice of an amendment gives you the opportunity to reject the amendment, and if you reject the amendment in the manner provided in the notice, we may terminate your right to receive additional credit and may require you to return all credit devices as a condition of your rejection of the amendment. If the amendment so provides, and subject to the requirements of applicable law, the amended Agreement (including any increased rate or amount of interest or other finance charge and other increased charges and fees) will apply to both existing and new balances of your Account, including, subject to the provisions of the notice of change in terms, all Purchases, Cash Advances and Balance Transfers after the effective date of the amendment. Any letter, payment instrument or other communication you direct to us with the intent to amend this Agreement must be sent to us in writing at: State Farm Bank, PO Box 2326, Bloomington, Illinois 61702-2326. If any such payment instrument is received at any other address, we may accept the payment instrument, which will not constitute consideration, and no amendment to the Agreement shall have been effected. This Agreement may be amended only by a writing originated by us and sent to you or a written amendment signed by one of our authorized representatives.

We may replace your Card with another credit card at any time.

Communications Concerning Disputed Debts
Any payment instrument you send us for less than the full balance due that is marked "paid in full" or similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to State Farm Bank, PO Box 2326, Bloomington, Illinois 61702-2326. We reserve all our rights regarding such instruments. For example, if it is determined there is no valid dispute or if any such instrument is received at any other address, we may accept the instrument and you will still owe any remaining balance. Or, we may refuse to accept any such instrument by returning it to you, not cashing it, or destroying it. Satisfaction of your debt for less than the full amount due requires a written agreement, signed by one of our authorized representatives.

Change of Name or Mailing Address
You must notify us immediately of any change of your name or mailing address from that shown on your latest monthly statement. The back of your monthly statement contains a form you may use for this purpose.

Assignment
We may at any time, and without notice to you, assign your Account, any sums due on your Account, this Agreement, and our rights or obligations under your Account and this Agreement to any person or entity. The person or entity to whom we make any such assignment shall be entitled to all of our rights under this Agreement, to the extent assigned. You may not assign your rights under this Agreement.

Unauthorized Use of Your Account
Please notify us immediately of the loss, theft, or possible unauthorized use of your Card. You may be liable for unauthorized use of your Card if your gross negligence results in unauthorized use. You will not be liable for unauthorized use that occurs after you notify us in writing at State Farm Bank, PO Box 94, Deposit, New York 13754-0094, or by telephone at 1-877-734-8472, of the loss, theft, or possible unauthorized use. In any case, your liability for unauthorized use will not exceed $50.

Please sign your Card immediately after you receive it. Please safeguard your Card like you would if it were cash. Do not disclose your PIN to anyone else.

Monitoring Telephone Conversations
You consent to and authorize us, any of our affiliates, and our marketing associates to monitor and/or record (unless prohibited by law) any of your telephone conversations with our representatives or the representatives of any of such companies.

Information Gathering and Sharing
Please refer to the State Farm® "Notice of Privacy Policy" for our policies on collecting, using, securing, and sharing nonpublic personal information. Additional copies of our "Notice of Privacy Policy" are available by calling us toll-free at 1-877-SF4-BANK (1-877-734-2265), on our website (statefarm.com®), or from your local State Farm agent.

If you believe that inaccurate or incomplete information about you or your Account has been shared by us with a credit reporting agency, write to us at: State Farm Bank, PO Box 94, Deposit, New York 13754-0094. Please include your name, address, home phone number, and Account number, and explain which information you believe is inaccurate or incomplete.

Governing Law
This Agreement, including, without limitation, the interest to be charged, is governed by Federal law and to the extent Federal law is not controlling, by the laws of the State of Illinois without regard to its conflict of laws principles.

Severability; No Waivers
If any part of this Agreement is found to be invalid, the rest remains effective. Any failure or delay by us in exercising any of our rights or remedies under this Agreement or under applicable law does not mean that we will not be permitted to exercise those rights or remedies later. We may accept late payments or partial payments without losing any of our rights or remedies. You have not waived under this Agreement any of your rights or our duties under the Illinois Financial Services Development Act.

Transactions with Merchants
Return Policy. If a merchant discloses a policy such as "no returns", "no refund", "no return or credit without receipt", "as is", "store credit only", or "all sales final", you will be bound by that policy when you use your Card or Account to buy goods or services from that merchant. **Reservations.** When using your Account to make travel or lodging reservations, obtain the merchant's cancellation policy and follow it if you cancel. If you cancel, obtain the merchant's cancellation number that it is required to give you. The merchant may charge you for a cancelled transaction unless you can provide us with the merchant's cancellation number. **Recurring Transactions**. If you authorize a merchant to charge your Account for repeat transactions with your Card, you must notify the merchant when you want to discontinue the repeat transactions or if your Account is closed or a new Account number is issued by us. **Dispute Assistance**. If you disagree with a transaction on your statement or have a dispute with the merchant as a result of the transaction, you will provide information or assistance we reasonably request to permit us to investigate the transaction. Otherwise, you will pay us for any resulting loss we have (up to the amount of the transaction) unless we are prohibited by applicable law from holding you liable for our loss. **"Your Billing Rights" controls**. If any provision of this paragraph conflicts with any part of the "Your Billing Rights" section below that is applicable to the particular transaction, the terms of the "Your Billing Rights" section will control.

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: State Farm Bank, PO Box 1420, Deposit, New York 13754-1420.

In your letter, give us the following information:
(1) Account information: Your name and Account number.
(2) Dollar Amount: The dollar amount of the suspected error.
(3) 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 that it 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: State Farm Bank, PO Box 1420, Deposit, New York 13754-1420.

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.

Notice for Married Wisconsin Residents. No provision of any marital property agreement, unilateral statement, or court order applying to marital property will adversely affect State Farm Bank interests unless prior to the time credit is granted, State Farm Bank is furnished with a copy of the agreement, statement or court order, or State Farm Bank has actual notice of the provision. Married Wisconsin residents must furnish the name and address of their spouse to State Farm Bank at PO Box 87, Deposit, New York 13754-0087.