

## **MB Financial Bank, N.A. Consumer Credit Card Agreement**

This MB Financial Bank, N.A. Consumer Credit Card Agreement describes the terms and conditions that apply to your consumer credit card account with MB Financial Bank, N.A. (the “Account”).

### ***Basic Definitions***

The words “we,” “us,” “our,” and “MB Financial Bank” mean MB Financial Bank, N.A., and its agents, authorized representatives, successors, and assignees. The words “you” and “your” mean each person (as an individual) and all persons (as a group) who apply for the Account, who are responsible for repaying the Account, or on whose behalf we issue a Card. An “Authorized User” means a person that you authorize or allow to use, access, or service a Card or the Account, but who is not directly responsible for repaying the Account. The term “Card” means any card we issue associated with your Account, including renewal and substitute cards. The term “Card” also means any other access device that allows you or an Authorized User to obtain Account credit from us, including your Account number. Other capitalized terms that are not defined here are generally defined the first time we use those terms.

### ***Overview of Account Agreement***

Our Account agreement with you (the “Agreement”) is contained in and governed by:

- (1) this document, called the Consumer Credit Card Agreement;
- (2) all Account disclosures and terms provided to you before or when the Account is opened, including the terms you accepted when applying for the Account, disclosures in our Credit Card Account Opening Disclosures (the “Account Opening Disclosures”), and any terms we provided in written materials accompanying your Card;
- (3) all other documents, disclosures and terms that relate specifically to your Account, including:
  - all rewards disclosures, if your Account has rewards;
  - the Card benefits brochure that describes benefits provided by any payment card network displayed on your Card (each, a “Payment Card Network”);
  - the Security Agreement, if you have a secured Card;
  - the privacy notices we provide to you;
  - the terms shown on periodic billing statements for your Account (each, a “Statement”); and
- (4) any future changes we make to any of the above items, as permitted or required by applicable law.

You agree that this Agreement becomes effective the first time you or an Authorized User uses any Card or the Account. You also agree that we may keep and use an image or copy of the Agreement to enforce its terms against you. When the Agreement states we “may” take an action, it means we are authorized to take that action in our sole discretion, subject only to any limitations or requirements established by law and the express terms of the Agreement. Please read these materials carefully and keep them for future reference. We may make new offers to you in the future or forward offers from others that may interest you. If these offers have new or different terms, those terms will be provided with the offer. If you accept the offer, the previously disclosed terms in the Agreement will still apply, except as modified by the offer.

### ***Account Information We Need***

We need complete, current and valid information about you to manage your Account, including: your legal name; your address(es); your telephone number(s); your date(s) of birth; your employment and income information; and your Social Security number(s) or other government identification number(s). If we agree to issue additional Cards and add Authorized Users to your Account, we will need the same information about the Authorized User to manage your Account. You must tell us when this information changes. You may update your address as described on your most recent Statement, through the website we maintain for your Account, or by calling us at the telephone number shown on your most recent Statement or the back of your Card. We may require that you provide additional documents that are acceptable to us so that we can verify this information and any changes. We may restrict or close your Account, if we are unable to verify your information or you do not provide the additional information we request.

### ***Balance Categories of Your Account***

“Balance Categories” are the different Account segments we may establish with unique pricing, grace periods or other terms. The Balance Categories of your Account include Purchases, Cash Advances, Balance

Transfers, and Special Offers. We reserve the right to decide which Balance Category applies for each Account transaction and our decision will be final.

A “Purchase” means the property, rights, goods and services we allow you to purchase, rent, or otherwise obtain directly from merchants and vendors by using your Card.

A “Cash Advance” means a loan you obtain from us in cash, or something we consider to be a cash equivalent, by using the Card or Account. For example, we consider wire transfers, travelers’ checks, money orders, foreign currency, lottery tickets, gaming chips, and wagers to be cash equivalents.

A “Balance Transfer” means a balance we allow you to transfer to the Account from an account that you owe to another financial institution, by using any written, electronic, or telephonic device or method we approve for this purpose.

A “Special Offer” means transactions and balances that post to your Account, subject to unique pricing, grace periods, or other terms we disclose from time to time for promotional and other reasons. Our Special Offer disclosures will explain when any unpaid Special Offer balances may be transferred to and combined with a different Balance Category after any temporary rate period ends.

### ***Your Promises To Us***

You promise to do everything the Agreement requires of you, as long as your Account has a balance or remains open. Each of you and all of you promise, individually and together, to pay us all amounts due on your Account, now and in the future. This includes amounts where you did not sign a purchase slip or other documents for the transaction. If you use your Card number without presenting your actual Card (such as for mail, telephone or Internet purchases), these transactions will be treated as if you used the Card in person. The amounts due on your Account include all transactions in each Balance Category made by any of you and any Authorized User, plus all Fees and all Interest Charges, as described in this Agreement. Your “Interest Charges” are the charges we add to your Account based on the Annual Percentage Rates we apply to your Account balances. Your “Fees” are the charges we add to your Account that are not based on the Annual Percentage Rates. If you allow someone else to use your Card, you are responsible for all transactions made by that person and all associated Fees and Interest Charges. If you die, your promise to pay us will apply to your estate, as permitted by law.

### ***Using Your Account and Card***

You and your Authorized Users may use your Card and the Account for making Purchases and for obtaining Cash Advances, Balance Transfers, and Special Offers, as permitted by this Agreement and applicable law.

You agree to sign the Card immediately after you receive it. The Card is valid during the dates shown on the front. The Card is our property and you agree to return it to us or destroy it, if we ask. You agree to take reasonable steps to prevent the unauthorized use of your Card and Account.

We are not responsible to you if someone refuses to accept your Card for any reason. We may reject any transaction for any reason. We may limit the combined dollar amount or the total number of certain Account transactions, such as Cash Advances, allowed during a single day or other time periods. We may restrict or delay the availability of Account credit, to protect you and us against potential fraud, unauthorized transactions, Account misconduct or misuse, or for other risk management reasons. We will not be liable to you if this happens. Except as otherwise required by applicable law or regulation, we will not be responsible for merchandise or services purchased or leased through use of any Card or the Account.

You agree not to use, try to use, or permit use of the Card or Account for any Internet gambling transactions or any other transactions that are illegal or not permitted by us. Even if you do, you must still pay us for these transactions and they remain subject to all other terms of our Agreement. You must reimburse the Payment Card Network and us for all damages and expenses associated with these transactions.

From time to time, Account services may be unavailable to you and your Authorized Users, due to circumstances beyond our control, such as system failures, fires, floods, natural disasters or other unpredictable events. When this happens, you may be unable to use your Card or obtain Account information. We will not be responsible or liable to you if this happens.

### ***Using a PIN***

We may give you a personal identification number (“PIN”). For security reasons, you may have to provide the PIN before you are able to complete some transactions using the Card. With a PIN, you may use your Card to obtain cash from certain automated teller machines (“ATM”) or make Purchases at certain merchant point-of-sale devices (“POS”). You may do these things if the ATM or POS requires entry of a PIN and displays the logo of the Payment Card Network on your Card. We will treat all ATM transactions as Cash Advances and all POS transactions as Purchases. Keep your PIN secure and do not write it down, give it to anyone, or keep it with your Card. If you lose your Card or believe someone has gained unauthorized access to your PIN, you must contact us immediately.

### ***Authorized Users***

We may limit an Authorized User’s ability to initiate certain transactions. If we do, we will tell you about these limitations before we add any new Authorized User on your Account. Once we add an Authorized User to your Account, you agree we may discuss your Account with them and provide them with Account information. You are responsible for the Authorized User’s use of the Card and your Account, as well as anyone else that you or they allow to use your Card or Account. This will be true, even if you did not want, or agree to, the use. If you want to remove an Authorized User from the Account, you must contact us as provided on your most recent Statement and request their removal. We will have a reasonable amount of time after your request to research your Account information and remove an Authorized User. You must immediately destroy all Cards in the Authorized User’s possession and cancel all of their billing arrangements to the Account. We will not do this for you. During this time, you are still responsible for all amounts they charge to the Account. You will be responsible, even if these amounts do not appear on the Account until later. An Authorized User may remove themselves from the Account at any time, upon request. We may close your existing Account, or issue a new Card with a new Account number, after you remove an Authorized User.

### ***Statements and Billing Cycles***

The documents or information we provide after each Billing Cycle through your Statement will disclose important information about your Account, including your Account transactions, payments, Fees, Interest Charges, unpaid balances in each Balance Category, and payment requirements. The intervals of time between your regular Statements (each, a “Billing Cycle”) are generally equal (approximately 30 days), but may vary slightly in length. Your first Billing Cycle may be more or less than 30 days. You must pay any Minimum Interest Charge and any Fees due after your first Billing Cycle, even if it is for a period less than 30 days. Your Statements disclose the specific length of each Billing Cycle. Your Account will continue to have Billing Cycles, even if a Statement is not required after any Billing Cycle.

We will send a single Statement to you for all Cards on your Account, except when we are not required or permitted by law to send a Statement. We will send a Statement at the end of each Billing Cycle when your Account has a debit or credit balance of more than \$0.01, if we have charged any Interest Charges to your Account, or as otherwise required by law.

### ***Disputed Transactions***

You must promptly inspect each Statement you receive and tell us about any errors or questions you have, as described in the “Billing Rights” section of your Statement and this Agreement. If you do not notify us as provided in these disclosures, we may assume that all information in the Statement is correct. If you dispute a transaction made by you or someone else on your Account, and we later credit your Account for all or part of the disputed amount, you agree to:

- (1) Give us all of your rights against that other person;
- (2) Give us any merchandise or other purchases you received in connection with the disputed amount, if we ask;
- (3) Not pursue any claim or reimbursement from the merchant and other person; and
- (4) Help us pursue and obtain reimbursement from the merchant and that other person, by promptly returning documents with any signatures we may request and otherwise providing us with reasonable cooperation.

### ***No Warranties***

Except as otherwise provided in the “Billing Rights” section of your Statements and this Agreement, we are not responsible for any claim you might have regarding the Purchases of goods or services made with your Card from any merchant or vendor.

### ***Lost or Stolen Cards; Unauthorized Use; Replacement Cards***

You must take reasonable steps to prevent the unauthorized use of your Card and Account. If you notice the loss or theft of your Card, or a possible unauthorized use of your Card, you should write to us immediately at the address provided on your Statement or call us at the telephone number provided on your Statement. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50 (or any lesser amount required by law or as provided under the express terms of a benefit provided by a Payment Card Network). If we reimburse your Account for unauthorized charges made using your Card, you agree to help us investigate, pursue and obtain reimbursement from the wrongdoer. Your help includes giving us documents that we ask for and that are acceptable to us. Unless canceled, a Card will be valid until the expiration date which is printed on the Card. We may replace a Card at any time and we may continue to issue renewal or replacement Cards until you notify us to cancel the Account.

### ***Credit Limits***

We will disclose information about your Account credit limits when we open it. Your Statements will also disclose information about your Account credit limits. We may assign different credit limits for the different Balance Categories of your Account. For example, your credit limit for Cash Advances, Balance Transfers, or Special Offers may be lower than your credit limit for Purchases or the overall credit limit of your Account. We may raise, lower, restrict, or cancel your credit limit on any Balance Category or the Account at any time and for any reason, subject to any notices that are required by law. This will not affect your obligation to pay us. You are responsible for keeping track of your Account balances and available credit. You agree not to allow your Account to go over any credit limit. We may honor transactions above your credit limits, but, if we do, this will not increase your credit limit and you must pay us the full amount of these transactions.

### ***Balance Transfers***

We may allow you to transfer balances to the Account that you owe to other creditors or financial institutions, up to the amount of your credit limit we make available for Balance Transfers. You may not ask us to process a Balance Transfer for any amount you already owe to us or any of our related companies, unless we give you our express permission to do so.

All Balance Transfers are subject to our approval. We will not process a Balance Transfer request we consider incomplete or illegible. You may use only the devices and methods we have approved for Balance Transfers. If we do not approve the full amount of any Balance Transfer you request, we may process part of the amount you request as a Balance Transfer or decline the entire request. We are not liable to you if we do not process part or all of any Balance Transfer you request. We may make Balance Transfers in any order we choose.

You agree not to request a Balance Transfer for any amount that is or may be the subject of a dispute between you and any other creditor or financial institution. If you do, you understand this may prevent you from exercising your dispute rights against other creditors and financial institutions. We are not liable to you for disputes you may have with other creditors and financial institutions. If you request a Balance Transfer, you agree to monitor your other accounts and continue making the minimum payments due on these accounts until your other creditor or financial institution provides an account statement that shows the balance of your other account has been paid in full. This may not happen until after the Balance Transfer appears on a Statement from us. You are liable for any late payments, finance charges or disputed amounts on your other accounts. If you want your other accounts closed following a balance transfer, you are responsible for instructing your other creditor or financial institution to do so.

### ***Interest Charges***

We will charge Interest Charges to your Account as shown in the Agreement, including your Account Opening Disclosures and Statements.

We figure the Interest Charges on your Account by applying a Daily Periodic Rate to an “Average Daily Balance” of each Balance Category in your Account.

To get the “Average Daily Balance,” we take the beginning balance of your Account each day (including any previously billed and unpaid transactions, Interest Charges and Fees), add any new Fees and Account transactions (including Purchases, Cash Advances, Balance Transfers, Special Offers, or debit adjustments), and then subtract any unbilled Interest Charges and any payments or credits. This gives us the “Daily Balance” in each Balance Category. Then, we add up all the Daily Balances in each Balance Category for the Billing Cycle and divide the total by the number of days in the Billing Cycle. This gives us the “Average Daily Balance.” Your Statements disclose the “Average Daily Balance” of each Balance Category as the “Balance Subject To Interest Rate.”

Interest Charges begin to accrue from the earlier of the date of the transaction, the date the transaction is processed and first posts to your Account, or the first day of the Billing Cycle, except as prohibited by law or as otherwise described in the Agreement. Interest Charges accrue on each unpaid amount until it is paid in full. Billed and unpaid Interest Charges are added to the proper Balance Category of your Account.

There is no grace period during which you can avoid Interest Charges on Cash Advances or Balance Transfers. We will not assess Interest Charges during a Billing Cycle for any new Purchases made during that Billing Cycle, if you pay the previous month’s New Balance in full by its payment due date or if your previous month’s New Balance was zero or a credit amount. Each month that you pay your “New Balance” in full by the payment due date, you will have a minimum grace period of 25 days with no Interest Charges on all new Purchases made during a Billing Cycle. If you have been paying your Account in full with no Interest Charges applied to Purchases, and you do not pay the next New Balance of your Account in full, we will assess prorated Interest Charges on the unpaid balance of your Purchases, as permitted or required by law. There is no grace period on any new Purchase transaction when there is an unpaid balance from a previous Statement. A Special Offer transaction is not subject to a grace period, unless the terms we provided with the Special Offer expressly state that these transactions are subject to a grace period.

To determine the “Daily Periodic Rate” that applies to each Balance Category, we divide the corresponding Annual Percentage Rates by the number of days in a year. The resulting Daily Periodic Rate is carried three places past the decimal point and the last digit is rounded. We calculate your total Interest Charges by multiplying the Average Daily Balance of each Balance Category by its Daily Periodic Rate and then multiplying the result by the number of days in the Billing Cycle. This calculation may vary slightly from the Interest Charges we actually charge after a Billing Cycle, due to the effects of rounding or as a result of any Minimum Interest Charge that applies.

Your Account Opening Disclosures disclose the Daily Periodic Rates and the corresponding Annual Percentage Rates that apply to each Balance Category. Your Account Opening Disclosures disclose the Minimum Interest Charges that will be due if any Balance Category of your Account is subject to Interest Charges after a Billing Cycle. Your Account Opening Disclosures also disclose which Annual Percentage Rates and Daily Periodic Rates may vary from Billing Cycle to Billing Cycle, based on changes to a published index rate. These Account Opening Disclosures identify the index rate we use, and the different margins we add to the index rate to determine the variable Annual Percentage Rates. If the Daily Periodic Rates and corresponding Annual Percentage Rates increase with changes to the index rate, then your Interest Charges will increase and your Minimum Payment Due may also increase.

### ***Fees***

You must pay the following Fees we charge to your Account, in the amounts shown on your Account Opening Disclosures, shown in this Agreement, or disclosed to you at the time you ask us to provide particular services to you or on your behalf.

Annual Fee: We may charge you this Fee for making the Account available and issuing Cards to you and your Authorized Users. We will post and treat this Fee as a Purchase transaction.

Late Payment Fee: We may charge you this Fee if we do not receive your payment in time to credit it by the due date shown on your Statement. We will post and treat this Fee as a Purchase transaction.

Returned Payment Fee: We may charge you this Fee each time any payment you make to us is not paid by your financial institution for any reason, even if that institution later pays it. We will post and treat this Fee as a Purchase transaction.

Cash Advance Fee: We may charge you this Fee each time you obtain a Cash Advance. We will post and treat this Fee as a Cash Advance transaction.

Balance Transfer Fee: We may charge you this Fee each time you obtain a Balance Transfer. We will post and treat this Fee as a Balance Transfer transaction.

Copying Fee: We may charge you a Fee of \$10.00 for each copy of a transaction document or a Statement you request, unless they are required to resolve a billing dispute. We will post and treat this Fee as a Purchase transaction.

Fees for Faster Payment Services: We may make services available that allow you to make faster payments through a customer service representative using a telephone, the Internet or other payment system. We will describe the terms for using these services before you use them. You do not have to use these other payment services, and we may charge you a Fee for using them. If we do, we will tell you the amount of the Fee at the time you request the service. We are not responsible if a payment made using our payment services is rejected or not paid. Even if it is, we may still keep the Fee. We will post and treat these Fees as a Purchase transaction.

Foreign Transaction Fee: We may charge you this Fee each time you make a transaction in a foreign currency or make a transaction in a country outside the United States. This Fee will post to the same Balance Category as the transaction (for example, as a Purchase or Cash Advance), and be treated as other transactions that post to this Balance Category.

### ***Transactions Made in Foreign Currencies***

If you make a transaction in a foreign currency, the Payment Card Network will convert it into a U.S. dollar amount. The Payment Card Network will use its currency conversion procedures in effect when it processes the transaction. The conversion rate in effect on the processing date might differ from the rate in effect on the transaction or posting date. We do not currently adjust the currency exchange rate.

### ***Minimum Payments***

Unless an event of default occurs as described in the "Account Default" section below and we require you to make immediate payment of your entire Account balance, the "Minimum Payment Due" after each Billing Cycle is the greater of: (1) all accrued and unpaid Interest Charges, plus all accrued and unpaid Fees, plus all past due amounts, plus any amount by which your Account balance exceeds a credit limit, plus one percent (1%) of the remaining New Balance of your Account; or (2) \$35.00 (or the entire New Balance, if less than \$35.00). Your Statements will provide instructions for making payments, including the amount due and the due date for receiving your payment. Your Statement will also disclose the Minimum Payment Due. To avoid a Late Payment Fee, you must pay us at least this Minimum Payment Due by the due date shown on the Statement.

In addition to the Minimum Payment Due, you may pay all or part of the total balance of your Account at any time. You must still pay at least the Minimum Payment Due after each Billing Cycle, even if you paid more than the Minimum Payment Due in connection with the previous Billing Cycle. We will continue to charge Interest Charges during Billing Cycles when you carry a balance, regardless of whether your Statement includes a Minimum Payment Due.

### ***Making Payments***

Your payments to us must be in U.S. dollars from a U.S. deposit account and must otherwise be acceptable to us. We do not accept cash payments through the mail. You may not make Account payments with funds borrowed from your Account or any other credit account with us or any affiliate within our family of companies. You agree to follow the payment requirements we disclose on Statements from time to time. You must mail payments to us at the address provided on your Statement or as otherwise instructed by us or our agents. We will apply a payment to your Account on the day we receive it, if:

- (1) you send the payment coupon included with your Statement in the same envelope with your payment;

- (2) you include your Account number on your payment; and
- (3) your payment arrives at the address indicated on the payment coupon in our processing center by the time indicated on your Statement.

If your due date occurs on a day on which we do not receive payments, any payment received the next day that conforms to the above requirements will not be treated as late. Please allow at least five (5) days for postal delivery. Unless we or our agents specifically instruct you to remit payment in a different manner, payments received at any other location or in any other form may not be applied for up to five (5) days. This may cause you to be charged Late Payment Fees and additional Interest Charges.

If you give your Account number or other Account information to someone else to make a payment for you, we may provide Account information to them and process their payment as if you made it. We may refuse to accept any payment made by someone else for your Account. If we accept a payment made by someone else for your Account, you will be responsible for the payment made, even if that payment is rejected or not paid.

### ***How We Apply Your Payments***

We apply your payment of a Minimum Payment Due to Balance Categories with lower Annual Percentage Rates before Balance Categories with higher Annual Percentage Rates. We apply any portion of a payment that exceeds your Minimum Payment Due to Balance Categories with higher Annual Percentage Rates before Balance Categories with lower Annual Percentage Rates, except as otherwise required by law.

### ***Payment Processing***

We may accept and process payments without losing any of our rights. Even if we credit your payment to your Account, your available credit limit may not be restored until the later of ten (10) business days after we receive your payment or we confirm that your payment has cleared. We may resubmit and electronically collect returned payments. We may also adjust your Account as necessary to correct errors, to process returned and reversed payments, and to handle similar issues.

An "Item" means a check, draft, money order or other negotiable instrument you use to pay your Account. This includes any image of these instruments. When you provide an Item as payment, you authorize us either to use information from your Item to make a one time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your Item to make an electronic funds transfer, funds may be withdrawn from your deposit account as soon as the same day your payment is received and you will not receive your Item back from your financial institution. You may contact us and ask that we not process your future Items in this way. If we process the payment as a check transaction, you understand and agree that we may convert your Item into an electronic image that can be collected from your depository institution as a substitute check. We will not be responsible if an Item you provide has physical features that, when imaged, result in it not being processed as you intended.

### ***Items with Restrictive Words, Conditions or Instructions***

***All Items that have restrictive words, conditions, limitations or special instructions added (including Items marked with the words "Paid in Full" or similar language), and all accompanying communications, must be mailed to and received at: MB Financial Bank, N.A, Attn: Credit Card Services, P.O. Box 84032, Columbus, GA 31908-4032.*** If you make your payment or send any accompanying communications to any other address, we may accept and process the payment, without losing any of our rights.

### ***Credit Balances***

We may reject and return to you any payment that creates a credit balance on your Account. Any credit balance we allow will not be available until we confirm that your payment has cleared. We may reduce the amount of any credit balance by any new amounts billed to your Account. You may contact us as provided on your Statement and request a refund of any available credit balance. If you contact us in writing, we will refund your credit balance within seven (7) business days from our receipt of your written request. A business day means any day in which our offices are open for the processing of Account payments and credits.

### ***Account Default***

We may consider you in default of your Agreement with us if:

- (1) you do not make any payment when it is due;
- (2) any payment you make is rejected, not paid or cannot be processed;
- (3) you exceed a credit limit;
- (4) a bankruptcy or other insolvency proceeding is filed by or against you;
- (5) you die or are legally declared incompetent or incapacitated;
- (6) we determine that you made a false, incomplete or misleading statement on any of your Account documentation, or you otherwise tried to defraud us;
- (7) you do not comply with any term of this Agreement or any other agreement with us;
- (8) you permanently reside outside the United States; or
- (9) we believe you may be unwilling or unable to pay your debts on time.

For certain actions, including changing the Interest Charges and Fees on your Account, our options appear in the Account Opening Disclosures we provided when opening your Account. We may apply a Penalty APR to all Account balances and any new Account transactions, if you do not pay the full amount of any Minimum Payment Due within sixty (60) days of its payment due date. If your Annual Percentage Rates are increased for this reason, the Penalty APR will apply indefinitely, unless you make six (6) consecutive Minimum Payments Due by their respective due dates, beginning with the first payment due after the Penalty APR takes effect.

Paying the Interest Charges and Fees charged in connection with a default will not, by itself, cure the default. If you are in default, we may take the following actions without notifying you, unless the law says that we must notify you:

- (1) close or suspend your Account;
- (2) lower your credit limits;
- (3) increase your Minimum Payment Due;
- (4) demand that you immediately pay the entire balance owing on your Account (for example, as described in the Minimum Payment section);
- (5) continue to charge you Interest Charges and Fees as long as your balances remain outstanding; and/or
- (6) pursue any other action against you that the law allows, which includes the filing of a lawsuit against you.

You agree to pay us all of our collection expenses, attorneys' fees, and court costs, unless the law does not allow us to collect these amounts.

### ***Communications***

We may contact you from time to time about your Account. We may contact you in any manner we choose, unless the law says that we cannot. For example, we may:

- (1) contact you by mail, telephone, email, fax, recorded message, text message or personal visit;
- (2) contact you using an automated dialing or similar device ("Autodialer");
- (3) contact you at your home and at your place of employment;
- (4) contact you on your mobile telephone;
- (5) contact you at any time, including weekends and holidays;
- (6) contact you with any frequency;
- (7) leave recorded and other messages on your answering machine/service and with others; and
- (8) identify ourselves, your relationship with us, and our purpose for contacting you, even if others might hear or read it.

Our contacts with you about your Account are not unsolicited and may result from information we obtain from you or others. We may monitor or record any conversation or other communication with you. Unless the law prohibits us from doing so, we may modify or suppress caller identification and similar services, and identify ourselves on these services in any manner we choose. When you give us or we obtain your mobile telephone number, we may contact you at this number using an Autodialer and can also leave recorded and other messages. We may do these things, whether we contact you or you contact us. If you ask us to discuss



your Account with someone else, you must provide us with documents and authorization that we ask for and that are acceptable to us.

### ***Credit Reports***

We may provide information about you and the Account to consumer credit reporting agencies. We may also provide information about you and the Account to others as described in our Privacy Notices. Information we provide might appear on credit reports about you and Authorized Users. This could include negative information, if you do not comply with the terms of this Agreement. We may obtain and use credit and income information about you from consumer credit reporting agencies and others as the law allows.

***If you believe we have reported inaccurate information about you to a credit reporting agency, notify us in writing at: MB Financial Bank, N.A., Attn: Credit Card Services, 6111 N. River Road, Rosemont, IL 60018.*** In doing so, identify yourself, your Account, the information you believe is inaccurate, and tell us why you believe the information is incorrect. If you have supporting documents or information, such as a copy of a credit report that includes information you believe is inaccurate, send us the supporting documents and information, too.

### ***Closing or Suspending Your Account***

You may ask us to close your Account by calling or writing us as described on your Statement. If you do, we may provide you with additional details about this process and request certain information from you, including payment information. If you use your Card or charges post to your Account after you ask us to close it, we may keep your Account open or reopen it. We may close or suspend your Account and your right to obtain credit from us. We may do this at any time and for any reason, as permitted by law, even if you are not in default. A suspension of your Account might be permanent or temporary.

If your Account is closed or suspended for any reason, you must stop using your Card. You must also cancel all recurring charges or similar billing arrangements connected with the Account. We will not do this for you. If we close or permanently suspend your Account, you must also destroy all Cards. You must still pay us all amounts you owe on the Account, even if these amounts are charged after your Account is closed or suspended.

### ***Changes to Your Agreement***

You may not change the Agreement, unless one of our authorized officers expressly agrees to do so in a signed writing. We may, at any time, add, delete or change any term of this Agreement, unless the law prohibits us from doing so. We will give you any notice and wait any time period required by law before the changes take effect. If we notify you of changes, we will send you a separate notice or inform you on your Statement. We may send this notice to you electronically, as permitted by law. Our notice will tell you when and how the changes will take effect and describe any rights you have in connection with the changes.

All of the variable Annual Percentage Rates of your Account can go up or down in each Billing Cycle, as the published index for these rates goes up or down. If we increase your Interest Charges for any other reason, we will notify you in writing. If we increase your Fees or change other significant Account terms, we will notify you in writing and inform you of your options, including any right to reject these changes.

We may increase your Interest Charges for new Account transactions and your Fees after the first year of the Account. We may change any other terms of your Account at any time, after giving you any notice and waiting any period of time required by law. Also, if you do not pay the full amount of any Minimum Payment Due within 60 days of its payment due date, we may increase your Interest Charges to a Penalty APR that will apply to all of your Account balances and any new Account transactions we permit. If we increase your Interest Charges for this reason, the Penalty APR will apply indefinitely, unless you make 6 consecutive minimum payments when due, beginning with the first minimum payment due after the Penalty APR takes effect. The Account Opening Disclosures describe the amount of the Penalty APR.

### ***The Law that Applies to Your Agreement***

We make decisions to grant credit and issue you a Card from our offices in Illinois. This Agreement will be interpreted using Illinois law. Federal law will be used when it applies. You waive any applicable statute of limitations, as the law allows. Otherwise, the applicable statute of limitations period for all provisions and purposes under this Agreement (including the right to collect debt) will be the longer of the time period

provided by Illinois law or the law of the jurisdiction where you live. If any part of this Agreement is found to be unenforceable, the remaining parts will remain in effect.

### **Waiver**

We will not lose any of our rights if we delay taking any action for any reason or if we do not notify you. For example, we may waive your Interest Charges or Fees without notifying you and without losing our right to charge them in the future. We may always enforce our rights later and may take other actions not listed in this Agreement if the law allows them. You do not have to receive notice from us of any waiver, delay, demand or dishonor. We may proceed against you before proceeding against someone else.

### **Assignment**

This Agreement will be binding on, and benefit, any of your and our successors and assigns. You may not transfer your Account or your Agreement to someone else without our written permission. We may transfer your Account and this Agreement to another company or person at any time, without your permission and without prior notice to you. If we do, they will take our place under this Agreement. You must pay them and perform all of your obligations to them and not us. If you pay us after you are informed or learn that we have transferred your Account or this Agreement, we can handle your payment in any way we think is reasonable. This includes returning the payment to you or forwarding the payment to the other company or person.

### **Amendments**

We reserve the right to amend this Agreement at any time, by adding, deleting, or changing provisions of this Agreement. All amendments will comply with the applicable notice requirements of federal and Illinois law that are in effect at that time.

The reasons we may amend this Agreement include the following:

- (1) Changes in regulation or legislation, or a change in the interpretation of a regulation or legislation.
- (2) Changes related to your individual credit history, such as: your risk profile, your payment or transaction patterns, balance patterns, the utilization levels of this and other accounts, credit bureau information including the age, history and type of other accounts, and the measure of risk associated with each.
- (3) Changes to overall economic and market trends, product design, and business needs.

### **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:

Card Services  
P.O. Box 84032  
Columbus, Georgia 31908-4032

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

### **What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

### ***Your Rights If You Are Dissatisfied With Your Credit Card Purchases***

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Card Services  
P.O. Box 84032  
Columbus, Georgia 31908-4032

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.