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Building a successful financial plan takes the right resources. That's why we work hard to provide you with quality financial services and products. Like our convenient, flexible Visa® & Visa® Gold Credit Cards. It's accepted at thousands of locations worldwide for just about any type of purchase you can dream up. Our card comes with the personal, friendly service you've come to expect from us. So, whatever your plans, choose the credit card that gives you all the value and buying power you need to get your projects off the drawing board.

***Apply for yours today!***

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**When you use the...**

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**Visa® or Visa® Gold Credit Card for the purchase of goods or services, the following benefits are yours at no additional cost.**

***TRAVEL ACCIDENT INSURANCE***

You, your spouse and dependent children up to age 19 (age 25 if a full-time student at any institute of higher learning) are automatically covered with common carrier travel accident insurance every time you travel by air, bus, train, ship, taxi, or any other common carrier anywhere in the world when you charge your entire fare to our card. This coverage is provided to you at NO EXTRA COST. Not FDIC Insured, Not Insured by any Federal Government Agency, Not a Deposit, Not Guaranteed by the Bank, May go down in value.

**With Visa®**

***BASIC ADVANTAGE***

- Travel Reservation Service
- Bonus Travel Dividends
- Eyewear Discounts
- Quarterly Newsletter
- Auto Rental Discounts
- Pharmacy Discounts

These additional benefits are available upon registration:

- Key Registration Service
- Payment Card Registration

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**With Visa® Gold**

***COMPLETE ADVANTAGE***

- Travel Reservation Service
- Bonus Travel Dividends
- Concierge Services
- Automobile Rental Insurance
- Personal Shopper
- Eyewear Discounts
- Pharmacy Discounts
- Medical Assistance
- Quarterly Newsletter
- Auto Rental Discount
- Luggage Insurance
- Hotel-Motel Theft Insurance

These additional benefits are available upon registration:

- Key Registration Service
- Payment Card Registration
- Lost Luggage Locator Tag

Not FDIC Insured, Not Insured by any Federal Government Agency, Not a Deposit, Not Guaranteed by the Bank, May go down in value.

07/12 #AA01

| Interest Rates and Interest Charges | Visa® | Visa® Gold |
|---|---|---|
| Annual Percentage Rate (APR) for Purchases | 15.99% Fixed | 10.99% Fixed |
| APR for Balance Transfers | 15.99% Fixed | 10.99% Fixed |
| APR for Cash Advances | 15.99% Fixed | 10.99% Fixed |
| Penalty APR and When it Applies | None | |
| Paying Interest | Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and/or balance transfers on the transaction date. | |
| Minimum Interest Charge | None | |
| 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 web site of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore. | |

| Fees | Visa® | Visa® Gold |
|---|---|---|
| Annual Fee | None | None |
| Transaction Fees | | |
| • Balance Transfer | 2.0% of the amount transferred. | |
| • Cash Advances | 2.0% of the amount advanced ($2.00 minimum) | |
| • Foreign Transaction | 1.0% of each multi-currency transaction in U. S. Dollars or 0.80% of each single-currency transaction in U.S. Dollars | |
| Penalty Fees | | |
| • Late Payment | Up to $25.00 | |
| • Over-the-Credit-Limit | None | |
| • Returned Payment | None | |
| Other Fees | | |
| • Telephone Payment Fee | $10.00 per occurrence if processed with a live representative. No charge if processed through the automated system. | |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)". An explanation of this method is provided in your credit card agreement.
**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your credit card agreement.

# CREDIT APPLICATION

Credit Limit Requested $ _____

**Check Account Choice:**
(Signature required for joint applicant)

❑ Individual Account
❑ Joint Account
(see co-applicant and signatures section)
❑ Credit Line Increase

Check Card Choice ❑ Visa® Classic ❑ Visa® Gold If applicant does not qualify for a Visa® Gold, a Visa® Classic may be substituted

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, Federal laws require all financial institutions to obtain, verify and record information that identifies each person who opens an Account. What this means to you: When you open an Account, we will ask for your name, 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.

**APPLICANT**
Note: All applicable sections should be filled out completely to avoid delay in processing your application.

| Last Name | First | Middle | Social Security Number |
|---|---|---|---|
| Date of Birth / No. of Dependents | Home Phone ( ) / Cell Phone ( ) | Own ❑ Rent ❑ Other ❑ | Monthly Payment $ |
| Current Address | City | State / Zip Code | How Long (yrs) |
| Mailing Address (if different from above) | City | State / Zip Code | How Long (yrs) |
| Previous Address (if less than 2 years at present address) | City | State / Zip Code | How Long (yrs) |
| Employer | Self Employed ❑ Yes ❑ No | Work Phone ( ) | How Long (yrs) |
| Address | | Position/Occupation | Monthly Gross Income $ |
| Name and Address of Previous Employer (if less than 2 years at present employer) | | | How Long (yrs) |
| Source of Additional Income: Income from alimony, child support or separate maintenance need not be revealed if it is not considered in determining creditworthiness | | | Amount per Month $ |
| Nearest Relative (Not Living With You) | | Home Phone ( ) | Relationship |

**CO-APPLICANT**
Intended for joint applicant. No information is to be required for an individual account.

| Last Name | First | Middle | Social Security Number |
|---|---|---|---|
| Date of Birth / No. of Dependents | Home Phone ( ) / Cell Phone ( ) | Own ❑ Rent ❑ Other ❑ | Monthly Payment $ |
| Current Address | City | State / Zip Code | How Long (yrs) |
| Previous Address (if less than 2 years at present address) | City | State / Zip Code | How Long (yrs) |
| Employer | Self Employed ❑ Yes ❑ No | Work Phone ( ) | How Long (yrs) |
| Address | | Position/Occupation | Monthly Gross Income $ |

**CREDIT INFO**
Attach Additional Sheets if Necessary

| Name and Address of Creditor | Name under Which Account is Carried | Account Number | Balance | Monthly Payment |
|---|---|---|---|---|
| 1. Home Mortgage/Rent | | | | |
| 2. Bank Name & Branch Location | | | | N/A |

**SIGNATURES**

**PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING:** This statement is submitted to obtain credit and I/we certify that all information herein is true and complete. I/We agree that inquiries may be made to verify information and that credit references or verification may be given based on inquiries from other parties. This offer is subject to the credit policies of this institution. I/We agree to be bound by the terms and conditions of the cardholder agreement, a copy of which will be mailed to the applicant if this application is granted, receipt of such agreement and acceptance of such terms to be conclusively presumed by the applicant's use. If you intend to apply for joint credit, the undersigned shall be jointly and severally liable for any and all credit extended from time to time. We may report information about your account to the credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

X _____ Applicant Signature _____ Date X _____ Co-Applicant Signature _____ Date

**TRANSFER OF BAL REQUEST**

Upon approval, I wish to transfer my present balance on the credit card account(s) listed below to my new credit card account.

❑ Credit Card Account Number _____ Amount to be transferred $ _____

Signature _____ Please provide a copy of your most recent statement to be transferred

**FOR INTERNAL USE ONLY**

| Visa Account No. | | |
|---|---|---|
| Date Approved | Credit Line | Approved By |

*Pinnacle Bank, Lincoln, NE 68507-0904* *FOLD AND SECURE WITH TAPE FOR MAILING* *Application ©2009 FIS® 03/13*
*AGENT ID # 000000* ***All contents are accurate at the time of printing, for changes that may have been made after printing please call (800) 261-8852.***

## YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE.

This notice tells you about your rights and 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 the address shown on your monthly billing statement.

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 (or electronically). 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 after 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 in 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 (or electronically) at the address shown on your monthly billing statement.

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.



# PINNACLE BANK/BANK OF COLORADO
## CREDIT CARD AGREEMENT

This Agreement, along with the Credit Application and Credit Account Disclosures comprises the Credit Agreement between you and Pinnacle Bank/Bank of Colorado. It applies to you and to all eligible users of your card(s). It is effective on the date your card is activated and terminates on the date of expiration shown on your card. Your signature on the credit card application means that you have read and agree to the terms of this Agreement. You acknowledge receipt of a copy of this Agreement.

### A. WORDS OFTEN USED IN THIS AGREEMENT

In this Agreement, "We," "Us," and "Our" mean Pinnacle Bank/Bank of Colorado. "You" and "Your" mean each person who signs an application for, or otherwise requests, a credit card account with us. "Account" means your credit card account with us. "Card" means each credit card we issue to you for your Account.

### B. AGREEMENT

You agree to the terms of this Agreement. When you use your Account or let someone else use it, you promise to pay the total amount of the transaction as well as any interest or fees that may be due. All amounts owed must be paid in United States dollars. You promise to do everything this Agreement requires of you. You will be legally bound by this Agreement if you sign an application to obtain credit from us, or if you sign a sales draft, or if you use or permit someone else to use the card. If the Account is a joint Account, you and the joint Account holder each will be bound by this Agreement and each of you will be jointly and individually responsible for repaying all amounts due under this Agreement. Any authorized user of your Account will, by such use of the Account, be bound by the terms of this Agreement.

You understand and agree that we will be unable to determine whether any particular transaction on your Account has been conducted by you, your joint Account holder or the authorized user or if the transaction by the authorized user was indeed authorized by you or made for your benefit. If you fail to comply with any of the terms of this Agreement, we may declare all amounts you owe to be immediately due and payable, prohibit further transactions on your Account, cancel the card(s) and revoke any privileges associated with your Account.

## C. HOW YOUR CARD MAY BE USED

Your card may be used at any place where Visa® and MasterCard® credit cards are accepted. For your own protection, please sign the card before using it. Your signature on the card is not a prerequisite to your obligation to pay amounts incurred on your Account. If a card is lost or stolen, you must tell us at once. You must also tell us at once if you think someone used a card without your permission. You may either write us a letter or call us at the address and phone number shown on your Statement. Until you do, you may have to pay (up to $50.00) for purchases made by anyone who used the card without your permission.

## D. CREDIT LIMIT

Your Credit Limit is the total maximum amount we allow you to owe us at any time. You may not exceed any credit limit that we set for your Account. If you do use the Account for more than your Credit Limit, we can still charge you for all purchases, Interest Charges and other charges without giving up any of our rights under this Agreement. We may change your Credit Limit at any time.

## E. PAYMENTS

You may pay all of your Account balance at any time without penalty. You must pay us at least the Minimum Payment Due for each Billing Period by the Payment Due Date shown on your monthly billing Statement. The Payment Due Date is the date the Minimum Payment Due is due to us.

## F. INTEREST

At the end of each day we will add new charges to your balance and subtract payments we receive, and other credits that may apply. Your Annual Percentage Rate (APR) is shown on the Credit Card Application. The APR is divided by 365 and rounded to the next highest hundred thousandth of a percentage point to determine your Daily Periodic Rate. The daily periodic rate is used to determine the amount of periodic interest rate charges.

## G. DISCLOSURE OF VARIABLE RATES

Variable APRs are calculated by adding 16.00% to the U.S. prime rate published in The Wall Street Journal on the first day of the prior month ("Prime Rate"). The Annual Percentage Rate (APR) may vary April 1 or October 1 of each year. An increase in the Prime Rate will increase your applicable Daily Periodic Rates, which may increase the Interest Charge due on your Account and may increase the Minimum Payment Due. Each time the APR changes; we will apply it to any applicable balances.

## H. BALANCE COMPUTATION METHOD

The interest charges for the billing cycle are computed by applying the monthly periodic rate to the "average daily balance" of purchases (including cash advances and/or balance transfers).

To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances/ balance transfers, and subtract any payments, credits, non-accruing fees, and unpaid interest charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

## I. GOVERNING LAW

This Agreement is governed by laws of the state in which our main office is located, and applicable federal law. This is the law we are speaking of when we refer to a term permitted or required by applicable law.

## J. FEES

Fees that you may be charged for services provided are set forth in the Credit Disclosures section of the Credit Application. By executing the Application you agree to pay them.

## K. DISPUTE RESOLUTION

We can delay enforcing our rights under this Agreement without losing them. If any provision of this Agreement is in conflict with applicable law, that provision will be considered to be modified to conform with applicable law. All disputes concerning this Agreement and use of cards issued pursuant to it will be resolved pursuant to federal and state law. We will promptly notify you once our investigation has been completed.

## L. UNLAWFUL TRANSACTIONS

You agree that you will not use your Account for any transaction that is unlawful. In addition, we reserve the right to deny transactions or authorizations from merchants we determine are apparently engaging in the Internet gambling business or identifying themselves through the Card Transaction records or otherwise as engaged in such business.

## M. CHANGE IN TERMS OF YOUR ACCOUNT

We can change or add to any terms of your Account at any time. We do not guarantee that the fees and the Annual Percentage Rates (APRs) on your Account are for any particular length of time. Future changes will be made in accordance with this Agreement and applicable law. We will provide you with such notice as is required by applicable law. You may cancel your card without penalty if you do not accept such changes, and you may pay off the existing balance under the account terms in place at time of cancellation.

## N. CHANGE OF NAME, ADDRESS OR TELEPHONE NUMBER(S)

You are responsible for promptly notifying us of a change in your name, address (including any e-mail address at which you agree to be contacted), or telephone number(s) including any wireless telephone number(s).