

# Mid America Bank & Trust Company

## Cardholder Agreement

### Dear Cardholder:

**This Cardholder Agreement, along with your Addendum to Cardholder Agreement, Application, Card, Card Carrier, and the written materials containing the terms of our agreement with you described in the next paragraph (collectively, the "Agreement"), is your contract concerning the use of your Account. The Agreement contains certain disclosures required by the Federal Truth in Lending Act, along with important information about your Account. We encourage you to read all of the Agreement and keep it for your records. Please feel free to call us with any questions you may have. We look forward to serving you.**

### CARDHOLDER AGREEMENT

This Agreement contains the terms that govern the use of your Milestone™ MasterCard® Account and outlines both your responsibilities and ours. Please read it in its entirety and keep it for your reference. The accompanying Addendum to Cardholder Agreement is hereby incorporated into and made a part of this Agreement. In addition, any written application, acceptance certificate or other request you signed or otherwise submitted for this Account (the "Application"), your Card and the Card Carrier that we send with your Card, and your signature (including any electronic or digital signature) on any Application, sales slip or other evidence of indebtedness on your Account, are hereby incorporated into and made a part of this Agreement. This Agreement begins on the earlier of (i) the date you sign or otherwise submit an Application that 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 transaction, or otherwise.

### Definitions

To simplify this Agreement for you, the definitions listed below will apply throughout, both in this Agreement and in your monthly statements. In addition, the words *you*, *your*, and *yours* refer to the Cardholder(s) who holds the Card and is responsible for the Account, each of whom is individually and jointly obligated under this Agreement. The words *we*, *us*, and *our* refer to Mid America Bank & Trust Company, Dixon, Missouri.

**Account:** The credit card account for which you were issued a Card imprinted with your Account number and that is subject to all of the terms and conditions of this Agreement.

**Account Year:** The 12-month period (consisting of 12 Billing Cycles) commencing with the first Billing Cycle that begins when the Account is opened and each successive 12-month period thereafter.

**ATM:** Automated Teller Machine.

**Billing Cycle:** The time interval covered by a monthly statement. Each Billing Cycle is approximately 30 days in length.

**Card:** Any Milestone MasterCard issued by us that you may use to obtain a Cash Advance, make Purchases, or lease goods or services on credit. Use of your Account number to obtain credit will be considered a use of the Card.

**Card Carrier:** The carrier that contains your Card.

**Cardholder:** The person to whom a Card is issued, or who has agreed to pay obligations arising from a Card issued to another person.

**Cash Advance:** Credit extended to you in the form of a cash loan through any financial institution honoring the Card either presented directly or through any other credit instrument, check, device, overdraft coverage plan or ATM that we make available to you or that you use. All cash equivalent transactions will be treated as Cash Advances and will be billed to the Cash Advance segment of your Account. Transactions that we view as "cash equivalent transactions" include without limitation using your Card to purchase wire transfer money orders, bets, lottery tickets, casino gaming chips, and other similar products and services.

**Closing Date:** The date of the last day of a Billing Cycle.

**Credit Line:** The maximum amount of credit available to you on your Account. Your Credit Line will be disclosed on your Card Carrier.

**Initial Transaction Balance:** The total outstanding balance of your existing debt that was initially charged to your Account (as agreed in your Application and discussed below) as of each Closing Date specified in your monthly statement.

**New Balance:** The total outstanding Account balance on the Closing Date specified in your monthly statement.

**Previous Balance:** The balance of your Account at the beginning of a Billing Cycle. This will be the same as the "New Balance" shown on your previous bill.

**Purchase:** Any extension of credit to your Account for the purpose of purchasing or leasing goods or services from participating establishments, including the initial charge to your Account discussed below.

**Purchase and Cash Advance Balance:** The total outstanding balance of Purchases, Cash Advances, fees, and **INTEREST CHARGES** charged to your Account as of each Closing Date specified in your monthly statement.

### YOUR INITIAL CHARGE TRANSACTION

You have agreed to have all or a portion of the balance of an existing debt (referenced in the Application provided to you) paid by an initial charge to your Account. This will be your Initial Transaction Balance.

We may from time to time establish segments for your Account, such as Purchase segments, Cash Advance segments and special purchase segments. Each segment may be subject to terms and conditions different than those that are applicable to other segments including, without limitation, a credit limit which may be less than the Credit Line and **INTEREST CHARGES** that apply only to that particular segment.

The Initial Transaction Balance will not be included in your Average Daily Balance, and no **INTEREST CHARGE** will accrue on this amount. The Initial Transaction Balance will be reduced as monthly payments are made to the Account.

### USING YOUR CREDIT CARD

#### Purchases and Cash Advances

You may use your Card to purchase or lease goods or services from participating establishments. You may also use your Card to obtain Cash Advances from your Account at an ATM, or by presenting it to any institution that accepts the Card for that purpose. There are dollar limitations on individual Cash Advance transactions and we may set a Cash Advance Line for your Account. Please contact us for information about the Cash Advance limitations that apply to your Account. In addition, we may limit your Account to only one Cash Advance transaction per day.

You promise to pay us and are liable for all amounts resulting from the authorized use of your Card or Account, plus any applicable **INTEREST CHARGES** and other applicable charges or fees, payable in U.S. dollars.

We may limit and restrict the use of the Account/Card at our discretion. Such limitations and restrictions include, but are not limited to, gambling transactions, which include, but are not limited to, internet-related lottery tickets, casino gambling chips, off-track betting and wagers at racetracks. You remain responsible for use of your Account/Card in any such transactions.

The Card may only be used for valid and lawful purposes. If you use, or you authorize someone else to use, the Card or Account for an unlawful or impermissible purpose, you will be responsible for such use and may be required to reimburse us or MasterCard for any amounts or expenses we or they incur as a result of such use.

The Card is and remains our property, and you will surrender it to us at any time upon request.

#### Your Credit Line

You may not use your Account in any way that would cause you to go over your Credit Line. We may refuse to authorize or accept any transaction on your Account that would cause you to exceed your Credit Line or if your Account is delinquent. We may temporarily agree to allow you to exceed your Credit Line; however, in that case you must repay the excess amount according to the terms of this Agreement. Any transactions honored in excess of your Credit Line will not result in an increase of your Credit Line. We may at any time and without prior notice to you increase or decrease your Credit Line, limit the Credit Line for Cash Advances or take away your ability to obtain Cash Advances.

### MAKING PAYMENTS

#### Monthly Statements

We will send a statement at the end of each monthly Billing Cycle if there is a debit or credit balance on your account of \$1 or more, a balance on which an **INTEREST CHARGE** has been imposed or as otherwise required by applicable law. You agree to pay us, or any party to whom we may transfer and assign your Account or the amounts owing under your Account, in U.S. dollars according to all terms and conditions of this Agreement. Payments made by a check, money order or other negotiable instrument must be in a form acceptable to us and drawn on a U.S. financial institution.

#### Minimum Payment

The Minimum Payment is a fixed dollar amount. The fixed dollar amount applicable to your Account is shown in the accompanying Addendum to Cardholder Agreement. If you elect not to pay your New Balance in full, you must pay at least the Minimum Payment by the "Payment Due Date" shown on your statement, which is at least 25 days after the Closing Date of the Billing Cycle. Your Minimum Payment also will include any past due amount or any amount by which the New Balance exceeds your Credit Line, whichever of these two is greater. If your New Balance is less than or equal to your payment, then your Minimum Payment will be equal to your New Balance.

Payments should be mailed with the payment coupon and in the envelope provided and following the other instructions on the statement to Bankcard Services, P.O. Box 84059, Columbus, GA, 31908-4059. Any payment received in that form and at that address on or before 5:00 P.M. Eastern Time on a normal banking day will be credited to your Account that day. If your payment is received in that form and at that address after 5:00 P.M. Eastern Time on a normal banking day, or any time on a non-banking day, we will credit it to your Account the next banking day. Please allow at least seven (7) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Credit availability may be delayed at our sole discretion to ensure payment in good funds. If we accept a payment at some other place, we may delay the crediting of the payment for up to five (5) days. This may cause you to incur late payment fees and additional interest charges, and may result in your Account being declared in default.

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, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution.

At any time you may pay part or all of the full amount you owe without incurring any additional charge for prepayment. The amount of any payment that exceeds your total New Balance will be applied as a credit to your Account, and any remaining credit balance will be refunded as required by law.

Your total Credit Line may not reflect your payments for up to 14 days.

You must make the Minimum Payment set forth on your first billing statement in order to activate your Card. If you wish to activate your Card before you receive your first billing statement, please call us at 1-800-958-2939, and we will tell you the minimum amount you need to pay in order to activate the Card.

### Application of Payments

For each Billing Cycle, payments up to the amount of your monthly Minimum Payment Due will be allocated among the various segments of your Account, and to charges and principal due within each segment (including new transactions), in any way we determine, including balances with lower **ANNUAL PERCENTAGE RATES** before balances with higher **ANNUAL PERCENTAGE RATES**. This means that you may incur additional **INTEREST CHARGES** on other segments and may not pay down those segments until the Initial Transaction Balance (if any) and other lower **ANNUAL PERCENTAGE RATE** segments are fully paid. We will generally apply payments up to the amount of your monthly Minimum Payment Due in a manner most favorable or convenient for us.

For each Billing Cycle, to the extent your payments exceed your monthly Minimum Payment Due, we will apply these excess amounts in the order required by applicable law.

### Security Interest

If we now, or in the future, hold any title, pledge or security interest in any of your property other than your principal residence, it may be that the terms of the instrument creating such title, pledge or security interest will also secure your obligations on this Account.

### HOW INTEREST CHARGES ARE DETERMINED

Your **INTEREST CHARGE** for any Billing Cycle will include the following components, the total of which constitutes your total **INTEREST CHARGE** for the Billing Cycle:

(1) A Cash Advance Transaction Fee **INTEREST CHARGE**, imposed on each Cash Advance transaction posted during a Billing Cycle, in an amount equal to the greater of \$10 or 3% of the amount of each Cash Advance, and

(2) Periodic **INTEREST CHARGE** amounts computed by applying the applicable Monthly Periodic Rate or Rates, determined as provided below under "Computing the Purchase and Cash Advance Balance Monthly Periodic Rates and Corresponding **ANNUAL PERCENTAGE RATES** (APRs)", to (i) your Average Daily Balance of Cash Advances (including new Cash Advances) and (ii) your Average Daily Balance of Purchases (including new Purchases). However, if the total of the amounts so computed is an amount less than \$.50, then a minimum **INTEREST CHARGE** of \$.50 will be imposed instead of such smaller amounts and will be treated as an **INTEREST CHARGE** on Purchases, and

(3) A Foreign Currency Conversion Fee **INTEREST CHARGE**, in an amount equal to 1% of the converted U.S. Dollar amount of each transaction (including Purchases and Cash Advances) that is effected in any currency other than U.S. Dollars; any unpaid Foreign Currency Conversion Fee **INTEREST CHARGES** will be added to the calculation of your Average Daily Balance of Purchases or your Average Daily Balance of Cash Advances (as applicable).

No **INTEREST CHARGE** will be charged on your Initial Transaction Balance.

### When INTEREST CHARGES Begin to Accrue

**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. However we do not assess **INTEREST CHARGES** in the following circumstances:

- If you paid the New Balance at the beginning of your previous Billing Cycle by the Payment Due Date during the previous Billing Cycle (or if that New Balance was \$0 or a credit balance), then:
  - If you pay the new balance on your current Monthly Statement in full by the Payment Due Date in your current Billing Cycle, we will not impose **INTEREST CHARGES** on Purchases during your current Billing Cycle, and
  - If you make a payment that is less than the New Balance by the Payment Due Date in your current Billing Cycle, we will credit that payment as of the first day in your current Billing Cycle.
- If you had a New Balance at the beginning of your previous Billing Cycle and you did not pay that New Balance by the Payment Due Date during that previous Billing Cycle, then we will not charge **INTEREST CHARGES** on any Purchases during the current Billing Cycle if you pay the New Balance at the beginning of your current Billing Cycle by the Payment Due Date in your current Billing Cycle.

Periodic **INTEREST CHARGES** on Cash Advances will be imposed at the applicable Monthly Periodic Rate from the date each Cash Advance is made and will continue to accrue on unpaid balances as long as they remain unpaid. There is no grace period on Cash Advances and there is no period within which to pay to avoid **INTEREST CHARGES** on Cash Advances.

### Calculating the Purchase and Cash Advance Balance Subject to INTEREST CHARGES

**Average Daily Balance of Purchases (including new Purchases):** To get the Average Daily Balance of Purchases, we take the beginning Purchase balance of your Account each day, including unpaid **INTEREST CHARGES** on Purchases and Foreign Currency Conversion Fee **INTEREST CHARGES** on Purchases, add any new Purchases as of the date of transaction, and subtract the applicable portion of any payments and credits as of the transaction date. This gives us the daily balance for Purchases. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Purchases.

**Average Daily Balance of Cash Advances (including new Cash Advances):** To get the Average Daily Balance of Cash Advances, we take the beginning Cash Advance balance of your Account each day, including unpaid **INTEREST CHARGES** on Cash Advances and Foreign Currency Conversion Fee **INTEREST CHARGES** on Cash Advances, add any new Cash Advances as of the date of transaction, add the Cash Advance Transaction Fee **INTEREST CHARGE** on any Cash Advances as of the transaction date of each Cash Advance, and subtract the applicable portion of any payments and credits as of the transaction date. This gives us the daily balance for Cash Advances. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Cash Advances.

### Computing the Purchase and Cash Advance Balance Monthly Periodic Rates and Corresponding ANNUAL PERCENTAGE RATES (APRs)

**Monthly Periodic Rates:** Unless an Introductory Monthly Periodic Rate is in effect (see below), one or more regular Monthly Periodic Rates and corresponding **ANNUAL PERCENTAGE RATES** apply to your Account, as shown in the accompanying Addendum to Cardholder Agreement. For example, the Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** applicable to Purchases may be different from the Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** applicable to Cash Advances.

**Introductory Monthly Periodic Rate (applies only if an Introductory Monthly Periodic Rate is specified in your Addendum to Cardholder Agreement):** The Introductory Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** applicable to your Average Daily Balance of Purchases and Cash Advances is specified in the accompanying Addendum to Cardholder Agreement. Twelve (12) Billing Cycles after your Account is opened, the Introductory Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** will expire, and the Monthly Periodic Rate and the corresponding **ANNUAL PERCENTAGE RATE** described in the section above will apply to any existing and future balances.

### OTHER FEES

In addition to **INTEREST CHARGES**, a variety of fees may be applied to your Account, as set forth below. The amounts of some of these fees in effect when this Agreement is provided to you are shown in the Addendum to Cardholder Agreement given to you with this Agreement. The amounts of these fees may change from time to time during the term of your Account.

#### Annual Fee

We will charge an Annual Fee, as is specified in the accompanying Addendum to Cardholder Agreement, to your Account on or about the date your Account is opened and on or about each anniversary of that date. The initial Annual Fee is nonrefundable; the renewal Annual Fee is also nonrefundable unless you notify us to cancel your Account within 30 days from the mailing date of the billing statement or other communication containing the renewal Annual Fee notice. The Annual Fee is added to the Purchase Balance.

#### Monthly Participation Fee

We will charge a Monthly Participation Fee as is specified in the accompanying Addendum to Cardholder Agreement, to your Account each Billing Cycle. (The Monthly Participation Fee will be waived the first 12 months your Account is opened.) The Monthly Participation Fee is nonrefundable. If we or you close your Account, we may continue to charge the Monthly Participation Fee until you pay your balance in full. The Monthly Participation Fee is added to the Purchase Balance.

#### Late Payment Fee

If we do not receive your Minimum Payment by the Closing Date of the Billing Cycle in which the Payment Due Date occurs, we will apply a Late Payment Fee to your Account. The Late Payment Fee will be the amount specified in the accompanying Addendum to Cardholder Agreement. However, the Late Payment Fee will never exceed the amount of your required Minimum Payment to which the Late Payment Fee relates.

#### Returned Payment Fee

If any payment on your Account is returned to us unpaid for any reason, we will apply a Returned Payment Fee to your Account. The Returned Payment Fee will be the amount specified in the accompanying Addendum to Cardholder Agreement. However, the Returned Payment Fee will never exceed the amount of your most recent required Minimum Payment.

#### Minimum Interest Charge Fee

If the Periodic **INTEREST CHARGE** amounts computed in the **HOW INTEREST CHARGES ARE DETERMINED** section are an amount less than \$.50, then a minimum **INTEREST CHARGE** Fee of \$.50 will be imposed instead of such smaller amounts and will be treated as a fee on your billing statement and added to your Purchases at our discretion.

#### Documentation Fee

You may request a copy of a statement previously sent to you for a Documentation Fee of \$3 per statement, which will be applied to your Account. Copies of sales tickets or other items posted to your Account may be obtained for a Documentation Fee of \$10 per sales ticket or other item, which will be applied to your Account. Notwithstanding the foregoing, we will not impose any fee in connection with a good faith assertion of a billing error or other exercise of your Billing Rights (see below under "Your Billing Rights - Keep This Notice for Future Use").

#### Card Replacement Fee

If you ask us to replace a Card that is lost, stolen, damaged or destroyed, you agree to pay us a Card Replacement Fee of \$5. If you request that we send a replacement Card to you on a rush basis, you will be charged our then current fee for this service.

#### PIN Replacement Fee

If you request a replacement PIN to use with your Card, we will apply a PIN Replacement Fee of \$5 to your Account.

**Reinstatement Fee**

If you ask us to reopen your closed or blocked Account, and we do so, you agree to pay us a Reinstatement Fee, as specified in the accompanying Addendum to Cardholder Agreement.

**LOST CARDS AND UNAUTHORIZED USE**

If your Card is lost or stolen or used without your consent, you may be liable for the unauthorized use of your Card, but you will not be liable for unauthorized use that occurs after you notify us orally or in writing of the loss, theft or possible unauthorized use at: Bankcard Services, P.O. Box 4477, Beaverton, OR 97076, 1-888-260-4532.

In any case, your liability will not exceed \$50.

**OUR RIGHTS, AND HOW THEY AFFECT YOU****Telephone Monitoring and Recording**

You consent and agree that, from time to time, except as restricted by applicable law, we may monitor or record telephone calls regarding your Account, suppress caller identification services and use an automated dialing and announcing system. If you provide us with a cellular phone number either as part of your application, or at any time thereafter, including, without limitation, after your Account is in a default status, you are expressly consenting that we and our agents may (i) contact you at that number including by text message, and (ii) use automated telephone dialing systems to initiate such contacts and/or leave recorded messages.

If you provide us at any time with an email contact for your Account, you agree we may use that email address to contact you about your Account and may send you information about products and services related to your Account.

We or our representatives may contact you from time to time regarding the Account, or to ask for additional information about you or your experience with us. You agree that such contacts are not unsolicited and may include contacts at your home or place of employment, during weekdays, weekends or holidays, on your mobile telephone, voicemail or answering machine, or by email, fax, recorded message, text message or personal visit.

**Refunds**

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

**No Waiver of Rights; Disputed Amounts**

**We can accept late or partial payments without losing any of our rights under this Agreement. You agree not to send us partial payments marked "paid in full," "without recourse," or similar language. If you send such a payment, we may accept it without losing any of our rights under this Agreement. All written communications concerning disputed amounts, including any check or other payment instrument that indicated 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, must be mailed or delivered to Bankcard Services, P.O. Box 4499, Beaverton, OR 97076.**

**Credit Reports and Information**

You authorize us to make or have made any credit, employment, or other investigative inquiries we deem appropriate to extend you credit or collect amounts owed to us on your Account. We (including any assignee of the Account or amounts owing under the Account) may also obtain information about you from credit reporting agencies or others at any time and use it for the purposes of monitoring your credit performance, managing your Account and considering you for new offers and programs.

We will not be furnishing information on your Account to credit reporting agencies if there is any amount remaining to be paid on your Initial Transaction Balance. After your Initial Transaction Balance reaches zero, you may elect to have us start reporting information on your Account to credit reporting agencies. After you make that election, your entire Account history, including the history on your Initial Transaction Balance with us, will be included in the information that is reported.

**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 Bankcard Services, P.O. Box 4499, Beaverton, OR 97076.

**Default and Collection**

Unless prohibited by applicable law, your Account is considered to be in default if (1) you fail to make the required Minimum Payment on or before the Payment Due Date, including if your payment is returned or cannot be processed and you do not correct that failure within 31 days, (2) you try to exceed or do exceed your Credit Line without permission and do not bring your Account back under your Credit Line within 31 days, (3) you become subject to 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, or (7) you fail to comply with any portion of this Agreement. Our accepting a late or partial payment does not waive default. Default on this Account will constitute default on all accounts you hold with us.

Subject to any notice of default and right to cure or other restrictions of applicable law, if you are in default, we may declare the entire balance due immediately. You agree to pay our reasonable costs and attorneys' fees and expenses related to the collection of your Account, and retrieving your Card, to the extent permitted by applicable laws. However, we will never sue or file for arbitration, or threaten to sue or file for arbitration, to collect the Initial Transaction Balance. This is also binding on any successor or transferee of your Account.

**Change of Terms**

**Subject to the limitations of applicable law, we may, at any time, change or remove any of the terms and conditions of, or add new terms or conditions to, this Agreement (including without limitation to the Addendum to Cardholder Agreement). If required by applicable law, we will mail written notice of such a change to you in the manner required by such law. As of the effective date, the changed or new terms will apply to new Purchases and Cash Advances and also to the outstanding balance of your Account (including your Initial Transaction Balance), subject to the limitations of applicable law.**

**Delay in Enforcement**

We can delay enforcing our rights under this Agreement without losing them.

**OTHER PROVISIONS****Card Activation**

If you are issued a Card and do not activate it within four months from the date of issuance, we reserve the right to terminate the ability to activate the Card and decline to issue you another Card.

**Ownership and Use of Your Card**

As the Account Cardholder(s), you are liable for all credit obtained under your Account. If you authorize another person to use your Card, you are liable for any credit obtained on your Account for as long as that person holds the Card. In addition, you will remain liable until you recover possession of the Card. Misuse of your Card by an authorized person will not be considered unauthorized use. See "Lost Cards and Unauthorized Use" above. Upon demand, you must immediately return any Card we supply to you or destroy the Card by cutting it in half.

**Transactions**

You will retain for statement verification your copy of each Purchase slip, Cash Advance or other transaction to your Account.

**Transfer and Termination of Your Account**

You may not transfer your Account to any other person. We may assign your Account or amounts owing under your Account to any other person at any time and the assignee will take our place under the Agreement with respect to all agreements and interests transferred. You must pay the assignee and otherwise perform your obligations under the assigned agreements and interests. Either you or we may terminate or suspend your credit privileges at any time, with or without cause and with or without advance notice. However, you will remain liable for all charges until they are paid in full. You agree to return any Cards we have given to you as soon as our cancellation becomes effective. You may cancel your Account at any time by writing to us at Bankcard Services, P.O. Box 4477, Beaverton, OR 97076. Your cancellation will not become effective until you have returned to us all of the Cards we have given you. If you have a joint Account and want to remove one of the names from the Account, we must receive a written request signed by both of the cardholders on the Account. All Cards must be returned upon request in such event. No party is released from the obligation for the balance owing on a joint Account, unless we agree to the arrangements in writing. You may have to re-apply for a new Card for an individual Account when you request a change from a joint Account to an individual Account.

**Additional Benefits and Services**

From time to time, we may offer you benefits and services with your Account. These benefits and services may be provided by us or third parties. Unless expressly made a part of this Agreement, and except as provided in the Arbitration of Disputes section below, any such benefits and services are not a part of this Agreement, and are subject only to the terms and conditions outlined in the benefits or services brochure and other official documents provided to you with respect to the benefits and services. We may adjust, add, or delete benefits or services at any time in accordance with the brochures or documents you receive. Except as required by applicable law, we are not liable for benefits or services provided by third parties or the actions or omissions of those third parties.

**Foreign Currency Conversion**

Payment must be made in U.S. Dollars for charges you incur in any other currency. If you effect a transaction with your Card in a currency other than U.S. Dollars, MasterCard International Incorporated ("MasterCard") will convert the charge into a U.S. Dollar amount. MasterCard will act in accordance with its operating regulations or conversion procedures in effect at the time that the transaction is processed. Currently the currency conversion rate used by MasterCard to determine the transaction amount in U.S. Dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by MasterCard for the processing cycle in which the transaction is processed. The currency conversion rate used by MasterCard on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. We will also assess a Foreign Currency Conversion Fee **INTEREST CHARGE** as described in **HOW INTEREST CHARGES ARE DETERMINED** above.

**Honoring Your Card**

We are not liable for the failure or refusal of a merchant, ATM or other institution to honor your Card. Although you may have credit available, we will not be liable for the failure to authorize credit due to operational difficulties or mistakes. Transactions made above a certain dollar amount may require authorization by us before the transaction can be approved. In addition, we may limit the number and amount of daily transactions approved for security reasons.

**Change of Address, Employment and 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 promptly advise us if you change your mailing address, place of employment, or telephone number.

**Severability**

In the event that any provision of this Agreement is determined to be invalid or unenforceable for any reason, the remaining provisions will remain in effect.

**Entire Agreement; Interpretation**

This Agreement (including the Addendum to Cardholder Agreement and other documents incorporated herein by reference as discussed above) 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 scope or intent of any portion of the Agreement.

**Governing Law**

**This Agreement and your Account, and all aspects of the relationship between you and us, are governed by and construed in accordance with federal law and, to the extent that state law applies, the laws of the State of Missouri.**

**Warning Regarding Statute of Limitations on Initial Transaction Balance**

**You are entering into a new agreement to repay the amount of your charged-off original debt account(s) that is resolved by the initial charge to your Account and results in the Initial Transaction Balance. BE AWARE THAT THE INITIAL TRANSACTION BALANCE WILL BE SUBJECT TO A NEW TIME PERIOD (STATUTE OF LIMITATIONS PERIOD) FOR A LAWSUIT OR ARBITRATION TO BE INITIATED AGAINST YOU TO COLLECT THE AMOUNT OF YOUR INITIAL TRANSACTION BALANCE. THIS NEW STATUTE OF LIMITATIONS PERIOD WILL BE LONGER THAN THE PERIOD THAT APPLIES TO YOUR CHARGED-OFF ORIGINAL DEBT ACCOUNT(S), WHICH, DEPENDING ON APPLICABLE STATE LAW, MAY NO LONGER BE SUBJECT TO COLLECTION THROUGH A LAWSUIT OR ARBITRATION. WE AGREE THAT WE WILL NEVER SUE OR FILE FOR ARBITRATION, OR THREATEN TO SUE OR FILE FOR ARBITRATION, TO COLLECT ANY AMOUNT OF THE INITIAL TRANSACTION BALANCE ON YOUR ACCOUNT.**

**Arbitration of Disputes**

**Except as expressly provided below, any controversy that arises out of or is related to (a) this Agreement (including without limitation, any dispute over the validity of this Agreement to arbitrate disputes or of this entire Agreement), or (b) your Account, or (c) any relationship resulting from this Agreement, or (d) any insurance or other service related to your Account, or (e) any other agreement related to your Account (including prior agreements) or any such service, or (f) breach of this Agreement or any other such agreement, whether based on statute, contract, tort or any other legal theory, in which the aggregate amount in controversy for all claimants exceeds \$15,000 including interest and attorneys' fees (any "Claim") will be settled on an individual basis by binding arbitration under the Federal Arbitration Act ("FAA"). We agree that we will not sue or file for arbitration, or threaten to sue or file for arbitration, to collect the Initial Transaction Balance. This is also binding on any successor or transferee of your Account.**

Judgment on the arbitration award may be entered in any court having jurisdiction. Any dispute regarding whether a particular controversy is subject to arbitration will be decided by the arbitrator(s). If any part of the damages or other relief requested is not expressly stated as a dollar amount, the controversy will be a Claim that is subject to arbitration. You and we acknowledge and agree that the transactions contemplated by this Agreement, and any controversy that may arise under or relate to this Agreement, your Account, or the services or other agreements described above, involve "commerce" as that term is defined and used in the FAA.

The arbitration will be administered by the American Arbitration Association (the "AAA") under its rules in effect at the time an arbitration is commenced that are applicable to the resolution of consumer disputes (the "Arbitration Rules"). We will tell you how to contact the AAA and how to get a copy of the Arbitration Rules without cost if you ask us in writing to do so. The Arbitration Rules permit you to request deferral or reduction of the administrative fees of arbitration if paying them would cause you a hardship. In addition, if you ask us in writing, we will consider your request to pay any or all of your costs of arbitration.

Each arbitrator shall be a licensed attorney who has been engaged in the private practice of law continuously during the ten years immediately preceding the arbitration or a retired judge of a court of general or appellate jurisdiction. The arbitration award shall award only such relief as a court of competent jurisdiction could properly award under applicable law, including attorneys' fees if allowed by applicable law or agreement, and may award to the prevailing party all pre- and post-award expenses of arbitration. All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding will apply in the arbitration. The filing of a demand for arbitration in accordance with the Arbitration Rules will be deemed the commencement of an action for purposes of any applicable statute of limitations. There will be no class Claims—Claims by or on behalf of other persons will not be considered in or consolidated with the arbitration proceedings between you and us, and the arbitrator will have no power to consider any such Claims by or on behalf of other persons.

This Agreement does not limit the right of you or us whether before, during or after the pendency of any arbitration proceeding, to exercise self-help remedies such as set-off or repossession and sale of collateral, or to obtain provisional or ancillary remedies or injunctive or other traditionally equitable relief (other than a stay of arbitration) necessary to protect the rights or property of the party seeking relief pending the arbitrator's determination of the merits of the Claim. The taking of any of the actions described in the preceding sentence by either party or the filing of a court action by a party shall not be deemed to be a waiver of the right to demand arbitration of any Claim asserted as a counterclaim or the like in response to any such action. This Agreement to arbitrate disputes will survive the closing of your Account and the termination of your Agreement with us.

If any provision of this Section regarding arbitration of disputes shall be deemed to be unenforceable, the remainder of this Section shall be given full force and effect. However, if the provision precluding class Claims in arbitration is deemed unenforceable, then this entire Arbitration Agreement shall be void and of no force and effect.

**Please read this arbitration agreement carefully. It limits or waives certain of your rights. With respect to Claims that you are agreeing to arbitrate pursuant to this Agreement, you are waiving your right to bring a court action and to have a jury trial. There will be no class Claims in arbitration. Discovery may be more limited in arbitration than in a court proceeding, and the right and grounds to appeal from an arbitrator's award are more limited than in an appeal from a court judgment. Certain other rights you have in a court proceeding also may not be available in arbitration.**

**YOUR BILLING RIGHTS – KEEP THIS NOTICE FOR FUTURE USE**

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

**What To Do If You Think You Find A Mistake On Your Statement**

If you think there is an error on your statement, please write to us at:

Bankcard Services  
P.O. Box 4499, Beaverton, OR 97076-4499.

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 three (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 line.

**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 then 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 Bankcard Services, P.O. Box 4499, Beaverton, OR 97076-4499.

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.

The card issuer:

**Mid America Bank & Trust Company  
216 West 2<sup>nd</sup> Street  
Dixon, MO 65459**