

## PRICING DISCLOSURES

These Pricing Disclosures are part of the Cardholder Agreement.

| Interest Rates and Interest Charges                            |  |
|--|--|
| Annual Percentage Rate (APR) for Purchases                     | <b>34.99%</b>  |
| APR for Cash Advances  | <b>34.99%</b>  |
| Paying Interest  | Your due date will be a minimum of 21 days after the close of each billing cycle. We will not charge interest on new purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances on the post date. |
| Minimum Interest Charge  | If you are charged interest, the charge will be no less than \$1.00.   |
| Credit Card Tips from the Consumer Financial Protection Bureau | To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .         |

| Fees                        |   |
|-----------------------------|---|
| Set-Up and Maintenance Fees | <b>Notice:</b> The Annual Fee will be assessed before you begin using your card and will reduce the amount of credit you initially have available. Based on your initial credit limit of \$300.00, your initial available credit will only be \$225.00.<br><br>You may still reject the plan, provided that you have not yet used the account or paid a fee after receiving a billing statement. If you reject the plan, you are not responsible for any fees or charges. |
| Program Fee                 | <b>\$95.00</b> (one-time fee).  |
| Annual Fee                  | <b>\$75.00</b> for first year<br>After that, <b>\$48.00</b> annually.   |
| Monthly Servicing Fee       | <b>None</b> for first year (introductory)<br>After that, <b>\$99.00</b> annually (\$8.25 per month).  |
| Transaction Fees            |   |
| Cash Advance Fee            | <b>None</b> for first year (introductory). After that, either <b>\$10.00</b> or <b>3%</b> of the amount of each cash advance, whichever is greater.   |
| Penalty Fees                |   |
| Late Payment Fee            | Up to <b>\$41.00</b>  |
| Returned Payment Fee        | Up to <b>\$41.00</b>  |

**How We Will Calculate Your Balance:** We use a method called “Average Daily Balance (including new purchases).” See your cardholder agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is included in the cardholder agreement and on the back of your monthly billing statement.

### Additional Information Regarding Program Fee

We require a one-time up front Program Fee of \$95.00 to be paid in full before your Account is opened. Once we have received and processed your payment of the Program Fee, your Account will be opened and you may activate and begin using your Card. Refer to the Section entitled “Refund Disclosure” for additional information.

## Additional Information Regarding Interest Charges and Other Fees

Your Account is subject to the following Interest Charges and Fees, each of which will be charged to your Account as a Purchase for the purpose of calculating Interest Charges:

### **Interest Charges:**

**Paying Interest Charges.** You agree to pay us Interest Charges on your Account as described herein. Subject to any grace period for new Purchases as described in the next section, Interest Charges will be imposed beginning the date a Purchase or Cash Advance is posted to your Account and will continue to accrue until payment is posted.

**How to Avoid Paying Interest Charges on New Purchases (Grace Period).** If you paid the New Balance on your prior monthly billing statement by the due date shown on that billing statement, we will not impose any Interest Charges on new Purchases, or any portion of a new Purchase, paid by the due date on your current monthly billing statement (which will be at least 21 days from the billing cycle closing date). New Purchases are Purchases that first appear on your current billing statement. Cash Advances are subject to Interest Charges from the date the transaction is posted to your Account. Unlike Purchases, this means there is no time in which you can pay the balance of Cash Advances in order to completely avoid Interest Charges on Cash Advances.

**Daily Periodic Rate and Corresponding ANNUAL PERCENTAGE RATE (APR).** Interest Charges for Purchases and Cash Advances are calculated at a daily periodic rate of 0.09585%, which is a corresponding **ANNUAL PERCENTAGE RATE (APR)** of 34.99%. We calculate the daily periodic rate by dividing the APR by 365. **Subject to any grace period, the APR applied to Purchases will be applied to Fees assessed to your Account.**

**How We Calculate Interest Charges** – We use the **Average Daily Balance Method (Including New Purchases)** to calculate the Interest Charges for each billing cycle. We calculate the **Interest Charges** separately on the Purchase balance and the Cash Advance balance that is subject to an APR. We figure the Interest Charges on the Purchase balance and Cash Advance balance by multiplying the **Average Daily Balance** for each balance by the **Daily Periodic Rate** that applies to that balance. We then multiply that amount by the number of days in the billing cycle. The result is the **Interest Charges** for that balance.

**How We Calculate Average Daily Balance** – We calculate the **Daily Balance** as follows: (1) we take the previous day's balance (which may include unpaid interest), (2) add new Purchases (including Fees and other charges) to the Purchase balance and Cash Advances to the Cash Advance balance, (3) add any interest accrued on the previous day's balance (this results in daily compounding of interest), and (4) subtract any payments or credits as of the date posted to your Account, and any other adjustments as of the day they are credited to your Account. We figure the **Average Daily Balance** (shown as the Balance Subject to Interest Rate on your statement) separately for Purchases and Cash Advances for each billing cycle. We do this by (A) adding up the **Daily Balances** for each balance type, and (B) dividing the result for each balance type by the number of days in the billing cycle. This gives us the **Average Daily Balance**. If a **Daily Balance** is negative, we treat it as zero.

**Minimum Interest Charge.** In any month in which an Interest Charge is due, if that Interest Charge is less than \$1.00, we may charge you a minimum Interest Charge of \$1.00. Notwithstanding the foregoing, during the first 12 months your Account is open, any Interest Charges assessed on your Account will be equal to the actual accrued interest.

### **Fees:**

**Annual Fee.** Your Account will be assessed an Annual Fee of \$75.00 when your Account is opened and \$48.00 every twelve months thereafter whether or not you use your Account. The Annual Fee is non-refundable except as provided in the Section below entitled "Refund Disclosure." Your payment of the Annual Fee does not affect our right to close your Account. The Annual Fee will not be billed to your Account after your Account is closed. The Annual Fee will be pro-rated based on when the Account is reopened and the Card is re-issued.

**Monthly Servicing Fee.** Your Account will not be charged a Monthly Servicing Fee for the first year (introductory) following Account opening. Each month thereafter, your Account will be charged a Monthly Servicing Fee of \$8.25 per month (\$99.00 annually). This fee will be billed until your Account is closed and the balance is \$20.00 or less.

**Cash Advance Fee.** In addition to the periodic Interest Charge we assess on Cash Advances, each time you obtain a Cash Advance, we will impose a transaction fee of \$10.00 or 3% of the amount of each Cash Advance, whichever is greater. Notwithstanding the foregoing, your Account will not be charged any Cash Advance fees for the first year (introductory) following Account opening.

**Late Payment Fee.** If we do not receive payment from you in at least the amount of your Total Minimum Payment Due by the due date shown on your monthly billing statement, you will be charged a Late Payment Fee. The fee will be the lesser of (a) \$30.00 if you did not incur a Late Payment Fee during any of the prior six billing periods; otherwise \$41.00, or (b) your past due Total Minimum Payment Due amount.

**Returned Payment Fee.** If any check or other item tendered in payment of the amount due on your Account is returned unpaid for any reason, you will be charged a Returned Payment Fee. The fee will be the lesser of (a) \$30.00 if you did not incur a Returned Payment Fee during any of the prior six billing periods; otherwise \$41.00, or (b) your past due Total Minimum Payment Due amount.

**Additional Card Fee.** If you authorize us to issue an additional Card for an Authorized User, an Additional Card Fee of \$29.00 will be imposed annually for each additional Card. This fee will be assessed at the time you request each Additional Card and annually thereafter following each anniversary date of your Account opening, whether or not the additional Card is used. This will reduce your initial available credit by the amount of the fee(s). The Additional Card Fee is non-refundable except as provided in the Section below entitled "Refund Disclosure." The Additional Card Fee will be pro-rated the first year based on when the additional Card is issued.

**Premium Plastic Card Design Fee.** If you choose to select a Premium Plastic Card Design, you authorize us to bill a one-time Premium Plastic Card Design Fee to your account. The cost of the selected card will be disclosed to you at the time you select it, however, will never exceed \$10.00. The Premium Plastic Card Design Fee is refundable if you request to cancel the Premium Card Design and notify us of your election within thirty (30) days or one billing cycle (whichever is less) after the fee appears on your monthly billing statement.

**Credit Limit Increase Fee.** After your Account has been open for at least one year, a fee of 20% of the amount of any increase in your credit limit may be charged to your Account as a Credit Limit Increase Fee. For example: if your credit limit is increased by \$100, a \$20.00 Credit Limit Increase Fee will be assessed, which will result in additional available credit of \$80.00 on your Account. This fee is automatically assessed upon your acceptance of each credit limit increase.

**Express Delivery Fee.** We impose a \$35.00 fee for the express delivery of your Card.

**Copying Fee.** If you request duplicates of any monthly billing statement or other document, a copying charge of \$3.00 may be imposed for each copy we provide, unless the request is made in connection with a bona fide billing error dispute.

## VISA® CARDHOLDER AGREEMENT

**THIS CARDHOLDER AGREEMENT CONTAINS AN ARBITRATION PROVISION. UNLESS YOU ACT PROMPTLY TO REJECT THE ARBITRATION PROVISION, IT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE, INCLUDING YOUR RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION.**

This cardholder agreement (“Agreement”) contains the terms and conditions under which The Bank of Missouri has agreed to establish a Visa credit card Account (“Account”) for you. The accompanying Pricing Disclosures are part of this Agreement. This Agreement contains our most current terms and supersedes any prior terms you may have received from us. Please read this Agreement carefully and retain it for your future reference.

**Acceptance of Agreement.** Use of the Card or Account by you or an Authorized User shall constitute your agreement to the terms and conditions of this Agreement. Whenever stated in this Agreement that we may take certain described actions, this permits us to do so at our sole discretion.

**Effective Date of Agreement.** Unless you are a resident of the State of New York, this Agreement is effective upon the earlier of (1) the first Purchase made or Cash Advance taken on your Account, and (2) the expiration of 30 days from the date we deliver this Agreement to you if you do not provide us written notice of your desire to cancel within this 30 days. If you are a resident of the State of New York, this Agreement is not effective until the first Purchase made or Cash Advance taken on your Account. In all cases, if any Fees are required to be paid prior to opening your Account, this Agreement will not be effective and your Account will not be opened until such Fees are paid in full. You are not obligated to pay any Fees or Interest Charges (other than any Fees required to be paid prior to opening your Account) until this Agreement is effective.

### Defined Terms

“**You**” and “**your**” mean each person who applied for the Account, each person to whom The Bank of Missouri issues a Card.

“**We**,” “**us**,” “**our**,” means The Bank of Missouri, St. Robert, Missouri, and our agents, authorized representatives, successors, and assignees or other holders of this Agreement or your Account.

“**Authorized User**” means anyone who uses a Card or your Account with your consent.

“**Card**” means any Visa credit card issued in connection with your Account, including all renewals and substitutions. It also means any other access device for your Account we give you that allows you to obtain credit, including any Account number.

“**Cash Advance**” means each of the following transactions: (a) a transaction drawing upon your Account using your Card and PIN (described below) at an ATM that bears the Visa® logo; (b) a transaction at any participating Visa® financial institution drawing upon your Account; (c) an electronic or other transfer of funds initiated by us, at your request (i.e., we sign the check as the drawer), drawing upon your Account; (d) use of a check provided by us (i.e., you sign the check as the drawer) drawing upon your Account; (e) a transaction and the fees associated with using your Card to purchase cash equivalents, including wire transfers, money orders, and travelers’ checks; and (f) any other method of obtaining a cash loan.

“**Fees**” means charges imposed on your Account as described in this Agreement that are not based on an Annual Percentage Rate.

“**Interest Charges**” means any charges to your Account based on the application of an Annual Percentage Rate.

“**New Balance**” means the outstanding balance of your Account at the end of any billing cycle.

“**Purchase**” includes (a) a transaction using your Card to purchase or lease goods or services from one who honors the Card; (b) any other Account related Fees; and (c) any other transaction that is not otherwise a Cash Advance.

Other important words used in this Agreement begin with capital letters. They are defined throughout this Agreement.

## Using Your Card

**Permitted Uses.** You may use your Card and your Account to make Purchases wherever your Card is accepted, provided your Account is in good standing and you have available credit. Each time you use your Card, either for a Purchase or a Cash Advance, you are requesting us to make a loan to you for the amount of the Purchase or the Cash Advance. If you use your Account number to make a Purchase or obtain a Cash Advance without presenting your Card (such as for a mail order, telephone or internet purchase), the legal effect will be the same as if you used the Card itself. Each Purchase and Cash Advance obtained will reduce the available credit under your credit limit until it is repaid in accordance with the terms of this Agreement.

**Cash Advances.** You may use your Card to obtain Cash Advances if your Account has been open for at least the later of ninety (90) days or three completed billing cycles, is not past due and you have available credit for Cash Advances. You may obtain Cash Advances from an Automated Teller Machine ("ATM") or through a bank teller. However, the total of your unpaid Cash Advances may not exceed one-half of your credit limit. Cash Advance amounts may also be subject to limits imposed by banks and ATM operators.

**Prohibited Uses.** You may not use your Card outside the United States, or to make a charge in a foreign currency. The Card may not be used for any illegal transactions. The Card may not be used for online gambling transactions or at an automated fuel pump. You further acknowledge that your Card will be for personal use and may not be used for business purposes. If you use, or allow someone else to use your Card or Account for any prohibited purpose, you will be responsible for such use and may be required to reimburse us for all amounts or expenses we pay as a result of such use.

**Card.** You agree to sign the back of the Card issued to you in connection with your Account immediately upon receipt. The Card is valid during the dates provided on the front. The Card is our property, and you will return it to us or destroy it if we ask.

**PIN.** Upon your request, you may be assigned a personal identification number ("PIN"). With a PIN, you may use your Card to obtain Cash Advances from an ATM. You should keep your PIN secure and not write it down, give it to anyone, or keep it with your Card. If you lose your Card or believe that someone has gained unauthorized access to your PIN, you must contact us immediately. You may request or change your PIN by calling us at (877) 259-3755.

**Credit Limit.** Your credit limit is the maximum amount of credit we have approved for your Account. Your credit limit will be disclosed to you when your Card is issued and will also appear on your monthly billing statement. You agree not to make any Purchase or obtain any Cash Advance that would cause the unpaid balance of your Account to exceed your credit limit. The total of your unpaid Cash Advances may not exceed one-half of your credit limit. You agree that we may change your credit limit at any time without affecting your obligation to pay the amounts you owe under this Agreement. At our sole discretion, we may honor Purchases or Cash Advances in excess of your credit limit without raising your credit limit. If we do, we may require you to pay us any amount over your credit limit immediately. If we have previously allowed your balance to exceed your credit limit, it does not mean that we will permit your balance to exceed your credit limit again. See the next section with respect to credit limit increases.

**Credit Limit Increases.** Through notification from us or upon your request, your Account may be reviewed for a credit limit increase after being open for at least twelve (12) billing cycles. If you accept a credit limit increase offer, a Credit Limit Increase Fee will be assessed to your account. Please refer to the Pricing Disclosures for more information about the Credit Limit Increase Fee. We reserve the right to decline your request for a credit limit increase in our sole discretion.

**Lost or Stolen Card; Liability for Unauthorized Use.** You will take reasonable steps to prevent the unauthorized use of your Card and Account. If your Card is lost or stolen, or you think someone used your Account without your permission, tell us immediately by notifying us by phone at (877) 259-3755 or in writing at PO Box 89028, Sioux Falls, South Dakota 57109-9028. You will not be liable for unauthorized use of your Card or Account. Certain exceptions apply. You agree to cooperate in our investigation of the unauthorized use and provide any information we deem necessary to our investigation. We will send you a new Card with a new account number to replace the Card that was lost or stolen. Although you will be issued a new account number, you will not be considered to have opened a new account, and any existing balance will be transferred to the replacement account. Please see "Your Billing Rights" section below for more details.

**Declines and Authorizations.** You agree that we shall have no liability if any merchant or bank refuses to honor your Card or Account number, if an ATM or other device fails to properly operate, or if services are unavailable due to circumstances beyond our control (such as system failures, fires, floods, natural disasters, or other unpredictable

events). Some transactions on your Account will require prior approval. These prior approvals are called “authorizations.” We may limit the number of authorizations we will give your Account during any certain period of time (day, weekend, week) and we may deny an authorization if we suspect that your Account is being used without your permission. If our authorization system is not working fully, we may be unable to give an authorization even though the transaction would not exceed your credit limit. For security reasons, we cannot explain the details of how the authorization system works. You agree that we will not be liable for failing to give an authorization. We are not obligated to honor every transaction, even if you have available credit. We may decline a transaction on your Account at our discretion for any reason including the following: because of operational considerations, because your Account is in default, or if we suspect fraudulent or unlawful activity. We are not responsible for any losses if a transaction on your Account is declined for any reason, whether by us or a third party, even if you have sufficient credit available. If the authorization is denied, we may notify the person who attempted the transaction that it has been refused. Transactions at some participating merchants (such as hotels, car rental companies, and restaurants) may result in authorizations for amounts greater than the actual purchase amount, which will have the effect of making less credit available on your Account for several days (usually until the date the actual purchase amount is received from the merchant).

**Authorized Users.** If another person is given access to your Account with your express or implied permission, notwithstanding the provision above, that person is an Authorized User, even if we did not issue an additional Card in the Authorized User’s name. At your request, and if we agree, we may issue an additional Card in the name of an Authorized User with your Account number. You will be responsible for all charges, Cash Advances, Interest Charges, Purchases and Fees incurred by any Authorized User. We are not required to try to obtain payment from any Authorized User before requiring payment from you. You and each Authorized User agree that we may report Account information to consumer reporting agencies in the names of both you and the Authorized User.

**Removing an Authorized User.** If you want to remove an Authorized User from the Account, you must contact us as provided on your monthly billing statement and request their removal. We will have a reasonable amount of time after your request to research the situation and remove them. You also must immediately destroy all Cards in their possession and cancel all of their billing arrangements to the Account. We will not do this for you. During this time, you still will be 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 upon request. We may close your existing Account and/or issue a new Card with a new Account number.

**Transactions Made in Foreign Currencies.** Although charges outside the United States or in a foreign currency are not allowed, if you make a charge in a foreign currency, the exchange rate for the transaction will be either (a) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (b) the government-mandated rate in effect for the applicable central processing date.

## Payments

**Your Promise to Pay.** You promise to pay to us all amounts advanced to you (including amounts advanced to any Authorized User) under this Agreement, plus all Fees and Interest Charges assessed on those amounts, and all other charges, costs, and fees which you incur under the terms of this Agreement.

**Total Minimum Payment Due.** You may pay any or all of the amounts you owe at any time without penalty, but you must pay at least the Total Minimum Payment Due each month on or before the due date in order to maintain your credit privileges. The “Total Minimum Payment Due” is comprised of the Monthly Payment plus any amount past due, as reflected on the monthly billing statement. If the New Balance shown on your statement is \$41.00 or less, the “Monthly Payment” is the New Balance. If the New Balance exceeds \$41.00, the Monthly Payment is the greater of (a) five percent (5%) of your New Balance at the end of the billing cycle (rounded up to the nearest dollar) or (b) \$41.00. The Total Minimum Payment Due may also include the amount by which your New Balance exceeds your credit limit (“Over Credit Limit Amount”). Failure to pay the Over Credit Limit Amount as requested on your monthly billing statement will not, by itself, cause your Account to be delinquent. The Total Minimum Payment Due is due by the due date shown on the monthly billing statement (the due date will be at least twenty-one (21) days from the billing cycle closing date) and payments must be made to The Bank of Missouri at the address shown on the monthly billing statement. Merchandise refunds, Fee or Interest Charge reversals or other credits to your Account will be applied towards your outstanding balance, but will not be treated as payments for purposes of satisfying your obligation to make the next Total Minimum Payment Due.

**Payment Instructions.** Payments received in Proper Form by 5:00 p.m. CST on a business day will be credited as of the date received. Payments received after 5:00 p.m. CST on a business day and payments made on a Saturday, Sunday, or bank holiday will be credited to your Account the next business day. We may, in our discretion, accept payments not

received in Proper Form, but crediting of such payments may be delayed up to five business days following receipt. Delayed crediting may cause you to incur a Late Payment Fee and additional Interest Charges. "Proper Form" means that a payment sent by mail or courier follows these guidelines:

- Payments must be sent to the address on the payment coupon of your monthly billing statement.
- Payments must be made by personal check, money order, cashier's check, or guaranteed funds (described below) in U.S. dollars payable to The Bank of Missouri.
- All checks or negotiable instruments must be drawn on a U.S. financial institution and contain proper signatures and consistent numeric and written amounts.
- Payments must not be in the form of cash or third-party checks.
- Your payment coupon must be included with your payment. If your payment coupon is not included, your name and account number must be printed legibly on your check or negotiable instrument.

Payments not made in guaranteed funds may not create available credit for up to fourteen (14) days to allow the payment to clear or even longer if circumstances warrant an additional hold, or if we deem ourselves at risk for any reason. Guaranteed funds that are accepted include payments in the form of bank or postal money orders, bank cashier's checks, and PayNearMe. This list may change. Please call customer service for a current list of payments accepted as guaranteed funds. Third-party payments are subject to review and may not immediately create available credit. At our discretion, we may accept late or partial payments, as well as payments that are marked "paid in full" or other restrictive endorsements, without losing any of our rights under this Agreement. You agree that we need not examine any payment check to confirm that it is not postdated, and that we may deposit any postdated check for payment to us on the day we receive it. Satisfaction of a debt for less than the full amount due or imposition of any other term or condition on us requires a written agreement, signed by our authorized representative. All written communications concerning disputed amounts, including a check or other payment instrument that (a) indicates that the payment constitutes "payment in full" or is otherwise tendered as full satisfaction of a disputed amount or (b) is tendered with other conditions or limitations, must be marked or delivered to us at the address for billing inquiries shown on your monthly billing statement, not at the payment address. You waive presentment for payment, protest, notice of non-payment and of protest, and agree to any extensions of time of payment and partial payment before, at, or after maturity. You may at any time pay more than your minimum payment or pay off your entire balance in full without any additional charge for prepayment. No matter how large your payment is in one billing cycle, you will need to make a payment in the following cycle if you have an outstanding balance. You are not authorized to use your available credit to make a payment on your Account and we may refuse such payments in our sole discretion. 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.

**How We Apply Payments.** Payments will be applied in a manner we determine in accordance with applicable law, and the application of payments may change from time to time.

**Credit Balances.** You may not maintain a credit balance on your Account. If payments cause a credit balance, your Account may be temporarily suspended and subject to further review. 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. You may contact us as provided on your monthly billing statement and request a refund of any available credit balance of \$1.00 or more. If you contact us in writing, we will refund your credit balance within 7 business days from our receipt of your written request. If you do not request a refund, we will apply credit balances to future amounts you owe us unless a refund is required by law.

**Electronic Check Presentment.** By sending us a check as payment, you authorize us to use information on your check to make a one-time electronic funds transfer from your account at the financial institution indicated on your check or to process the payment as a check transaction. When we use information from your check to make an electronic funds transfer, funds may be withdrawn from your bank account as soon as the same day we receive payment. If your check is processed electronically, your canceled check will not be returned to you by your financial institution. We will retain an image of your electronically processed check(s) as required by law. If requested prior to the time we are allowed by law to destroy electronically processed checks, we will provide you with a copy of your electronically processed check(s) upon your request.

## Monthly Billing Statements, Communications and Information About You

**Monthly Billing Statements.** We will send you a monthly billing statement at the end of each monthly billing cycle in which your Account has a debit or credit balance of more than \$1.00, if an Interest Charge has been imposed or if other Account activity has occurred. Your statement will arrive around the same time each month; however, we reserve the right to change the date of your billing cycle at any time to the extent permitted by law. The statements we send to you will reflect the activity and our Interest Charges, Fees and other charges on your Account during the immediately preceding monthly billing cycle. They will also show your Total Minimum Payment Due and the due date by which we must

receive payment. The information contained on the statement will be deemed to be correct unless you notify us in accordance with the Section below entitled “Your Billing Rights”.

**Description of E-Statements.** You may elect to have your monthly billing statements and other required disclosures accompanying your monthly billing statements (“E-Statements”) for your Account delivered to you electronically in place of paper disclosures. You may sign up for the E-Statement service or cancel the E-Statement service at any time by logging into your Account at [www.mycppay.com](http://www.mycppay.com). Your use of the E-Statement service will be subject to the additional terms and conditions presented to you at the time of your enrollment for E-Statements.

**Communication with You.** We may contact you from time to time regarding your Account. We (and our affiliates, agents and contractors) may contact you in any manner we choose to the extent allowed by applicable law. For example, we may contact you:

- (1) by mail, telephone, email, or text message;
- (2) by using an automated dialing or similar device (“autodialer”);
- (3) at your home and at your place of employment;
- (4) on your mobile, wireless or cellular telephone or similar device, which may result in charges to you;
- (5) at any time, including weekends and holidays;
- (6) with any frequency;
- (7) by leaving prerecorded and other messages on your answering machine/service and with others; and
- (8) by identifying ourselves, your relationship with us and our purpose for contacting you even if others might hear or read it.

We may monitor or record any conversation or other communication with you. Unless the law states we cannot, we may modify or suppress caller ID and similar services and identify ourselves on these services in any manner we choose. You also agree that we may contact you using phone numbers, addresses and email addresses we obtain from public and nonpublic databases we may lawfully access. Where allowed by law, we also may contact other individuals who may be able to provide updated employment, location, and contact information for you. Some of the legal purposes for calls and messages include: suspected fraud or identity theft; obtaining information; transactions on or servicing of your Account; collecting on your Account; and providing you information about certain products, services and promotions.

**Account Alert Service.** Through our Account Alert Service, we will send certain alerts about your Account. You expressly agree that we may send you Account Alerts through email messages, SMS text messages to mobile numbers you provide to us or any other means we may make available to you from time to time. You may adjust Account Alert and delivery preferences at any time by logging into your Account at [www.mycppay.com](http://www.mycppay.com). Account Alerts sent via SMS text messages can also be cancelled at any time by texting the reply “STOP” from your mobile phone. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation SMS text services. You agree that Account Alerts may not be encrypted, and may include your name and information pertaining to your Account. Receipt of any Account Alert may be delayed, or prevented by factors affecting your Internet service provider, phone operator, and other relevant entities. We offer Account Alerts solely as a convenience to you. We neither guarantee the delivery or the accuracy of the contents of any Account Alert. We will not be liable for losses or damages arising from (a) non-delivery, delayed delivery, or wrong delivery of any Account Alert; (b) inaccurate content in an Account Alert; (c) your use or reliance on the contents of any Account Alert for any purposes. We reserve the right to terminate any request from you for any Account Alert, at any time. The information in any Account Alert may be subject to certain time lags and/or delays. We may terminate or suspend the Account Alert Service at any time without notice.

**Your Consent for Calls and/or Text Messages to Your Mobile Phone.** When you give us or we obtain your mobile telephone number, you expressly agree that we (and our affiliates, agents and contractors) may contact you at this number using an autodialer and can also leave prerecorded and other messages, including text messages. We may do these things whether we contact you or you contact us. You agree you will be responsible for any fees or charges you incur as a result of incoming calls or text messages from us, from our affiliates or from any third party acting on behalf of us or our affiliates. You agree that your consent to receive these calls and/or text messages sent to your mobile phone may be revoked only by providing written notice of your revocation to us at the Notice address set forth below, and that such revocation notice will state your name, mailing address, specific telephone number(s) for which the revocation applies, and at least the last four digits of your Account number so that we may identify you and your Account.

**Visa Account Updater.** Accounts with Cards bearing the Visa logo are automatically enrolled in the “Visa Account Updater” feature required by Visa. This feature enables the electronic exchange of Account information between Visa and participating merchants to support payment continuity with credential-on-file merchants. Visa will securely provide updated credit card information when your Card is re-issued for any reason or is closed. To opt-out of the Visa Account Updater feature for your Account, if applicable, please contact us by calling the number on the back of your Card.



**Notices.** Any notice required to be provided to you under this Agreement shall be given to you at your residence address shown on our records and shall be effective when sent by first-class mail, unless otherwise required by Missouri law. You agree to advise us promptly of any change in your address. Any notice from you to us shall be sent to PO Box 89028, Sioux Falls, South Dakota 57109-9028 or to such other address as we may give you and shall be effective when received by us. We may, at our discretion, accept mailing address corrections from the United States Postal Service.

**Privacy Notice.** The privacy notice for The Bank of Missouri is provided separately in accordance with applicable law.

**Your Account Information.** We need current information about you to manage your Account. The information we need includes: (1) your legal name; (2) a valid U.S. mailing address and residential address (if different); (3) your email address; (4) your social security number or other government identification number; (5) your telephone number(s); and (6) your employment and income information. You are responsible for promptly notifying us when this information changes. We may require you to provide additional documents that are acceptable to us to verify this information or any changes. We maintain the right to restrict or close your Account if your information cannot be verified or if you do not provide additional information as requested.

**Credit Information.** We are entitled under applicable law, including the Fair Credit Reporting Act, to obtain information about you from a credit reporting agency and we may also verify your credit references and other information that you provide to us. We may obtain updated or additional information about you, including consumer reports, for any legitimate purpose including, but not limited to, the extension of credit to you or the review or collection of your Account. We may provide information about you and your Account to credit reporting agencies and others as provided in our privacy notice. Information we provide might appear on your and your Authorized Users' credit reports. This could include negative information if you do not comply with the terms of this Agreement.

## Your Contract With Us

**Amendment or Modification.** At any time and subject to applicable law, we may change or delete any term of, or add new terms to, this Agreement, including without limitation the Interest Charge, Annual Percentage Rate, Fees, Total Minimum Payment Due amount, and the Arbitration Provision. Unless prohibited by applicable law, these changed or new terms will apply to any Account balance outstanding on the effective date of the change and to all future balances. When required by applicable law, we will notify you in advance of any changes, deletions or additions. Our notice will tell you when and how the changes will take effect and describe any rights you have in connection with the changes.

**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 that apply to your Account as authorized by Missouri Revised Statutes Section 408.145.

**Default.** We may declare your Account to be in default upon the occurrence of any of the following events:

- (a) You fail to make any payment required under the terms of this Agreement when due;
- (b) You fail to comply with any of the terms and conditions set forth in this Agreement;
- (c) You exceed your credit limit;
- (d) You become incapacitated or die;
- (e) You provide us with false or misleading information or signatures in any respect;
- (f) We obtain information that causes us to believe that you may be unwilling or unable to pay your debts to us on time;
- (g) We in good faith deem The Bank of Missouri to be insecure or believe that the prospect of payment is impaired;
- (h) You file for bankruptcy;
- (i) You move out of the U.S. or you provide us with a non-U.S. mailing address.
- (j) You request an excessive number of replacement Cards.

Upon your default, we can suspend or terminate your ability to use your Card or Account, lower your credit limit, increase your Total Minimum Payment Due, demand the return of your Card(s), declare your entire balance immediately due and payable, initiate collection activity, continue to charge you Interest Charges and Fees as long as your balance remain outstanding, and exercise all other rights or remedies permitted by law, all without prior notice or demand except as required by law. You promise to pay any collection costs and attorneys' fees that we incur as a result of your default. Our failure to declare your Account in default does not excuse you from performing all of your obligations under this Agreement, nor shall such failure constitute a waiver of our rights to declare the Account in default and terminate your ability to use the Account and the Card at a later time or upon the occurrence of the same or

a different event of default. A negative credit report reflecting on your credit record may be submitted to one or more credit-reporting agencies if you fail to fulfill the terms of your credit obligations.

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

***We May Suspend or Close Your Account:*** We may close or suspend your Card or Account and require the return of your Card for any reason, including default, without notice to you except as may be required by applicable law. We may terminate your Account if you are or become a non-U.S. resident or a resident of New York, Wisconsin, or a U.S. territory. Sometimes we close accounts based not on your actions or inactions, but on our business needs. If we close your Account, we will not be liable to you for any consequences resulting from closing your Account or suspending your credit privileges.

***You May Close Your Account:*** You may cancel your Account at any time by notifying us by telephone or in writing.

If your Account is closed, you are still responsible for any amounts due on the Account pursuant to the terms of this Agreement and the Account will continue to accrue applicable Interest Charges and other Fees and charges until the Account is paid in full.

**Refund Disclosure.** We will refund your Program Fee and initial Fees (those Fees that are billed at the time of Account opening) if (1) you have not used your Card for a Purchase or Cash Advance; and (2) you have not made a payment on your Account after receiving a monthly billing statement. We will refund any partial payment of the Program Fee if you do not open your Account. If you later elect to close your Account and notify us of your election in writing within thirty (30) days or one billing cycle (whichever is less) after an Annual Fee appears on your monthly billing statement, the Annual Fee will be credited to your Account. Except as described in this paragraph, Fees are generally non-refundable. If you elect to cancel an additional Card and notify us of your election in writing within thirty (30) days or one billing cycle (whichever is less) after an Additional Card Fee appears on your monthly billing statement, the Additional Card Fee will be credited to your Account.

**Severability.** If any provision of this Agreement, including any portion of the Arbitration Provision set forth below, is determined to be invalid or unenforceable under any rule, law, or regulation, the validity or enforceability of any other provision of this Agreement shall not be affected, and in lieu of such invalid or unenforceable provision there shall be added automatically, as part of this Agreement, a provision as similar in terms as may be valid and enforceable, if possible. Notwithstanding the foregoing, if a class action litigation or a class-wide arbitration is permitted for any reason, either party may require that the entire Dispute, as defined in the Section entitled “Arbitration” below, be heard by a judge, sitting without a jury, under applicable court rules and procedures.

**Attorneys Fees and Costs.** Except as may be provided otherwise in this Agreement, you agree to pay all costs incurred by us, our successors or assigns, in collecting unpaid indebtedness or in enforcing this Agreement, including attorneys fees and costs, as well as those costs, expenses and attorneys fees incurred in appellate, bankruptcy and post-judgment proceedings, except to the extent such costs, fees or expenses are prohibited by law.

**No Waiver by Us.** Subject to applicable law, we reserve the right not to impose part or all of any Fee or other amount imposed pursuant to this Agreement or not to exercise any of our rights under this Agreement, and should we do so, we will not waive our right to impose such Fee or amount or exercise such right in the future.

**Assignment.** We may sell, assign or transfer all or any portion of your Account or any balances due under your Account without prior notice to or consent from you. You may not sell, assign or transfer your Card or your Account or any of your obligations under this Agreement. This Agreement will be binding on, and benefit, any of your and our successors and assigns.

**Entire Agreement.** This Agreement, together with your application, constitutes the final expression of the credit agreement between you and us relating to your Account and supersedes and may not be contradicted by evidence of any prior or contemporaneous oral credit agreement between you and us relating to your Account.

**No Warranties.** Except as otherwise provided in the section below entitled “Your Billing Rights,” we are not responsible for any claim you might have regarding the purchases of goods or services made with your Card.

**Merchant Refunds.** If you are entitled to a refund for goods or services purchased with your Card, you will accept these refunds as credits to your Account. We do not control when a merchant sends us your refund. We will also have a reasonable amount of time after we receive your refund to process it.

**READ THIS ARBITRATION PROVISION. UNLESS YOU ACT PROMPTLY TO REJECT THE ARBITRATION PROVISION BY OPTING OUT IN ACCORDANCE WITH PARAGRAPH b, CAPTIONED “OPT-OUT PROCESS,” THE ARBITRATION PROVISION WILL BE PART OF THIS AGREEMENT AND WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS, INCLUDING YOUR RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION, IN THE EVENT OF A DISPUTE.**

- a. **General:** This Arbitration Provision describes when and how a Claim (as defined below) may be arbitrated. Arbitration is a method of resolving disputes in front of one or more neutral persons, instead of having a trial in court in front of a judge and/or jury. It can be a quicker and simpler way to resolve disputes. Arbitration proceedings are private and less formal than court trials. Each party to the dispute has an opportunity to present some evidence to the arbitrator. The arbitrator will issue a final and binding decision resolving the dispute(s), which may be enforced as a court judgment. A court rarely overturns an arbitrator’s decision. As solely used in this Arbitration Provision, the terms “we,” “us” and “our” mean not just The Bank of Missouri but also our parent companies, wholly or majority-owned subsidiaries, affiliates, commonly-owned companies, successors, assigns and any of these entities’ employees, officers, directors and agents. For purposes of this Arbitration Provision, these terms also mean any other third party providing any goods and services in connection with your Account, servicing and collection of amounts due on your Account, if you name that third party as defendants in a single proceeding.
- b. **Opt-Out Process.** If you do not want this Arbitration Provision to apply, you may reject it by mailing us a written opt-out notice which contains your Account number, your name and address and a signed statement that you opt out of the Arbitration Provision of this Agreement. The opt-out notice must be sent to us by mail at The Bank of Missouri, PO Box 89028, Sioux Falls, SD 57109-9028. (You should retain a copy of your opt-out notice and evidence of mailing or delivery.) An opt-out notice is only effective if it is signed by you and if we receive it within thirty (30) days after the date we delivered this Agreement to you. Indicating your desire to opt-out of this Arbitration Provision in any manner other than as provided above is insufficient notice. However, your decision to opt out of this Arbitration Provision will not have any other effect on this Agreement and will not affect any other arbitration agreement between you and us, which will remain in full force and effect. If you don’t reject this Arbitration Provision, it will be effective as of the date you were approved for an Account.
- c. **What Claims Are Covered:** “Claim” means any claim, dispute or controversy between you and us that in any way arises from or relates to your Account, including disputes arising from actions or omissions on or prior to the date of this Agreement. “Claim” has the broadest reasonable meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based upon contract, negligence, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). Despite the foregoing, “Claim” does not include any individual action brought by you in small claims court or your state’s equivalent court, unless such action is transferred, removed, or appealed to a different court. In addition, except as set forth in the immediately following sentence, “Claim does not include disputes about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, this sentence, the prohibitions against class proceedings, private attorney general proceedings and/or multiple-party proceedings described in paragraph g, captioned “Prohibition Against Certain Proceedings” (the “Class Action Waiver”), or the last sentence of paragraph o, captioned “Severability,”); all such disputes are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of this Agreement as a whole is for the arbitrator, not a court, to decide.
- d. **Starting or Electing to Require Arbitration:** Either you or we may start an arbitration of any Claim or require any Claim to be arbitrated. Arbitration is started by initiating an arbitration or required by giving written notice to the other party requiring arbitration. This notice may be given before or after a lawsuit has been started over the Claim and may address any Claims brought in the lawsuit, provided that a party may not pursue a Claim in a lawsuit and then seek to arbitrate that same Claim unless the other party has asserted another Claim in the lawsuit or an arbitration. The notice may be in the form of a motion or petition to compel arbitration. Arbitration of a Claim must comply with this Arbitration Provision and, to the extent not inconsistent or in conflict with this Arbitration Provision, the applicable rules of the arbitration Administrator.
- e. **Choosing the Administrator:** “Administrator” means the American Arbitration Association (“AAA”), 1633 Broadway, 10th Floor, New York, NY 10019, [www.adr.org](http://www.adr.org); JAMS, 1920 Main St. at Gillette Ave., Suite 300 Irvine, CA 92614, [www.jamsadr.com](http://www.jamsadr.com), or any other company selected by mutual agreement of the parties. If AAA and JAMS cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court. The party asserting the Claim (the “Claimant”) may select the Administrator. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that purports to override the Class Action Waiver.

- f. ***Court and Jury Trials Prohibited; Other Limitations on Legal Rights:*** IF YOU OR WE ELECT TO ARBITRATE A CLAIM, YOU AND WE WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM. ALSO, YOUR AND OUR ABILITY TO OBTAIN INFORMATION FROM THE OTHER PARTY IS MORE LIMITED IN AN ARBITRATION THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.
- g. ***Prohibition Against Certain Proceedings:*** IF YOU OR WE ELECT TO ARBITRATE A CLAIM: (1) NEITHER YOU NOR WE MAY PARTICIPATE IN A CLASS ACTION IN COURT OR IN CLASS- WIDE ARBITRATION, EITHER AS A PLAINTIFF, DEFENDANT OR CLASS MEMBER; (2) NEITHER YOU NOR WE MAY ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN AN ARBITRATION; (3) CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND (4) THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION, OR MULTIPLE-PARTY ARBITRATION.
- h. ***Public Injunctive Relief.*** If a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action Waiver and/or elsewhere in this Arbitration Provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated.
- i. ***Location and Costs of Arbitration:*** Any arbitration hearing that you attend in person must take place at a location reasonably convenient to you, as determined by the arbitrator. Each Administrator charges fees to administer an arbitration proceeding and the arbitrator also charges fees. This includes fees not charged by a court. If either you or we require a Claim to be arbitrated, you may tell us in writing that you cannot afford to pay the fees charged by the Administrator and/or the arbitrator or that you believe those fees are too high. If your request is reasonable and in good faith, we will pay or reimburse you for all or part of the fees charged to you by the Administrator and/or arbitrator. Also, we will pay these fees if applicable law requires us to, if you prevail in the arbitration or if we must bear such fees in order for this Arbitration Provision to be enforced. We will not ask you to pay or reimburse us for any fees we pay the Administrator or arbitrator. We will bear the expense of our attorneys, experts and witnesses. You will bear the expense of your attorneys, experts and witnesses if we prevail in an arbitration. However, if you are the Claimant, we will pay your reasonable attorney, expert and witness fees and costs if you prevail or if we must bear such fees and costs in order for this Arbitration Provision to be enforced. Also, we will bear any fees and costs if applicable law requires us to do so.
- j. ***Governing Law:*** This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the "FAA"), and not by any state arbitration law. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply if the action were pending in court (including, without limitation, punitive damages, which shall be governed by the Constitutional standards employed by the courts). At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.
- k. ***Right to Discovery:*** In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the Administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under the arbitration rules of the Administrator. The arbitrator shall have discretion to grant or deny that request.
- l. ***Arbitration Result and Right of Appeal:*** At the timely request of either party, the arbitrator shall provide a written explanation for the award. Either party may appeal the arbitrator's decision within 30 days to a single arbitrator or a three-arbitrator panel selected in accordance with the Administrator's rules, which shall resolve the Claim without regard to the original decision. We will pay the entire cost of an appeal unless we are willing to have the appeal decided by a single arbitrator and you insist upon a three-arbitrator panel. In such event, you will be responsible for paying your portion of the difference in arbitration fees between a single arbitrator and a three- arbitrator panel, as determined by the panel. However, we will pay all costs to the extent required by law and/or required to enforce this Arbitration Provision. The original award or any subsequent award on the appeal described above shall be final and binding, subject to any further right to appeal provided by the FAA. The arbitrator's award may be entered by any court having jurisdiction.
- m. ***No Preclusive Effect.*** No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration Provision.
- n. ***Rules of Interpretation:*** This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. This Arbitration Provision also is binding upon and benefits us. This Arbitration Provision shall survive the repayment of all amounts owed under this Agreement, any legal proceeding and any bankruptcy,

to the extent consistent with applicable bankruptcy law. This Arbitration Provision survives any termination, amendment, expiration or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing. In the event of a conflict or inconsistency between this Arbitration Provision, on the one hand, and the applicable arbitration rules or the other terms of this Agreement, on the other hand, this Arbitration Provision shall govern.

- o. **Severability:** If any portion of this Arbitration Provision is deemed invalid or unenforceable, such a finding shall not invalidate any remaining portion of this Arbitration Provision, this Agreement, or any other agreement entered into by you with us. However, notwithstanding any language in this Arbitration Provision or this Agreement to the contrary, the Class Action Waiver is not severable from the remainder of this Arbitration Provision and, in the event that the Class Action Waiver is held to be invalid and unenforceable, and subject to any right of appeal that may exist with respect to such determination, any class action or representative proceeding shall be determined in a court of law and will not be subject to this Arbitration Provision.
- p. **Notice and Cure; Special Payment:** Prior to initiating a lawsuit or an arbitration proceeding under this Arbitration Provision, the Claimant shall give the other party or parties written notice of the Claim (a "Claim Notice") and a reasonable opportunity, not less than 30 days, to resolve the Claim. Any Claim Notice to you shall be sent in writing by mail to the address you have provided in your Card application (or any updated address you subsequently provide). Any Claim Notice to us shall be sent by mail to PO Box 89028, Sioux Falls, SD 57109-9028 (or any updated address we subsequently provide), attn: ARBITRATION. Any Claim Notice you send must identify yourself by including your name, address and Account number. Any Claim Notice must explain the nature of the Claim and the relief demanded. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. The Claimant must reasonably cooperate in providing any information about the Claim that the other party reasonably requests and must give the other party a reasonable opportunity to respond to the demand for relief. If: (i) you submit a Claim Notice in accordance with this paragraph on your own behalf (and not on behalf of any other party); (ii) we refuse to provide you with the relief you request; and (iii) an arbitrator subsequently determines that you were entitled to such relief (or greater relief), the arbitrator shall award you at least \$7,500 (not including any arbitration fees and attorneys' fees and costs to which you may be entitled).

## YOUR BILLING RIGHTS

### KEEP THIS NOTICE FOR FUTURE USE

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

### What To Do If You Find A Mistake On Your Monthly Billing Statement

If you think there is an error on your monthly billing statement, write to us at the address listed below. 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 first appeared on your monthly billing 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 billing 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 Charges 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 \$50.00 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 \$50.00. (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 Card for the Purchase. Purchases made with Cash Advances from an ATM or with a check that accesses your 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:

The Bank of Missouri  
PO Box 89028  
Sioux Falls, SD 57109-9028

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.

### **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 Consumer 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 Account up to the limit of the Account.

**Delaware Residents:** Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month.

**New York and Vermont Residents:** We may obtain a consumer report for any legitimate purpose in connection with your Account or your application, including but not limited to reviewing, modifying, renewing and collecting on your Account. Upon your request, we will inform you of the names and addresses of any Consumer Reporting Agencies that have furnished the reports. New York residents may contact the New York State Banking Department (1-877-226-5697) to obtain a comparative list of credit card rates, fees and grace periods. You may request written communication in an alternative format to accommodate a visual impairment by calling (877) 259-3755.

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

**Married Wisconsin Residents:** No provision of any marital property agreement, unilateral statement, or court order applying to marital property will adversely affect a creditor's interests unless prior to the time credit is granted, the creditor is furnished with a copy of the agreement, statement, or court order, or has actual knowledge of that provision.