

## CARDHOLDER AGREEMENT

This CARDHOLDER AGREEMENT (“**Agreement**”) and the Account-Opening Disclosure accompanying this Agreement contain the credit and payment terms and conditions for the credit card (“**Card**”) issued to you by the issuing financial institution. It replaces any previous terms provided to you for your Card. Please note that some terms vary depending on the Card type and on the issuing financial institution and those terms are controlled by the Account-Opening Disclosure. In this Agreement, the words “**you**” and “**your**” refer to each person (individually, and jointly if more than one) who is issued a Card or is authorized to access the credit card account (“**Account**”) that is established at your request. The words “**we**,” “**us**” and “**our**” refer to the issuing financial institution, its successors and assigns.

You will be deemed to have accepted the Card and the terms and conditions of this Agreement if you sign the back of the Card or use the Card. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AND KEEP THEM FOR FUTURE REFERENCE.

**1. USING YOUR CARD.** You may use your Card to obtain goods or services from merchants everywhere it is accepted (each a “**Purchase**”). You may use your Card only for personal, family or household purposes. You may also have outstanding balances owed on other credit cards transferred to your Card (each a “**Balance Transfer**”). A transaction fee may be assessed on Balance Transfers. If you are assessed a transaction fee, it will be added to other amounts which are subject to an INTEREST CHARGE, as described below, in the same manner as Purchases.

You may also use your Card to obtain a loan from your Account by presenting it to any institution that accepts the Card for that purpose or you may use your Card to make a withdrawal of cash at an automated teller machine (**ATM**). Each of these transactions is treated as a “**Cash Advance**” on your Account. We may in our discretion consider certain transactions to be the equivalent of Cash Advances, and we reserve the right to treat them as Cash Advances under this Agreement. Those transactions may include: using the Card or Account to purchase wire transfers, money orders, money orders that are not issued by a financial institution or are not in U.S. currency, traveler’s or convenience checks, casino gaming chips, lottery tickets, off-track betting, wagers at race tracks, and tax payments. A transaction fee may be assessed on transactions considered Cash Advances. If you are assessed a transaction fee or an access fee or surcharge at an ATM to perform a Cash Advance with your Card, these fees will be added to other amounts which are subject to an INTEREST CHARGE, as described below, in the same manner as Cash Advances.

We are not responsible if anyone refuses to honor the Card or for any failure of an ATM to process a Cash Advance request. We will have no responsibility for merchandise or services purchased with the Card, unless purchased from us.

**2. PROMISE TO PAY.** In return for our extending credit to you on this Account from time to time, you promise to pay us in U.S. dollars the total amount of all Purchases, Balance Transfers, Cash Advances, INTEREST CHARGES, and other fees or charges that may be due as shown on your Periodic Statement. If you pay in other than U.S. dollars, except where prohibited by applicable law, we may refuse to accept the payment or we may charge your Account the costs to convert your payment to U.S. dollars. Payment by check must be drawn on funds on deposit in the U.S. To the extent permitted by applicable law, we can accept late payments, partial payments, or checks and money orders marked “Payment in Full” without losing any of our rights under this Agreement, and you agree to our reservation of rights under such circumstances. Payments received by 5:00PM CT at the address shown on the Periodic Statement on a business day will be credited to your Account on the date received. Payments received after 5:00PM CT or on a non-business day (Saturday/Sunday/Holiday) will be credited to your Account on the next business day. Certain of our locations accept credit card payments. If you make a payment before 5:00PM CT at one of those locations, it will be credited on that day.

**3. CREDIT LIMIT.** Your credit limit is stated on the Card carrier you received with the Card and will be disclosed on your Periodic Statement. The total amount of all Cash Advances on your Account may be limited by a cash advance limit, which may be smaller than the total credit limit on your Account. We may increase or decrease your credit limit and/or cash advance limit anytime, and will provide notice to you if required by applicable law. You may contact us if you would like us to consider increasing your credit limit. Write us at **BANCARD Services, PO Box 3038, Evansville, Indiana 47730-3038** or call us at **309-736-3740** or **1-877-954-0190**. We will make that decision based on your credit and payment history.

We will only permit you to use your Account for more than your credit limit if we authorize the transaction and you expressly elect to complete the transaction that will go over your credit limit. You will still be responsible for paying us the amount over your credit limit without limiting any of our rights under this Agreement. If you exercise your right to exceed your credit limit, we may charge you an over limit fee, if shown on the Account-Opening Disclosure. We may also suspend your Account privileges or cancel your Account as described below.

**4. PERIODIC STATEMENT.** Each month that there is an outstanding balance on your Account, we will send you a Periodic Statement as of the closing date of your billing cycle. Purchases, Balance Transfers, Cash Advances, payments, INTEREST CHARGES and other fees and charges, and any adjustments or credits posted to your Account since the closing date of your previous statement will appear on your Periodic Statement. You must pay at least the Minimum Payment Due by the Payment Due Date shown on the statement. The Payment Due Date is the same day of each month, at least 25 days after the closing date of the billing cycle appearing on the Periodic Statement.

Payments and credits will be applied on your Account in the following order: First, your Minimum Payment Due will be applied at our discretion; Second, any other amounts you paid will be applied to the Card balance with the highest Interest Rate and then to balances at successively lower rates.

You may also view your transactions on your Card periodically at [www.bancardservicesonline.com](http://www.bancardservicesonline.com).

**5. MINIMUM PAYMENT DUE.** You may pay all or any part of your outstanding balance at any time. However, you must pay at least the Minimum Payment Due by the Payment Due Date reflected on each Periodic Statement, even if you paid more than the Minimum Payment Due in any previous month. In all cases, the Minimum Payment Due will be rounded to the next highest whole dollar amount and reflected as such on each Periodic Statement. Any past due amount and/or any amount exceeding your credit limit may be included in the Minimum Payment Due.

**6. INTEREST CHARGES.** We will impose an INTEREST CHARGE on each balance within each Account type (Purchases, including Balance Transfers, and Cash Advances) by applying a Monthly Periodic Rate (**MPR**) to the “**Average Daily Balance**”, which

is shown on your Periodic Statement, and by assessing certain fees which are explained below. We may charge interest at different rates for our two types of Account transactions: Purchases (including Balance Transfers) and Cash Advances. The MPR and the Interest Rate, expressed as an Annual Percentage Rate (**APR**), will appear on the Account-Opening Disclosure.

**PURCHASES AND BALANCE TRANSFERS.** An INTEREST CHARGE will be imposed on Purchases, including current transactions and including Balance Transfers, if you did not pay in full the Previous Balance as shown on your current Periodic Statement by the Payment Due Date. No INTEREST CHARGE will be imposed on Purchases and Balance Transfers in the next billing cycle if you pay in full the New Balance by the Payment Due Date as shown on your current Periodic Statement. If imposed, all INTEREST CHARGES are computed for current transactions from the date of posting. We figure the INTEREST CHARGE on the Purchases and Balance Transfers on your Account by applying the Purchase Interest Rate to the Average Daily Balance of Purchases and Balance Transfers on your Account (including current transactions).

**CASH ADVANCES.** An INTEREST CHARGE is imposed on all Cash Advances, including current transactions, from the posting date of each Cash Advance transaction. There is no grace period for payment of Cash Advances. The INTEREST CHARGE is imposed as long as any Cash Advance remains unpaid. We figure the INTEREST CHARGE on the Cash Advances on your Account by applying the Cash Advance Interest Rate to the Average Daily Balance of Cash Advances on your Account (including current transactions).

**AVERAGE DAILY BALANCE.** To get the "Average Daily Balance" we take the beginning balance of your Account type each day, add any new transactions made that day and any debit adjustments, then subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average Daily Balance", including current transactions. We make this calculation separately for Purchases (including Balance Transfers) and for Cash Advances. There will be a Minimum INTEREST CHARGE of \$.50 in any billing cycle in which the INTEREST CHARGE resulting from application of the MPR would be less than \$.50.

**INTEREST RATE.** For the first six (6) months after the Card is issued, there may be an introductory Interest Rate for Purchases and Balance Transfers as shown on the Account-Opening Disclosure. After six (6) months, the Interest Rate for Purchases and Balance Transfers changes to a fixed or variable rate as described below and as shown on the Account-Opening Disclosure. There is no introductory Interest Rate for Cash Advances.

If your Account has a fixed Interest Rate, it will be shown as such on the Account-Opening Disclosure. If it has a variable Interest Rate, that is determined by adding a margin to the highest Prime Rate reported in the Money Rates Section of the Midwest Edition of the Wall Street Journal (WSJ) on the date provided on the Account-Opening Disclosure. Depending on your Card, these adjustments may be monthly or quarterly (January, April, July, and October of each year), semi-annually or annually. The margins we apply are disclosed in the Account-Opening Disclosure provided to you with your Card. The margins are generally lower for Purchases and Balance Transfers than for Cash Advances.

If the Prime Rate increases, the MPR and corresponding APR will increase accordingly on variable rate Cards, or, if the Prime Rate decreases, the MPR and corresponding APR will decrease accordingly. Any such increase or decrease will take effect at the start of the full Periodic Statement billing cycle during which the rate change occurred. Any balance outstanding prior to the current cycle is subject to the rate in effect when the interest is calculated. An increase in the APR will result in increased INTEREST CHARGES. The increase may result in an increase to your Minimum Payment Due.

**COMPOUNDING INTEREST.** To the extent permitted by applicable state law, on a monthly basis, unpaid INTEREST CHARGES will be compounded and unpaid INTEREST CHARGES and other unpaid charges will be consolidated into your Account balance. In this way, unpaid INTEREST CHARGES and other unpaid charges from prior billing cycles will be subject to and included in, the calculation of the new INTEREST CHARGES.

**7. AUTHORIZATION FOR ELECTRONIC DEBIT.** When you provide a check for payment, you authorize us to use information from your check to make an electronic fund transfer from your checking account or to process the payment as a check transaction. If we process your check electronically, funds may be withdrawn from your bank account as soon as the same day we receive your check.

**8. LOST OR STOLEN CARDS.** 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: **BANCARD Services, PO Box 3038, Evansville, Indiana 47730-3038** or call us at **309-736-3740** or **1-877-954-0190**. 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.

You may authorize others to use your Account. You promise to pay for all Purchases, Balance Transfers and Cash Advances made by 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 the Account and whether or not he or she exceeds any limits imposed by you on his or her use of the Card. If another person has use of your Account and you want to end that person's privilege, you must notify us in writing. In order to avoid unauthorized use, you should recover and return to us cut in half, any Card in that person's possession.

Under Visa's zero liability policy: you must reasonably demonstrate that you exercised reasonable care in safeguarding your Card from risk of loss and theft; your Card must be in good standing (e.g., not presently or recently overdrawn, and not presently or recently under suspicion of possible illegal or suspicious use); and we cannot have received more than one other report of unauthorized use of your Card in the last 12 months.

Under MasterCard's zero liability policy: you must reasonably demonstrate that you exercised reasonable care in safeguarding your Card from risk of loss and theft; your Card must be in good standing (e.g., not presently or recently overdrawn, and not presently or recently under suspicion of possible illegal or suspicious use); and we cannot have received two or more reports of unauthorized use of your Card in the last 12 months. This policy will not apply if a PIN was used as the Cardholder verification method for unauthorized transactions.

**9. DEFAULT.** We may consider your Account in default if any of the following events occur: (a) you fail to make a required payment when due or when delinquent as determined by applicable state law; (b) you use this Account or Card in excess of the credit limit; (c) you make any material representation to induce us to extend credit which proves untrue; (d) you breach any of the terms of this Agreement; or (e) your death, incompetence, bankruptcy, insolvency, fraud or misrepresentation. To the extent not prohibited by law, if you are in default, you will pay our collection costs, attorney fees, court costs and all other expenses of enforcing our rights under this Agreement. If we determine that an event of default has occurred, we shall have such rights and remedies as are available to a creditor under any applicable federal or state law, including but not limited to the right to close your Account, revoke the privileges attaching to any or all cards, accelerate payment and demand the total outstanding balance to be paid. We do not have to notify you or demand payment to take these actions, unless applicable law requires that we give notice of a right to cure your default.

**10. AMENDMENTS AND CHANGE IN TERMS.** We have the right to change the terms of this Agreement from time to time. We have the right to apply the new terms to the outstanding balance of your Account as of the effective date of the change, to the extent permitted by applicable law. If we make any change, we will give you a written notice as required by applicable law. We will give you 60 days advance written notice of: (a) a change in APR or minimum interest charge; (b) a grace period change; (c) a change in any of the fees; (d) a change in the balance computation method; and (e) an increase in the Minimum Payment Due.

You have the right to reject any change before it becomes effective by writing us at **BANCARD Services, PO Box 3038, Evansville, Indiana 47730-3038**, unless you fail to pay the Minimum Payment Due within 60 days of the Payment Due Date. If you reject the change prior to its effective date, we will not apply the increase or make the change to your outstanding balance. However, we may apply the change to any transaction that occurs more than 14 days after the date of the notice. As a condition to accepting your notice of non-acceptance we may require that you return all Cards to us. If you reject the change, you will be permitted to repay the outstanding balance as of the effective date of the change under the terms of your Agreement in effect when we gave you notice of the change. We will not impose a fee or charge as a result of your rejection of the change and we will not treat your Account as in default solely for that reason.

Unless you reject the change within 60 days of the date we mailed our notice, the change will be made. Such change may become effective as to your Account on the first day of the billing cycle during which the effective date stated in our notice occurs.

**11. ANNUAL MEMBERSHIP FEE.** An Annual Membership Fee may be charged to your Account for the privilege of having the Card as shown on the Account-Opening Disclosure. Any such charge would be subject to an INTEREST CHARGE in the same manner as Purchases. The Annual Membership Fee is payable whether or not you use the Card.

**12. SERVICE FEES.** We may charge you a reasonable charge for photocopies and reprints of Account and transaction documents which you may request and for other special services as allowed by law. We may assess a charge not to exceed \$20 per hour, or for any portion thereof, for research performed on your account per your request, whether performed by us or our service provider. Any such charge would be subject to an INTEREST CHARGE in the same manner as Purchases.

**13. CURRENCY CONVERSION RATE.** When making Purchases, including Balance Transfers, receiving Cash Advances, or making payments in foreign currency, the exchange rate will be the rate of the processing bank on the day it is processed by them, and this exchange rate may not necessarily be the same rate quoted to you by the merchant on the date of Purchase. Your Periodic Statement will reflect the exchange rate applied.

**14. OVER LIMIT, RETURNED CHECK, LATE PAYMENT, AND OTHER FEES.** The following fees may be assessed as specified below. The amounts are disclosed in the Account-Opening Disclosure provided to you with your Card. If any such fee is imposed, the unpaid amount may be subject to an INTEREST CHARGE in the same manner as Purchases.

**OVER LIMIT.** For any billing cycle in which you exercise the right to exceed your credit limit, you may be charged, if shown on the Account-Opening Disclosure, and you agree to pay us, an Over Limit Fee. You owe this fee even if we authorize the transaction which causes your Account to exceed its credit limit. Any Over Limit Fee, and the amount exceeding your credit limit, will be added to your Account balance, and the amount exceeding your credit limit may be added to the Minimum Payment Due for the current billing cycle. Any Over Limit Fee we charge will only be imposed once per billing cycle and, if your Account remains over the credit limit, once in each of only 2 subsequent billing cycles, unless you have obtained an additional extension of credit in excess of your credit limit, in which event, similar fees may be imposed.

**RETURNED CHECK.** We will charge you a Returned Check Fee each time you pay us with a check that is returned unpaid. This fee will also apply if a debit transaction to a deposit account from which you have authorized us in writing to periodically deduct all or a part of an amount you owe us under this Agreement is returned unpaid.

**LATE PAYMENT.** For any Minimum Payment Due that is not paid by the Payment Due Date shown on your Periodic Statement, or not paid by the end of a grace period shown on your Periodic Statement as may be required by applicable law, you may be charged, and you agree to pay us, a Late Payment Fee, which will be added to your Account balance. You will not be charged a penalty INTEREST CHARGE.

**OTHER FEES.** We may assess a fee if you request a replacement card as shown on the Account-Opening Disclosure. If you selected the credit life insurance related to your Account on your initial application form, premiums will be applied to your account monthly. We reserve the right to alter the terms and/or carrier for credit life insurance, subject to any notification required by applicable federal or state law.

**15. CREDIT INFORMATION.** We may investigate your credit record in connection with your application for credit. We may examine your credit record in association with any update, renewal, extension, change in credit limit, and collection action of the Account. Upon your request, we will advise you if we obtained a credit report and we will give you the credit bureau's name and address.

You agree that we may release information in our records regarding you and your Account in order to comply with any properly served subpoena or similar request issued by any state or federal agency or court. Furthermore, we may share our credit experience on your Account with credit reporting agencies and other creditors who we reasonably believe are doing business with you. You agree that we may provide Account information to any third party who we reasonably believe is conducting an inquiry in accordance with the Federal Fair Credit Reporting Act and/or applicable state law.

If you fail to fulfill the terms of your credit obligations under this Agreement, you understand that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency. If you believe we are inaccurately reporting information related to this Account to the credit bureau, you may notify us by writing to **BANCARD Services, PO Box 3038, Evansville, Indiana 47730-3038**.

**16. CARDHOLDER LIABILITY.** All persons who use the Card are individually and together responsible for any outstanding balance. If two or more persons are responsible to pay for any outstanding balance, we may refuse to release any of them from liability until all of the unexpired Cards outstanding under the Account have been returned to us and the outstanding balance has been paid in full. Even though the Card and your Account are revoked or terminated, you agree that your obligations and our rights under this Agreement will remain in effect until all balances on your Account incurred before or after revocation or termination are paid in full. You may cancel your Account by notifying us in writing at **BANCARD Services, PO Box 3038, Evansville, Indiana 47730-3038** and returning every Card to us cut in half. You will still be responsible to pay any amount you owe us according to the terms of the Agreement.

**17. GOVERNING LAW.** Unless otherwise stated, all transactions are final only when accepted by us. Transactions and this Agreement are and shall be construed as contracts subject to applicable federal law and the laws of the state of Iowa or Illinois where our main office is located.

**18. BILLING ERRORS.** You agree to accept Periodic Statements that we mail you as being correct unless you notify us in writing of alleged errors within the time prescribed by law. Your rights to dispute billing errors are set forth following this Agreement. If you have notified us that an amount is in dispute in accordance with the procedures that follow this Agreement, you need not pay that amount until the dispute is resolved. However, you must pay at least the required Minimum Payment Due unless the entire statement balance is in dispute.

**19. PREAUTHORIZED PAYMENTS ON ACCOUNT.** When you completed your credit card application with us, you may have authorized us to perform pre-authorized transfers from a checking or savings account maintained by you to make periodic payments to your Account. Your written authorization would have indicated whether a checking or savings account should be used for making such automatic payments. As you authorized, we will generate an automatic payment on the payment due date or the Friday before the payment due date if that date is a Saturday or Sunday from the specified account for: (1) the amount of the unpaid billed Minimum Payment Due when your Account cycles; (2) the New Balance as shown on the applicable Periodic Statement; or (3) the set amount you designated to be paid as an automatic payment. Under number 3, you understand that if the Minimum Payment Due for any billing cycle is greater than the fixed amount you designated, the automatic payment amount will be the Minimum Payment Due. You authorize us to debit the designated checking or savings account for the Minimum Payment Due amount rather than the fixed amount under these circumstances. Under number 3, you also agree that if the designated fixed payment amount is greater than the New Balance, the automatic payment amount will be New Balance amount rather than the designated fixed amount. In any case, you have the right to stop payment of any pre-authorized transfer of funds to pay on your Account by notifying us orally or in writing at least three (3) business days before the scheduled date of the transfer. We may require you to provide written confirmation of a stop payment order within 14 days of your oral notification. If so, we will inform you of this requirement and the address where confirmation must be sent when you provide us with oral notification of a stop payment. Any oral stop payment you provide us ceases to be binding after 14 days if you fail to provide the required written confirmation as we may request. The Periodic Statement concerning your Account constitutes written notice to you of the amount of funds and date of transfer for each such pre-authorized payment on your Account.

**20. ARBITRATION.** PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES.

**Agreement to Arbitrate.** Either you or we may, without the other's consent, elect mandatory, binding arbitration for any claim, dispute, or controversy between you and us (called "Claims").

#### **Claims Covered.**

- **What Claims are subject to arbitration?** All Claims relating to your Account, a prior related account, or our relationship are subject to arbitration, including Claims regarding the application, enforceability, or interpretation of this Agreement and this arbitration provision. All Claims are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and Claims made independently or with other claims. A party who initiates a proceeding in court may elect arbitration with respect to any Claim advanced in that proceeding by any other party. Claims and remedies sought as part of a class action, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis.
- **Whose Claims are subject to arbitration?** Not only ours and yours, but also Claims made by or against anyone connected with us or you or claiming through us or you, such as a co-applicant or authorized user of your account, an employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy.

- **What time frame applies to Claims subject to arbitration?** Claims arising in the past, present, or future, including Claims arising before the opening of your account, are subject to arbitration.
- **Broadest interpretation.** Any questions about whether Claims are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. This arbitration provision is governed by the Federal Arbitration Act (the "FAA").
- **What about Claims filed in Small Claims Court?** Claims filed in a small claims court are not subject to arbitration, so long as the matter remains in such court and advances only an individual (non-class, non-representative) Claim.

#### **How Arbitration Works.**

- How does a party initiate arbitration? The party filing arbitration must choose one of the following arbitration firms and follow its rules and procedures for initiating and pursuing arbitration: American Arbitration Association or JAMS. Any arbitration hearing that you attend will be held at a place chosen by the arbitration firm in the same city as the U.S. District Court closest to your then current billing address, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the two arbitration firms and forms and instructions for initiating arbitration by contacting them as follows:

**American Arbitration Association**  
**225 North Michigan Avenue, Suite 2527**  
**Chicago, IL 60601-7601**  
**Web site: [www.adr.org](http://www.adr.org)**

**JAMS**  
**1920 Main Street**  
**Irvine, CA 92614**  
**Web site: [www.jamsadr.com](http://www.jamsadr.com)**

At any time you or we may ask an appropriate court to compel arbitration of Claims, or to stay the litigation of Claims pending arbitration, even if such Claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Even if a party fails to exercise these rights at any particular time, or in connection with any particular Claims, that party can still require arbitration at a later time or in connection with any other Claims.

- **What procedures and law are applicable in arbitration?** A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least 10 years experience or a retired or former judge, selected in accordance with the rules of the arbitration firm. The arbitration will follow procedures and rules of the arbitration firm in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Agreement, in which case this Agreement will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege recognized at law, and will have the power to award to a party any damages or other relief provided for under applicable law. You or we may choose to have a hearing and be represented by counsel. The arbitrator will make any award in writing and, if requested by you or us, will provide a brief statement of the reasons for the award. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the Claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute.
- **Who pays?** Whoever files the arbitration pays the initial filing fee. If we file, we pay; if you file, you pay, unless you get a fee waiver under the applicable rules of the arbitration firm. If you have paid the initial filing fee and you prevail, we will reimburse you for that fee. If there is a hearing, we will pay any fees of the arbitrator and arbitration firm for the first day of that hearing. All other fees will be allocated as provided by the rules of the arbitration firm and applicable law. However, we will advance or reimburse your fees if the arbitration firm or arbitrator determines there is good reason for requiring us to do so, or if you ask us and we determine there is good reason for doing so. Each party will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.
- **Who can be a party?** Claims must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If you or we require arbitration of a Claim, neither you, we, nor any other person may pursue the Claim in arbitration as a class action, private attorney general action or other representative action, nor may such Claim be pursued on your or our behalf in any litigation in any court. Claims, including assigned Claims, of two or more persons may not be joined or consolidated in the same arbitration. However, applicants, co-applicants, authorized users on a single account and/or related accounts, or corporate affiliates are here considered as one person.
- **When is an arbitration award final?** The arbitrator's award is final and binding on the parties unless a party appeals it in writing to the arbitration firm within fifteen days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration firm. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated for arbitration before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days have passed. A final and binding award is subject to judicial review and enforcement as provided by the FAA or other applicable law.

**21. MISCELLANEOUS.**

- (a) If any provision of the Agreement is determined to be unlawful or unenforceable for any reason, the remainder of the Agreement will remain enforceable;
- (b) We can choose not to exercise or to delay enforcement of our rights without losing any of them;
- (c) We may send Account materials (Cards, Periodic Statements and notices) to any person listed on your Account, and that person will be responsible for delivering those materials to the other person authorized to use your Account. Notice to any one of you will be considered notice to all of you;
- (d) Cards are issued with an expiration date. We have the right not to renew your Account. Without limiting our rights provided in the section of this Agreement entitled "Default," we have the right to revoke the privilege attached to any or all cards, cancel the Cards and terminate this Agreement as to future Purchases, Balance Transfers or Cash Advances at any time for any reason, unless otherwise prohibited by applicable law. All Cards are our property. You agree to immediately surrender all Cards to us or our designee upon demand;
- (e) We may sell, assign or transfer your Account or any portion of it without notice to you. You may not sell, assign or transfer your Account without first obtaining our prior written consent;
- (f) If there is a credit balance on your Account or you make an overpayment which creates a credit balance, we will apply it to future amounts owed. If you ask, we will refund any credit balance greater than \$1.00, and in any event we will refund any credit balance greater than \$1.00 no later than 180 days from the date the credit balance was created; and
- (g) If you move, you agree to notify us of your new address in writing. Otherwise, we may send monthly Periodic Statements and other notices to you at the address shown for you in our files.

Information contained in this Agreement is current as of the printing date shown, and is subject to change. You may write to us at **Bancard Services, PO Box 3038, Evansville, Indiana 47730-3038** for changes since this document was printed.

## 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:

Bancard Services  
PO Box 3038  
Evansville, Indiana 47730-3038

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:

Bancard Services  
PO Box 3038  
Evansville, Indiana 47730-3038

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.