

Credit America MasterCard® Account Agreement

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	14.9%
APR for Balance Transfers	14.9%
APR for Cash Advances	14.9%
Penalty APR and When it Applies	None
Paying Interest	Your due date is 25 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay the entire new balance shown on your previous billing statement by the payment due date, or if the previous balance shown on your current billing statement is zero. We will begin charging interest on Cash Advances and Balance Transfers on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$.50
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at http://www.federalreserve.gov/creditcard .

Fees	
Annual Fee	\$144 annually (\$12 per month)
Transaction Fees	
▪ Balance Transfer	None
▪ Cash Advance	Either \$5.00 or 3% of the amount of each Cash Advance, whichever is greater.
▪ Foreign Transaction	1% of the transaction amount in U.S. dollars.
▪ Account Reinstatement	\$30.00
Penalty Fees	
▪ Late Payment	\$35.00
▪ Over-the-Credit Limit	None
▪ Returned Payment	\$35.00

How We Will Calculate Your Balance: We use a method called “Average Daily Balance (including new purchases).” The computation of the Average Daily Balance is explained below in the section entitled **AVERAGE DAILY BALANCE FOR BALANCE TRANSFERS AND PURCHASES**.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is described in the section below entitled **YOUR BILLING RIGHTS**.

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CUSTOMER IDENTIFICATION PROGRAM. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, street address, mailing address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

This Agreement sets forth the terms and conditions of your bank credit card account (“Account”). Please read this Agreement and keep it for your reference.

Your card is issued by Mid America Bank & Trust Company pursuant to a license by MasterCard International Incorporated. In this Agreement, the words “you” and “your” refer to the person who was expressly approved by us to use the account. The words “we,” “us,” and “our” refer to Mid America Bank & Trust Company, Dixon, MO, our successors and assigns. The words “Card” means the credit card or other access device, such as an account number, that we issue to you to permit you to obtain credit under this Agreement. The word “Account” means an individual credit card account.

Upon receipt of your new or reissued card, please sign the back of it. Merchants are not required to accept your card if it is not signed. Whether you sign the card or not, you are fully responsible for complying with all the terms of this Agreement, including the obligation to pay us for all amounts due as specified in this Agreement.

ACCEPTANCE OF TERMS; PROMISE TO PAY. This Agreement is effective as of the earlier of (a) the date of the first transaction on your Account after you receive this Agreement; or (b) 30 days after you receive this Agreement (unless you close your Account). By requesting, signing, using, or authorizing another person to sign or use the card issued to you, you agree to the following terms and conditions, and to accept liability for the Account. This Agreement applies to all transactions made on your Account, including any Balance Transfers. The use of your Account number to obtain credit will be considered a use of the card. You promise to pay us (in U.S. dollars) for all amounts advanced to you (or to anyone you authorize to use your Card or Account) for Purchases and Advances, including Balance Transfers, as well as for any Interest Charges, fees and other charges and amounts that may become due under this Agreement. You also agree that the arbitration provision in this Agreement will govern all disputes arising from your Account, including any Balance Transfer transactions made or requested in connection with your Account.

TYPES OF TRANSACTIONS. You may use your account to obtain:

1. **Purchases.** You may use your Account to buy goods and services (*Intended for use in the USA*) wherever *MasterCards are accepted*
2. **Cash Advances.** You may use your Account to get a Cash Advance of up to \$200 per day, up to a maximum of 50% of your total credit limit. Cash Advances are limited to the amount of your unused credit limit (see CREDIT LIMIT, below). A Cash Advance Fee will apply (see table above). To get a Cash Advance, go to any participating financial institution and present your card.

Your Account may be used only for personal, family, or household purposes. Your Account may not be used for illegal activities, for Internet gambling, for a business or commercial purpose, or for transactions that would cause your outstanding balance to go over your credit limit. (See ILLEGAL TRANSACTIONS, below).

HONORING YOUR ACCOUNT. We are not responsible if a merchant does not honor your Account or does not return your card to you. If you have a dispute with a merchant regarding goods or services purchased with your Account, our responsibilities are described below in the sections entitled YOUR BILLING RIGHTS. Even if you have credit available, we will not be liable for the failure to authorize transactions due to operational difficulties or mistakes. Transactions 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 any transactions approved in one day for security reasons, without any liability to you. If we detect unusual or suspicious activity on your Account, we may temporarily suspend your credit privileges until we can verify the activity.

AVERAGE DAILY BALANCE FOR BALANCE TRANSFERS AND PURCHASES. To figure your Average Daily Balance for Balance Transfers and Purchases, we start with your purchase balance at the beginning of each day. Then we subtract the applicable portion of any credits or payments as of the date of posting, and add any new purchases and debits posted to your Account that day, excluding any unpaid interest charges, late charges and annual fees. This gives us your purchase daily balance. A credit balance on any day is treated as a zero balance for that day and will not earn interest. Then we add up all the purchase daily balances for the billing period, and divide by the number of days in the billing period. This gives us your Average Daily Balance for Balance Transfers and Purchases.

We will multiply your Average Daily Balance for Balance Transfers and Purchases by the Monthly Periodic Rate of 1.24% (corresponding to an ANNUAL PERCENTAGE RATE of 14.9%) this gives us your Monthly Periodic Rate INTEREST CHARGE for Balance Transfers and Purchases for the billing period.

AVERAGE DAILY BALANCE FOR CASH ADVANCES. To figure your Average Daily Balance for Cash Advances, we start with your Cash Advance balance at the beginning of each day. Then we subtract the applicable portion of any credits or payments for that day and add any new Cash Advances posted to your Account that day, excluding any unpaid interest charges, other fees and charges. This gives us your Cash Advance daily balance. A credit balance on any day is treated as a zero balance for that day and will not earn interest. Then we add up all the Cash Advance daily balances and divide by the number of days in the billing period. This gives us your Average Daily Balance for Cash Advances.

However, if you pay the entire new balance shown on your previous billing statement by the payment due date, we exclude all amounts except for new Cash Advances and the Cash Advance Fee. In this case, your Average Daily Balance for Cash Advances is based only on your new Cash Advances posted during the billing period.

We will multiply your Average Daily Balance for Cash Advances by the Monthly Periodic Rate of 1.24% (corresponding to an ANNUAL PERCENTAGE RATE of 14.9%).

This gives us your Monthly Periodic Rate **INTEREST CHARGE** for Cash Advances for the billing period.

OTHERS USING YOUR ACCOUNT. Your promise to pay includes all transactions made by you or anyone you authorize to use your Account, with or without a card, whether or not you notify us that he or she will be using it, and whether or not he or she exceeds any limits imposed by you. If another person has obtained use of your Account without your authorization, you should immediately notify us by calling 1-800-354-1689 or writing to us at Card Services, P.O. Box 89028, Sioux Falls, SD 57109-9028. (See **LOST OR STOLEN CARDS**, below, regarding your possible liability for unauthorized use of your Card or Account).

CREDIT LIMIT. Your credit limit will be the amount of the initial Balance Transfer, increased by the amount of the Annual Fee (see **OTHER SERVICE FEES AND CHARGES**, below). Your credit limit will be shown on each of your billing statements. Each day, your available credit may change due to posting of transactions and payments on your Account, even if a transaction is not yet included in your balance. For example, if you use your Account to reserve a rental car, the rental company may place a hold that will reduce your available credit.

You may use up to 50% of your credit limit to get Cash Advances, with a daily limit of \$200.00 (or the amount of your available credit, whichever is less). A Cash Advance Fee will apply.

You may not use your Account in any way that would cause you to go over your credit limit. We may refuse to authorize or accept any transaction on your Account that would cause you to exceed your credit limit. It is your obligation not to exceed the credit limit for your Account. If at any time you owe more than your credit limit, you agree to pay the excess immediately upon our request, and we may suspend your Account privileges or cancel your Account. We may change (set, increase, decrease or remove) the credit limit for your Account and/or for specific types of account balances from time to time, beginning 12 months after account opening. Certain changes may occur without prior written notice to you and may be based upon factors including, but not limited to, anti-fraud policies and procedures. To the extent required by applicable law, advance notice may be provided for other changes based on your record of making timely payments, staying within the established credit limit on your Account with us, your credit score and information contained in your credit report, and/or your performance with other creditors, to the extent not prohibited by law (see also **CHANGE IN TERMS**, below)

BILLING STATEMENTS. We will send you a billing statement at intervals of approximately one month. The billing statement will show all new transactions, fees, charges, payments, and credits that post to your Account in the billing cycle. The billing statement will also show your new balance, your available credit, your credit limit, the minimum you must pay, and the due date for your payment.

We may, at our option, choose not to send a billing statement for any billing cycle in which your Account has an outstanding debit or credit balance of less than \$1. We may stop sending billing statements if your Account becomes seriously delinquent, or if mailing the billing statement would violate federal law.

MINIMUM PAYMENT. You may pay your entire balance at any time without penalty. Whenever a balance is due, you must pay at least the Minimum Payment Due, which we must receive on or before the Payment Due Date shown on the Statement. Traveler's Checks cannot be used to pay your Account. The Minimum Payment Due in any monthly Billing Cycle will be the sum of (i) 3% of your New Balance at the end of the Billing Cycle or \$25.00, whichever is greater, plus (ii) the proportional Annual Fee monthly amount of \$12.00, plus (iii) all past due amounts, overlimit amount, and any late, overlimit, or returned payment fees assessed during the billing cycle (see **OTHER SERVICE FEES AND CHARGES**, below). If your new balance is less than 3% of your outstanding balance or \$25.00, whichever is greater, plus the proportional Annual Fee monthly amount of \$12.00, your Minimum Payment Due will be the sum of (i) your new balance plus (ii) the proportional Annual Fee monthly amount of \$12.00. No matter how large your payment in one billing cycle, you will need to make a payment in the following cycle if you have an outstanding balance.

YOUR PAYMENTS. For all amounts you owe on your Account, you will pay us by Check or Money Orders representing U.S. dollars. All checks must be drawn from funds on deposit in the United States. Do not send payments in cash. You agree to send payments on your Account to the address indicated on your billing statement, accompanied by the return portion of your statement, or as otherwise instructed by us. We reserve the right to place up to a fourteen (14) day hold on payments made with Non-Guaranteed funds (I.e. Personal Check, Business Check, Third Party Checks and Money Orders). Payments are posted to your Account upon receipt; however, we reserve the right not to increase your available credit by the amount of any payment received until we verify that the payment has cleared. If your payment does not clear, the payment will be reversed out, which may result in the assessment of additional periodic **INTEREST CHARGES**, as well other fees and charges. In addition, we may charge a Returned Payment Fee for each payment item that is returned to us unpaid for any reason. (see below **OTHER SERVICE FEES AND CHARGES**).

If a payment is credited to your Account but is returned unpaid in a later billing cycle, we may recalculate the payment for the billing cycle in which the payment was originally credited, which may result in the assessment of additional interest charges and fees.

Postdated Checks, Restricted Endorsement Checks and Other Disputed or Qualified Payments. We are under no obligation to hold a postdated check and we reserve the right to process every item presented as if dated the same date received by us or our check processor unless you give us adequate notice and a reasonable opportunity to act on it. Except where such notice and opportunity is given, you may not hold us liable for depositing any postdated check. 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 notices and written communications concerning postdated checks, restricted endorsement checks (including any check or other payment instrument that indicates that the payment constitutes “payment in full” of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount) or any other disputed, nonconforming or qualified payments, must be mailed or delivered to Card Services, P.O. Box 89028, Sioux Falls, SD 57109-9028. No payment shall operate as an accord and satisfaction without a prior written agreement signed by one of our authorized officers or employees.

PAYMENT ALLOCATION. We reserve the right to apply the minimum payment to your account, in any manner we choose in our sole discretion, subject to applicable law. Payments will generally be applied first to annual fee, late charges, then to interest charges, then to any other fee or charge, and finally to Cash Advances. We will apply payments in excess of the minimum payment to higher APR balances before lower APR balances.

INTEREST CHARGES.

Your total **INTEREST CHARGE** for each billing period will consist of any periodic rate **INTEREST CHARGE**.

OTHER SERVICE FEES AND CHARGES. (Account Fees are disclosed below)

1. **ANNUAL FEE.** Upon issuance, and monthly thereafter, a proportional annual fee monthly amount of \$12.00 (Annually \$144.00) will be charged to your Account each month, whether or not you use your Account. If you close your Account for any reason during the year, we will not refund any portion of the prior billed charges. However, you may avoid the Annual Fee, if you notify us that you wish to close your Account within 30 days or one billing cycle (whichever is less) from the time we mail or deliver to you any billing statement reflecting the Annual Fee. (see CANCELLATION, below).
2. **SECOND CARD FEE.** A fee of \$8.00 will be charged to the account for a second card to be issued to an authorized signer.
3. **ACCOUNT REINSTATEMENT FEE.** A fee of \$30.00 will be charged to the account as a result of an account being reinstated at the primary cardholder’s request.
4. **RESEARCH/PHOTOCOPYING CHARGES.** When we research your Account in response to your request for a photocopy of a Purchase or Cash Advance slip or for information about your Account, we can bill your Account \$25.00 for each research request and \$10.00 for each photocopy supplied to you. If your request relates to a billing error inquiry, these charges will not be imposed.
5. **STATEMENT COPY CHARGE.** If you ask for a copy of your billing statement, we can bill your Account \$3.00 per photocopy. If your request relates to a billing error inquiry, this charge will not be imposed.
6. **COLLECTION EXPENSES.** If you do not pay us as required by this Agreement, we may incur collection costs. You promise to pay all collection costs including reasonable attorneys’ fees and any expenses we may incur in retrieving your card to the extent not prohibited by law. We may bill these costs to your Account.
7. **FOREIGN TRANSACTIONS.** We will pass on to you a fee of one percent (1%) on all foreign purchase, credit voucher, and cash disbursement original and reversal transactions (including foreign transactions made in U.S. Dollars) that is imposed by MasterCard (see also FOREIGN CURRENCY CONVERSION, below).
8. **EXPEDITED PAYMENT FEE.** A fee \$6.95 will be charged for expedited payments made through a customer service representative.
9. **RETURNED PAYMENT FEE.** A fee of \$35.00 will be charged for each payment item that is returned to us unpaid for any reason.

We may charge other fees related to your Account. Before doing so, we will tell you the amount and how the fee will be determined.

FOREIGN CURRENCY CONVERSION. If you use your Card for transactions in a currency other than U.S. dollars, MasterCard International will convert the transactions to U.S. dollars, in accordance with its operating regulations for foreign currency conversion procedures then in effect. The exchange or currency conversion rate between the transaction currency and the billing currency will be either (i) a wholesale market rate selected by MasterCard International from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard International itself receives; or (ii) the government-mandated rate in effect for the applicable central processing date. The exchange or currency conversion rate on the

transaction processing date may differ from the rate in effect at the time of the transaction or the date the transaction is posted to your Account. You agree to accept the converted amount in U.S. dollars.

NOT SECURED CREDIT. Your Account is not a secured credit account. We have no security interest in this Account, regardless of any other agreement you may have with us.

BREACH OF AGREEMENT. Your Account will be in default (unless prohibited by law) if any of the following events occur: (1) you were not eligible for the Account at the time it was opened; (2) you fail to pay any amount due to us under this Agreement or any other agreement; (3) you try to exceed or do exceed your credit line without express prior permission; (4) you fail to pay any amount due to another creditor; (5) you become subject to attachment or garnishment proceedings; (6) any payment item is returned unpaid; (7) you fail to comply with any part of this Agreement; (8) any information or signature you give us proves to be incomplete or false; (9) your death, bankruptcy, or insolvency or legal incompetence; (10) a bankruptcy petition is filed by or against you; (11) you become a non-U.S. resident or move to a state outside our service area; or (12) we believe in good faith that you may not pay or perform your obligations under this Agreement.

If you default, we may (unless prohibited by law), without further demand or notice: (1) cancel your credit privileges; (2) declare your entire Account balance immediately due and payable; (3) charge you for our reasonable collection costs, including reasonable attorneys' fees; and (4) pursue any available legal remedy.

PREAUTHORIZED CHARGES. If you default, if your card is lost or stolen, or if we change your Account or Account number for any reason, we may suspend preauthorized automatic charges on your Account by third-party vendors. If this occurs, you must contact the third-party vendor(s) to reinstate such automatic charges. You are responsible for making direct payment for such charges until you reinstate automatic charges.

INFORMATION ABOUT YOU. If you change your name, home or mailing address, phone number, or employment you agree to notify us immediately. You agree to provide us with updated financial information we may request and agree that we may, from time to time, verify all information provided by you.

CANCELLATION. We may close your Account or limit your credit privileges at any time for any reason not prohibited by law. If we are required by law to give you notice, we will do so. You may close your Account by writing to the address on your billing statement and cutting and returning all cards issued on your Account. If your Account is closed, interest charges and other fees will continue to be assessed; payments will continue to be due; and all other applicable provisions of this Agreement will remain in effect until all your obligations to us are satisfied. You must not use your Account once your credit privileges have been suspended or cancelled.

CHANGE IN TERMS. We can change any part of this Agreement or add or remove any term, condition, or requirement, at any time. Unless prohibited by law, **THE NEW TERMS WILL APPLY BOTH TO THE OUTSTANDING BALANCE OF YOUR ACCOUNT, AS WELL AS TO NEW PURCHASES AND ADVANCES** unless applicable law permits application of the new terms to outstanding balance. From time to time, we may review your Account. Based on these reviews, we may decide to change your Account terms, including **APRs** and fees. In determining whether to change your Account terms, we consider your Account history with us, including your record of making timely payments, staying within established credit lines, and other indicators of responsible Account usage. To the extent permitted by law, we may also consider a variety of information about credit accounts that you maintain with other companies, including (for example) the number and balances of such accounts, the length of time since they were opened, and your payment record. Other factors may include the number and timing of credit inquiries by other prospective lenders as reflected on your credit bureau reports.

ASSIGNMENT. We may sell, transfer, or assign your Account or our rights in this Agreement to another person or entity, and, if we do that, that person or entity will take our place in this Agreement. If state law requires that you receive notice of such an assignment to protect the purchaser or assignee, we may notify you by filing a financing statement with the state's Secretary of State. You may not assign your rights and duties under this Agreement.

WAIVER AND ENFORCEABILITY. We may delay or waive enforcement of any provision of this Agreement at any time without affecting any of our rights under this Agreement in the future. If any term of this Agreement is made unenforceable through law, regulation, or court decision, all other provisions will remain in full force and effect.

ENTIRE AGREEMENT. This Agreement constitutes the final expression of the credit agreement between you and us relating to your Account. This Agreement will not be affected by any oral agreement.

HEADINGS. 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.

LOST OR STOLEN CARDS. If your card is lost or stolen, you agree to notify us at once, telling us what you know about the loss or theft. You may call us at **1-800-354-1689**. You may be liable for the unauthorized use of your Card(s) in an amount not to exceed \$50 in any case where your Card(s) are lost or stolen and you fail to contact us within twenty-four (24) hours. You will not be liable for such unauthorized use if you contact us in the manner

described immediately above within the twenty-four (24) hour time limit or before the unauthorized use occurs. Misuse of your Card or Account by anyone you authorize to use your Card or Account will not be considered unauthorized use.

CREDIT REPORTS; CREDIT REPORTING; INACCURATE INFORMATION. You authorize us to make any credit, employment, or other investigative inquiries we deem appropriate to extend you credit or to renew, review, or collect amounts owed to us on your Account. We may also obtain follow-up credit reports on you for any lawful purpose both before and after your Account is opened, and after it is closed (provided there is an outstanding balance). We may furnish information concerning your Account to credit reporting agencies and others who may properly receive such information. If there is an authorized user on your Account, we may also furnish information to credit reporting agencies and others who may properly receive such information in the name of the authorized user. A negative credit report reflecting on your credit record may be submitted to credit reporting agencies if you fail to fulfill the terms of this Agreement, including information about insolvency, delinquency, late payment, or other default on your Account. You may provide written notification to us at Card Services, P.O. Box 89028, Sioux Falls, SD 57109-9028 if you believe we have inaccurate information about you, or that we have reported or may report inaccurate information about you to a credit reporting agency. If we receive such a notice, we will promptly conduct a reasonable investigation, and if our investigation shows that you are correct, we will notify each credit reporting agency to which we reported, and will request that they correct their records. If we disagree with you after our investigation, we will notify you and instruct you how to submit a statement of your position to the credit reporting agencies, if you so choose. Your statement will become part of your credit file with the credit reporting agencies.

ILLEGAL TRANSACTIONS. Your Credit America MasterCard may not be used to conduct any illegal transactions. You may not use your account or card(s) to purchase or acquire funds for any unlawful goods or service including but not limited to all gambling activities. It is your responsibility to determine whether any good, service or activity is unlawful. You will be responsible under the terms of this Agreement for any transactions posted to your Account, including any that stem from your participation in unlawful activity.

TELEPHONE MONITORING. Our supervisory personnel may listen to or record telephone calls between you and our staff for the purpose of monitoring and improving the quality of service you receive. You agree to any such monitoring or recording, unless, at the beginning of each telephone conversation, you tell us not to monitor or record the call. We treat all customer calls confidentially.

SERVICING STANDARDS. Your Account will be processed through automated means. We will not be at fault if we do not examine all items we process. Therefore, you should be careful to keep a record of all your Account transactions, save your Purchase and Cash Advance receipts, check your monthly billing statements against your records, and notify us promptly of any unauthorized transactions or errors (see YOUR BILLING RIGHTS, below).

GOVERNING LAW. This Agreement and your Account, and any claim, dispute or controversy (whether in contract, tort, or otherwise) at any time arising from or relating to your Account, this Agreement or any transferred balances, are governed by and construed in accordance with applicable federal law and, to the extent not preempted by federal law, by the laws of Missouri (without regard to internal principles of conflict of laws), but we rely on the provisions of Nebraska law with respect to the fees, interest and charges that apply to your Account as authorized by Missouri Revised Statutes Section 408.145.

PRIVACY STATEMENT. Confidentiality and Security of Nonpublic Personal Information

Protecting your privacy is an extremely high priority for Mid America Bank & Trust Company, our employees, and our Board of Directors. While servicing your accounts, we use technology to manage and maintain customer information. In doing so we nevertheless understand the sensitive nature of your private and personal information; therefore, to assure you of our continuing privacy and confidentiality efforts, we observe these practices and procedures.

Our Privacy Commitment to You

We recognize, respect and protect the personal privacy rights of all of our customers. We realized that our customers entrust us with personal information and it is our policy to maintain our customers' information in a confidential manner. We are committed to providing the highest level of security and privacy regarding the collection and use of our customers' personal information, as well as personal information of all consumers who visit our institution.

Confidentiality and Security of Nonpublic Personal Information

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

Nonpublic Personal Information We Collect

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on application or other forms, such as your name, address, social security number, assets, and income.
- Information about your transactions with us, our affiliates, or others, such as your account balance, payment history, parties to transactions, and credit usage.
- Information we receive from a consumer reporting agency, such as credit worthiness and credit history.

Nonpublic Personal Information We Disclose

We may disclose all of the information we collect, as described above, to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements. We also may disclose nonpublic personal information about you to nonaffiliated third parties as permitted by law.

Notify us of Inaccurate Information We Report to Consumer Reporting Agencies

Please notify us if we report any inaccurate information about your account(s) to a consumer reporting agency. Your written notice describing the specific inaccuracy (ies) should be sent to us at the following address: Correspondence Department, PO Box 89028 Sioux Falls, SD 57109-9028

YOUR BILLING RIGHTS

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:

Customer Service

P.O. Box 89028, Sioux Falls, SD 57109-9028

You may also contact us on the Web: customercare@totalcardinc.com

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 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* or electronically at:

Customer Service
P.O. Box 89028, Sioux Falls, SD 57109-9028
customercare@totalcardinc.com

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.

THIS AGREEMENT INCORPORATES AN ARBITRATION PROVISION. PLEASE READ IT CAREFULLY. IT PROVIDES THAT YOU MAY BE REQUIRED TO RESOLVE ANY DISPUTE THAT IS COVERED BY THIS ARBITRATION PROVISION THROUGH ARBITRATION, EVEN IF YOU WOULD RATHER LITIGATE THE CLAIM IN COURT. UNLESS YOU OPT OUT OF THE AGREEMENT YOU ARE GIVING UP RIGHTS YOU MAY HAVE TO PARTICIPATE IN A CLASS ACTION LAWSUIT REGARDING SUCH A CLAIM.

Any individual dispute (not class actions) arising from or related to this Agreement, upon the election of you or us, will be resolved by binding arbitration, as set forth below, unless you specifically elect to reject this Arbitration Provision in writing within 30 days after the date of this Agreement. If you do not make this election, any claim, dispute or controversy (whether in contract, tort, or otherwise) at any time arising from or relating to your Account, any transferred balances or this Agreement (collectively, "Claims"), upon the election of you or us, will be resolved by binding arbitration in accordance with the terms of this Arbitration Provision set forth below.

Claims. The term "Claims" covered by this Arbitration Provision includes any dispute arising from or related to this Agreement or your Account. It includes by way of example and without limitation (i) Claims arising from the application for or issuance, use, terms change in terms and addition of terms, closing or collection of your Account or this Agreement, or from advertisements, promotions or oral or written statements related to your Account, including any Claims regarding information obtained by us, from, or reported by us to, credit reporting agencies or others, or Claims related to the goods or insurance or other services purchased under your Account and (ii) Claims between you and our parent corporations, wholly or majority owned subsidiaries, affiliates, predecessors, successors, assigns, agents, independent contractors, employees, officers, directors or representatives arising from your Account or this Agreement. Notwithstanding the other terms in this Arbitration Provision, you retain the right to pursue in small claims court any Claim that is within that court's jurisdiction and that you pursue on an individual basis.

There is no authority for any Claims to be arbitrated on a class-wide or representative basis. An arbitration can decide only your or our Claims and there will be no joinder of parties other than, or consolidation of Claims other than those relating to, persons who use your Account. This means even if a class action is filed in court, any Claim between us related to the issues alleged in the suit will be subject to individual arbitration if you or we elect to arbitrate the dispute alleged in the suit.

Arbitration Administrators and Initiating Arbitration. Any party to this Agreement may bring an action to compel arbitration of any Claims to which this Arbitration applies. The party initiating arbitration must file a claim with the

American Arbitration Association (“AAA”). The arbitration will be conducted under the AAA rules by an impartial third party chosen in accordance with those rules. You may obtain copies of the current AAA rules, information about arbitration fees, and instructions for initiating an arbitration by contacting the AAA at (800) 800-778-7879, by visiting the AAA website at <http://www.adr.org> or by writing to the AAA at 335 Madison Avenue, New York, NY 10017-4605. Any arbitration hearing, if one is held, will be held in the federal judicial district where you live.

Procedures and Applicable Law. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and is governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1 *et seq.*, as amended, notwithstanding any choice-of-law provision in this Agreement. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law. The arbitrator will have authority to award any damages or other relief available under applicable law, including punitive damages or attorney’s fees. The AAA rules and procedures in effect when the arbitration is filed will apply. However, if a conflict or inconsistency arises between the AAA rules and procedures and this Arbitration Provision, this Arbitration Provision will control. The AAA rules and procedures may limit the amount and types of available discovery.

Costs. At your written request, we will temporarily advance up to \$500 toward the filing, administrative, and/or hearing fees for any Claim you may file against us, after you have paid to the AAA an amount equal to the fee, if any, for filing such a Claim in state or federal court (whichever is less) in the judicial district in which you live. At the end of the arbitration, the arbitrator will decide whether we or you will ultimately be responsible for paying any filing, administrative and/or hearing fees in connection with the arbitration. Each party will bear the expense of its respective attorneys’ experts’ and witness fees, regardless of which party prevails in the arbitration, except that the arbitrator will apply any applicable law in determining whether a party should recover any or all fees and costs from another party.

Enforcement and Appeals. Judgment upon any arbitration award may be entered and enforced, including without limitation by garnishment, attachment, foreclosure or other post-judgment remedies, in any court having jurisdiction. The arbitrator’s decision will be final and binding, except for any right of appeal provided by the FAA, in which case any party can appeal the award to a three-arbitrator panel administered by the AAA. The panel will reconsider *de novo* any aspect of the initial award requested by the appealing party. The appealing party will bear the costs of such an appeal regardless of its outcome.

Survival and Severability. This Arbitration Provision will survive repayment and termination of your Account. If a court or arbitrator determines that your waiver of your ability to pursue class or representative claims or to join or consolidate any arbitrations is unenforceable, the Arbitration Provision will not apply and the dispute will be resolved by a court. If any portion of this Arbitration Provision other than the provisions prohibiting class-wide arbitration, joinder or consolidation is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Arbitration Provision.

STATE DISCLOSURES:

California Residents: A married applicant may apply for a separate account. As required by law, you are hereby notified that a negative credit reporting reflecting on your credit record may be submitted to a credit-reporting agency if you fail to fulfill the terms of your credit obligations. After credit approval, each applicant shall have the right to use the credit card account up to the limit of the account. Each applicant may be liable for amounts extended under the plan to any joint applicant.

Delaware Residents: Service charges and interest charges will be imposed in amounts or at rates not in excess of those permitted by law on the outstanding balances from month to month.

Kentucky Residents: You may pay the unpaid balance of your account in whole or in part at any time.

Maine Residents: Credit insurance if provided herein is voluntary and you have the right to cancel such credit insurance at any time.

Maryland Residents: You have the right under Section 12-510 of the Commercial Law Code to receive an answer to a written inquiry concerning the status of your Account. Interest charges will be imposed in amounts or at rates not in excess of those permitted by law.

Massachusetts Residents: Notice of Important Rights. You have the right to make a written or oral request that telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only ten days unless you provide written confirmation of the request postmarked or delivered within seven days of such request. You may terminate this request by notifying us in writing.

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

New York Residents: Consumer reports may be requested in connection with the processing of this application and any resulting account. Upon your request, we will inform you of the names and addresses of any consumer reporting agencies, which have provided us with such reports. This Agreement begins on the first day we extend credit to you on your Account, as evidenced by a signed sales slip, memorandum, or otherwise. New York residents may contact the New York State Banking Department to obtain a comparative list of credit card rates, fees and grace periods. New York State Banking Department, 1-800-522-3330.

Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

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

Married Wisconsin Residents: No provisions of any marital property agreement, unilateral statement under section 766.59 or court decree under section 766.70 adversely affect the interest of the creditor unless the creditor, prior to the time credit is granted, is furnished a copy of the agreement, statement, or decree or has actual knowledge of the adverse position when the obligation to the creditor is incurred. We are required to ask you to provide the name and address of your spouse

NOTICE TO THE BUYER

You may at any time pay more than the minimum payment, or your entire balance in full without incurring any additional charge for prepayment.

Mid America Bank & Trust Company, Dixon, MO