ACCOUNT OPENING DISCLOSURES

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	**35.90%**
APR for Cash Advances	**35.90%**
Paying Interest	Your Payment Due Date is at least 25 days after the close of each Billing Cycle. We will not charge you any interest on purchases if you pay your entire Account balance by the Payment Due Date each month. We will begin charging interest on cash advances on the transaction date.
Minimum Interest Charge	None
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau a t http://www.consumerfinance.gov/learnmore.

Fees	
Set up and Maintenance Fees	NOTICE: Some of these set-up and maintenance fees will be assessed before you begin using your Card and will reduce the amount of credit you initially have available. Based on your Credit Limit of $750, your initial available credit will be $625 (or $585 if you choose to have an Additional Card and Premium Card). You may still reject this plan, provided that you have not yet used the Card or paid a fee after receiving a Monthly Billing Statement. If you do reject the plan, you are not responsible for any Fees or Other Charges.
• Annual Fee	**$125** annually
• Additional Card Fee	**$30** (one-time, if applicable)
• Premium Card Fee	**$9.95** (one-time, if applicable)
Transaction Fees	
• Cash Advance	Either **$10** or **3%** of the amount of each Cash Advance, whichever is greater.
• Foreign Transaction	**3%** of each transaction in U.S. dollars.
Penalty Fees	
• Late Payment	Up to **$41**
• Returned Payment	Up to **$41**

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)." See **INTEREST CHARGES** below for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your Cardholder Agreement.

CHARGES AND FEES

INTEREST CHARGES:

Periodic Rates.

INTEREST CHARGES for Purchases (as defined below) and Cash Advances (as defined below) are calculated at a monthly periodic rate of 2.9917%, which is equivalent to an **ANNUAL PERCENTAGE RATE** ("APR") **of 35.90%.** Purchases are everyday transactions on your Account related to buying goods and services on credit. A Cash Advance is a withdrawal of cash against your credit card.

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 25 days from the Billing Cycle closing date). New Purchases are Purchases that first appear on your current Monthly Billing Statement. Cash Advances are subject to Interest Charges from the date the transaction is posted to your Account. Unlike with Purchases, there is no time in which you can pay the balance of Cash Advances in order to completely avoid Interest Charges on Cash Advances.

Monthly Periodic Rate and Corresponding ANNUAL PERCENTAGE RATE (APR). Interest Charges for Purchases and Cash Advances are calculated at a monthly periodic rate of 2.9917% which is a corresponding **ANNUAL PERCENTAGE RATE (APR)** of 35.90% We calculate the monthly periodic rate by dividing the APR by 12 months.

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 **Monthly Periodic Rate** that applies to that balance.

How We Calculate Average Daily Balance for Purchases – We calculate the Average Daily Balance on Purchases as follows: (1) we take the previous day's balance of Purchases (including unpaid Interest Charges and Fees and Other Charges), (2) add any New Purchases (including Fees and Other Charges) as of the date of transaction and (3) subtract the applicable portion of any payments or credits as of the transaction date. This gives us the balance for Purchases. Then we add all of these daily balances for the Billing Cycle together and divide by the number of days in the Billing Cycle. This gives us the Average Daily Balance for Purchases. If a Daily Balance is negative, we treat it as zero.

How We Calculate Average Daily Balance for Cash Advances - We calculate the Average Daily Balance on Cash Advances as follows: (1) we take the previous day's balance of Cash Advances (including unpaid Interest Charges and Fees and Other Charges), (2) add new Cash Advances (including Fees and Other Charges) to the Cash Advance balance, and (3) subtract any payments or credits as of the transaction date. This gives us the balance for Cash Advances. Then we add all of these daily balances for the billing cycle together and divide by the number of days in the Billing Cycle. This gives us the Average Daily Balance for Cash Advances. If a Daily Balance is negative, we treat it as zero.

We figure the Average Daily Balance (shown as the Balance Subject to Interest Rate on your Monthly Billing Statement) separately for Purchases and Cash Advances for each Billing Cycle.

FEES AND OTHER CHARGES:

Your Account is subject to the following Fees and Other Charges, each of which may be charged to your Account:

Cash Advance Fee. In addition to the Interest Charge on Cash Advances, your Account will be assessed a Cash Advance Fee of either $10 or 3%, whichever is greater, for each Cash Advance posted to your Account that month. **NO CASH ADVANCES ARE PERMITTED DURING THE FIRST 95 DAYS AN ACCOUNT IS OPEN.**

Additional Card Fee. Your Account will be assessed a one-time fee ("Additional Card Fee") of $30 for each Authorized User (as defined below, see **Your Responsibility for Authorized Users** section) you add to your Account.

Foreign Currency Transaction Fee. Your Account will be assessed a Foreign Currency Transaction Fee equal to 3% of any transaction made in a foreign currency that is converted to U.S. Dollars.

Annual Fee. Your Account will be assessed an Annual Fee of $125 ("Annual Fee"). The Annual Fee will be billed to your Account once the Account is opened, and on or about your anniversary date each year. Your payment of the Annual Fee does not affect our right to close your Account or our ability to limit transactions on your Account.

Annual Fee Renewal Refund Disclosure. We will refund the Annual Fee charged to your Account if you notify us, within 30 days from the date of the Monthly Billing Statement on which it appears, that you wish to close your Account.

Premium Card Fee. Your Account will be assessed a one-time premium card fee of $9.95 if you elect to receive a premium card.

Late Payment Fee. If we do not receive a payment from you in at least the amount of the minimum payment due ("Minimum Payment Due") by the Payment Due Date shown on your Monthly Billing Statement, you will be charged a Late Payment Fee equal to the lesser of $30 or your Minimum Payment Due ("Late Payment Fee") in accordance with Applicable Law. If you fail to make a timely payment in any of the six (6) Billing Cycles after the initial late payment, you will be charged $41 or the amount of the required Minimum Payment Due, whichever is less, in accordance with Applicable Law.

Returned Payment Fee. If you make a payment on your Account and your check or other payment instrument (including an electronic funds transfer or a telephone authorized draft) is not honored for any reason or cannot be processed, we will charge a fee equal to the lesser of $30 or your Minimum Payment Due ("Returned Payment Fee"). In the event a payment is returned in any of the six (6) Billing Cycles after the initial returned payment, you will be charged $41 or the amount of the required Minimum Payment Due, whichever is less. The charge may be imposed even if we elect to re-present the item and it is paid upon our re- presentment. We will not charge both a Late Payment Fee and a Returned Payment Fee based upon a single payment. Please see the "Electronic Check Presentment" section below for further information.

Optional Expedited Service Fee: If you opt to call a live customer service representative by phone to make a payment that is credited to your Account the same day, or if the payment is received on a day that we do not receive payments, or after 5:00pm Eastern Time, and then credited to your Account on the next business day we receive payments, we may impose a fee ("Expedited Service Fee"). You will be informed of the exact amount of the Expedited Service Fee before you complete the transaction. If you choose to make a payment through a self-service method, including through the automated telephone system, online, via the mobile app or by mailing your payment, no Expedited Service Fee is imposed. In addition, Late Payment Fees may apply if your Account is past due.

OTHER IMPORTANT DISCLOSURES:

Authorization. You certify that all the information given in your application is true and correct and you are giving this information in order to obtain credit and authorize us to obtain information concerning any statements herein. You agree to furnish us with all requested information. You authorize us to charge the Annual Fee, Monthly Maintenance Fee, and Additional Card Fee (if applicable) to your Account.

THE BANK OF MISSOURI CARDHOLDER AGREEMENT

YOUR AGREEMENT WITH US

General Terms. This Agreement (defined below) covers the terms and conditions of your Card Account ("Account"). In this Agreement, "we", "us", and "our" refer to The Bank of Missouri as the issuer of the Account and each of its agents, authorized representatives, successors, and assignees. "Agreement" means this Cardholder Agreement. The words "you" and "your" mean the person who applied for the Account.

You agree to be bound by the following terms and conditions, which shall constitute an agreement between you and us. Furthermore, by accepting and activating the Account, you expressly agree to be bound by the provisions of this Agreement and the rates and charges for use of the Account, including as set forth under the "Charges and Fees" provisions, which are hereby expressly incorporated by reference into this Agreement.

Please read this Agreement carefully and save it for future reference. It contains important state and federal disclosures, including Regulation Z disclosures and disclosures regarding your rights in case of errors or inquiries about your bill and important provisions relating to arbitration and litigation.

Applicable Law.

This Agreement and your Account, and any claim, dispute or controversy (whether in contract, tort, or otherwise) at any time arising from or related 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 applying its choice-of-law rules), including Mo. Rev. Stat. § 408.145 ("Applicable Law"), except that the arbitration provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. For Maryland cardholders, to the extent not preempted by federal law or in the event Missouri law does not apply, we elect Sections 12-103(a)(1) and 12-501 *et seq.* of the Commercial Law. The formation, legality, enforceability, and interpretation of this Agreement, and any amounts contracted for, charged, and received under this Agreement, will be governed by such laws. This Agreement is entered into between you and us in Missouri, regardless of the state of your residence or whether or not your Account or Card is used in Missouri. Our decisions regarding the extension of credit to you are made in the State of Missouri. Federal and Missouri law will also apply to any controversy, claim, or dispute arising from or relating in any way to the subject matter of this Agreement and your Account, including, without limitation, statutory, equitable, and tort claims.

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To be provided with an oral disclosure of this information, please call toll-free 1-800-935-3808.

Effective Date: This Agreement is effective upon either your acceptance and use of the Card to make a Purchase or to receive a Cash Advance, or your payment of Interest Charges, or any Fees and Other Charges, whichever comes first. You may reject this Card, provided that you have not yet used the Card or paid Interest Charges, or any Fees and Other Charges after receiving a Monthly Billing Statement. If you reject the Card, you are not responsible for any Interest Charges, or any Fees and Other Charges. Notwithstanding anything to the contrary in this Agreement, if you are a resident of the State of New York, this Agreement is effective upon your acceptance and use of the Card.

Changes in Agreement Terms. At any time, subject to the limitations of Applicable Law, we may add, delete, or change any term of this Agreement, including the rate at which or manner in which Interest Charges, or Fees and Other Charges are calculated (the “Amendments”). We will give you advance written notice of any Amendment as required by Applicable Law. We may send this notice electronically as permitted by Applicable Law. If you have the right to reject an Amendment, we will notify you and tell you how to reject. If we change or amend the Arbitration Provision in the future, that Amendment will not apply to any litigation or arbitration between you and us that commenced prior to the effective date of the Amendment. If we increase your Fees or other terms of your Account, we will provide you with advance notice as required by Applicable Law, including the right to opt out of some of these Amendments. Your continued use of the Card to make a Purchase or to receive a Cash Advance, or your payment of Interest Charges, any Fees and Other Charges, whichever comes first, following the effective date of the Amendments constitutes your consent to, and acceptance of such Amendments.

Binding Effect. This Agreement is binding upon and enforceable against your heirs, legal representatives, and successors.

Severability. If any provision of this Agreement, including any portion of the Arbitration Provisions 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 Claim (as defined in the Arbitration Provision below) be heard by a judge, sitting without a jury, under applicable court rules and procedures.

Entire Agreement. This Agreement, together with your application for the Account, and if applicable, the Continental Credit Protection Addendum, constitutes the final and complete credit agreement between you and us relating to your Account and supersedes, and may not be contradicted by, evidence of any prior, contemporaneous, or subsequent oral credit agreement between you and us relating to your Account.

USING YOUR CARD

Sign Your Card. To avoid unauthorized use of your Card, please sign the back of your Card immediately.

General Use. You may use your Card and your Account to make Purchases if your Account is in good standing and you have available credit. Your Card and Account may be used only for valid and lawful purposes. If you or an Authorized User uses your Card and Account for any other purpose, you will be responsible for the use and may be required to reimburse us for all amounts or expenses we pay as a result of the use. No Cash Advances are permitted within the first ninety-five (95) days after an Account is open. After ninety-five (95) days have elapsed from Account opening, you may obtain Cash Advances (See Cash Advance Fee section). You may not use the Card or your Account for any illegal transaction or any gambling transaction. We will decline identifiable gambling transactions. We may impose restrictions on your Account at any time as determined to be necessary by us in connection with our efforts to detect fraud or unauthorized use, including restrictions on (a) the number of transactions allowed per day; (b) the dollar amount of transactions approved; (c) your ability to obtain Cash Advances; and (d) your ability to use your Card at an automated teller machine (“ATM”). If you provide your Account number to make a Purchase or obtain a Cash Advance without presenting your Card (such as for a mail order, telephone, or online purchase), the legal effect will be the same as if the Card were present.

You may also use your Card and a personal identification number (“PIN”) to obtain Cash Advances at an ATM, if we, at our option, allow you to select a PIN. ATM transactions are treated the same as Cash Advances. We may restrict your access to any ATM at any time. You should not keep your PIN with your Card. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately by following the procedures under the heading "Lost or Stolen Card."

Your Responsibility for Authorized Users. If another person is given access to your Account and/or Card 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 Cash Advances, Interest Charges, Purchases, and Fees and other Charges incurred by any Authorized User. We are not required to try to obtain payment from any Authorized User before requiring payment from you.

If you wish to remove an Authorized User from your Account, you must contact us either by telephone or in writing. You will still be responsible for payment of all Purchases, Cash Advances, Interest Charges, and any Fees and Other Charges incurred or obtained by the Authorized User. We may close your existing Account and issue you a new Card and Account number.

Lost or Stolen Card. 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: **Cardholder Services, P.O. Box 3220, Buffalo, NY 14240-3220**, or call us at **1-833-817-3433.**

You will not be liable for any unauthorized use.

Refusals to Honor Card/Rejection of Transactions. We are not responsible if any financial institution, merchant, or other person refuses to honor your Card. Except as otherwise required by Applicable Law or other applicable rules, we will not be responsible for merchandise or services purchased through your Card. Also, we may reject any transaction for any reason.

USING YOUR ACCOUNT

Accessing Your Credit Line. You can use the Card and your Account to make Purchases and obtain Cash Advances. Upon your request, you may be permitted to set a PIN of your choice. If a PIN is set, you may obtain a Cash Advance any time after ninety-five (95) days from Account opening, at any authorized ATM that bears the Mastercard® acceptance mark by using the Card and PIN. You should keep your PIN secure and not write it down, give it to anyone or keep it with your Card. Contact us immediately if someone has gained unauthorized access to your Card(s).

Understanding Your Credit Limit. Your "Credit Limit" is the maximum amount of credit we have approved for your Account. The amount of your Credit Limit is disclosed in the "Account Opening Disclosures" section of this Agreement and on your Monthly Billing Statements. You are responsible for keeping track of your Account balance and your Credit Limit. Your Account balance may not exceed your Credit Limit at any time. Decisions on Credit Limit Increases will be in accordance with federal law. See "Credit Limit Increase" below for further information. We reserve the right to approve or deny authorizations or transactions from any merchant at our sole discretion.

Network Outages. From time to time, due to circumstances beyond our control (such as fires, floods, earthquakes and other natural disasters and unpredictable events), our services may be unavailable. We will not be responsible or liable if this happens.

UNDERSTANDING YOUR PAYMENTS

Your Promise to Pay, Cut-Off Time, Form of Payments. You promise to pay to us all amounts advanced to you as a purchase or a cash advance (including amounts advanced for Authorized Users) under this Agreement, plus all Interest Charges, Fees and Other Charges assessed on those amounts which are applied to your Account. All payments must be made in U.S. dollars, and all checks or other items tendered in payment must be drawn on United States financial institutions. Payments must be mailed to the address for "Mail Payments To" shown on the Monthly Billing Statement and must be received no later than 5:00 p.m. Eastern Time on the date on which the payments are due.

Direct Debit. You may choose, subject to our approval, to make a payment by means of a direct debit or charge to any deposit, savings, or credit account of yours ("Payment Account"). By requesting that we process a payment by direct debit or charge to your Payment Account, you hereby authorize us, at our option, to debit your Payment Account by means of an electronic transaction or to submit a paper check or draft to your financial institution, consistent with your instructions.

Electronic Check Presentment. If you pay by check, you are authorizing us to use information on your check to make a one-time electronic debit from your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check; no additional amount will be added to the electronic debit. We will process your payment using the Automated Clearing House ("ACH") system. Electronically processed and/or presented checks (and checks presented electronically) are not returned to you by your financial institution, bank, or credit union. We will retain an image of your electronically processed check as required by Applicable Law. A copy of the check can also be retrieved by contacting your financial institution. Please contact the Customer Service Department at the telephone number on your Monthly Billing Statement to learn about other payment options.

Payment Due Date. The Payment Due Date will be at least twenty-five (25) days after the Billing Cycle closing date ("Payment Due Date"). Payments will be credited to your Account as of the day of receipt if they are made in accordance with our instructions. Your Payment Due Date will be the same day each month. If the Payment Due Date falls on a weekend, holiday, or other day on which we do not receive payments, the Minimum Payment Due plus any other payment must be received no later than 5:00 p.m. Eastern Time on the next business day we receive payments.

Amount of Payment. You may pay any or all of the amounts you owe at any time without penalty, but you must pay at least the Minimum Payment Due each month on or before the Payment Due Date. See "Late Fees" and "Returned Fees" for further information.

Minimum Payment Due:

- If the New Balance shown on your Monthly Billing Statement is less than or equal to $45, the Minimum Payment Due equals the New Balance.

- If your New Balance exceeds $45, the Minimum Payment Due equals the greater of 5% of the New Balance, rounded up to the next whole dollar, or $45, plus any Late Payment Fee incurred from the previous Billing Cycle and assessed in the current Billing Cycle plus any past due amounts, not to exceed your Account balance.

Application of Payments. Subject to the requirements of Applicable Law, we generally apply credits and payments up to your Minimum Payment Due first to the balance with the lowest APR, and then to balances with higher APRs. We apply any part of your payments exceeding your Minimum Payment Due to the balance with the highest APR, and then to balances with lower APRs.

Availability of Credit and Payment Holds. Generally, payments are credited to your Account on the day they are received. Available credit created as a result of payments posted to your Account may not be available for up to seven (7) days or longer, if circumstances warrant an additional hold, or if we deem ourselves at risk for any reason. If you use a payment service provided by a third party to deliver your payment to us, that third party may charge you a fee for such service; such third party fees will not be billed to your Account. Credit to your Account may be delayed up to five (5) days if payment is (a) not received at the Payment Address or (b) not accompanied by the payment coupon portion of your Monthly Billing Statement. Delayed crediting may result in Late Payment Fees and additional Interest Charges and Fees and Other Charges being applied to your Card.

Irregular Payments and Delay in Enforcement, Waivers and Releases. We may accept late payments, partial payments, checks, and money orders marked "paid in full" or language having the same effect, without losing any of our rights or legal defenses. 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 "Send Correspondence To" shown on your Monthly Billing Statement, not the "Mail Payments To" address. You waive presentment for payment, notice of non-payment, and you agree to any extensions of time of payment and partial payment before, at, or after maturity.

MONTHLY BILLING STATEMENTS, OTHER INFORMATION AND COMMUNICATION FROM US

When We Send Monthly Billing Statements. We will promptly send a Monthly Billing Statement at the end of each monthly Billing Cycle if your Account has a debit or credit balance greater than $1.00 or if an Interest Charge or Fee has been imposed.

Where We Send Your Monthly Billing Statement. We will send Monthly Billing Statements and any other notices to you at the address shown in our files. You agree to notify us promptly of any change in your address. We may accept address changes or corrections from the United States Postal Service. We may also mail Monthly Billing Statements and other communications to you at any address we determine to be an address at which you can receive mail. If you elect to receive Monthly Billing Statements and other communications electronically, we may send those Monthly Billing Statements and communications as directed by you.

Understanding Your Monthly Billing Statement. The Monthly Billing Statement will show the Previous Balance, Purchases, and Cash Advances posted during the Billing Cycle, any Interest Charges, Fees and Other Charges, and all payments, debits, and credits to your Account through the Billing Cycle closing date. It will also show, among other things, your New Balance, the Minimum Payment Due, and the Payment Due Date (which will be at least twenty-five (25) days after the Billing Cycle closing date and will be the same day every month).

You agree to review your Monthly Billing Statement promptly and to report any erroneous entries on such Monthly Billing Statement. You are obligated to report erroneous entries within 60 days after we mail or otherwise make the Monthly Billing Statement available to you. If you do not report the erroneous entries within this timeframe, the entries on your Monthly Billing Statement and the corresponding Account balance will be presumed to be correct. This means we will have no liability to you for transactions appearing on your Monthly Billing Statement. If you dispute a transaction made by you or someone else on your Account and we later credit your Account for all or part of the disputed amount, you will give up all of your rights against that other person. You also agree to give up any merchandise associated with the disputed transaction and to help us in our efforts to seek reimbursement (including, but not limited to, providing documents).

Your Consent to Automated-Dialer and Pre-recorded Calls and Text Messages. By providing us with a telephone number(s), at any time, you consent and authorize us to contact you regarding your Account at such number(s) using any lawful means of communication, including, but not limited to, calls placed to your cell, mobile or other phone using an automated dialing service, pre-recorded messages or text messages. Standard text messaging and/or calling charges imposed by your provider may apply. If you provide a telephone number(s) for which you are not the subscriber, you understand that you shall indemnify us for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us attempting to contact you at the number(s). You do have the option to opt out of receiving communications at that number any time thereafter by contacting us at the customer service telephone number provided on your Monthly Billing Statement or sending written notice to us to the following address: Cardholder Services, P.O. Box 3220, Buffalo, NY 14240-3220. You must retain proof of delivery. If you send communications to any other address, we may not process your request.

E-mail. By providing us with your e-mail address, you agree to receive correspondence electronically from us and our affiliates and service providers. We may communicate with you by e-mail for any lawful or business purpose.

Call Monitoring/Recording. We may monitor and record any calls between you and us. You authorize us and any third party servicing your Account to listen to and record telephone calls with you to evaluate the quality of service or for any other lawful purpose, as permitted under Applicable Law.

Notices. We may send any notices to the address you gave us, or, if you have agreed, by email to the address you gave us. If you have multiple addresses, we will send notices to only one such address. We consider a notice sent as soon as we mail it. We consider an electronic notice sent as soon as we email it, unless we receive notification that the email was undeliverable.

DEFAULT PROVISIONS

Events of Default. You will be in default of this Agreement if any of the following occur on this or any other Account you have with us:

You do not pay at least the Minimum Payment Due on your Account on or before the Payment Due Date.

- You die or become legally incompetent.
- A bankruptcy or other insolvency proceeding is filed by or against you.
- You exceed or attempt to exceed your Credit Limit.
- You provide us with or have provided us with false or misleading information or signatures at any time.
- You fail to comply with this Agreement.
- You fail to make any payment or perform any promise in any agreement or obligation you have with us.
- Any judgment, lien, attachment, or execution is issued against you or your property.
- You request an excessive number of replacement Cards.
- We reasonably believe you will not pay amounts owed to us for any reason.
- You permanently reside outside of the United States.

If You Are In Default: Upon your default of this Agreement, we have all remedies provided by law including, without limitation, and without prior notice or demand (except as required by Applicable Law), the right to:

- Deny use of your Account.
- Close or refuse to renew your Account.
- Demand the return of your Card(s).
- Declare your entire Account balance immediately due and payable.
- Increase your Minimum Payment Due.

- Initiate collection activity.
- Not replace your Card(s).
- Reduce your Credit Limit.
- Pursue any action against you permitted by law.

Collection Costs. To the extent permitted by law, you must pay all court and collection costs, including reasonable attorneys' fees that we incur as a result of your default. A contingency or hourly arrangement established by us with an attorney or collection agency to collect an Account in default is presumed prima facie reasonable.

CLOSING YOUR ACCOUNT

We May Close or Suspend Your Account. We may terminate your privileges under this Agreement or cancel or limit your privileges to make Purchases or obtain Cash Advances at any time, with or without cause, subject to applicable notice requirements.

You May Close Your Account. You may terminate your Account at any time by notifying us by telephone or in writing. Whether your Account was terminated by us or by you, you promise that any amounts that you owe us at the time of termination, plus any New Purchases or Cash Advances, as well as any Interest Charges, Fees and Other Charges that will continue to be imposed at the rates specified in this Agreement, will be repaid according to this Agreement. You agree that you will not try to make any Purchases or obtain Cash Advances after you have been notified that your privileges to use your Account have been canceled. You may terminate this Account at any time. In order to terminate your Account, you must either call us or give us written notice of your intent to terminate your Account at the address for "Send Correspondence To" shown on your Monthly Billing Statement and pay your outstanding Account balance in full. Your notice of termination will become effective as soon as we can reasonably act on it. If you request that we terminate your Account, but do not pay your outstanding Account balance in full, your credit privileges will be terminated.

Account Non-Use, Inactivity and/or Closure. In connection with the initial opening of your Account (but not in connection with renewing the Account or replacing Cards that have been used for transactions to the Account), if you have not made a payment, and either: (1) you do not activate your Card, or (2) you activate your Card but do not use your Account for a Purchase or Cash advance, we may unilaterally close your Account and terminate your right to use the Card or obtain credit, subject to any limitations under Applicable Law. If we close the Account in accordance with this paragraph, all Fees posted to your Account will be reversed.

Initial Fees Refund Disclosure. You may still reject this plan, provided that you have not yet used the Account or paid Interest Charges, Fees and Other Charges after receiving a Monthly Billing Statement. If you do reject the plan, you are not responsible for any Interest Charges, Fees and Other Charges.

OTHER TERMS AND CONDITIONS

Binding Effect Upon Death or Incompetency. If we pay a merchant or financial institution for a Purchase or post a Cash Advance to your Account before we receive actual written notice of your death or incompetence, or if we pay a merchant or financial institution for a Purchase made by you or post a Cash Advance taken by you prior to your death or incompetence, that transaction will be a valid and binding Account obligation upon you, your estate and your personal representatives.

Our Liability To You. Neither The Bank of Missouri nor any of its agents, authorized representatives, successors, and assignees will have any liability to you other than as provided in the Agreement and these terms and conditions. Unless imposed by Applicable Law, neither The Bank of Missouri nor any of its agents, authorized representatives, successors, and assignees will be liable for any indirect, punitive, incidental, special, or consequential loss or damages with respect to this Agreement.

Notices. We will send Monthly Billing Statements and any other notices to you at the address shown in our files. If you choose to receive Monthly Billing Statements electronically, we will send them and any other notices to you at the email address shown in our files. You promise to inform us promptly in writing of any change in your address or email address. Any written notice from you to us must be sent to us at Cardholder Services, P.O. Box 3220, Buffalo, NY 14240-3220 or to such other address as we may give you and shall be effective when received by us at such address. In determining your last known address, we can accept address corrections received from the U.S. Postal Service.

Credit Limit Increases. Through notification from us or upon your request, your Account may be reviewed for a Credit Limit Increase after your thirteenth (13^{th}) Monthly Billing Statement. If you qualify for and accept to receive a Credit Limit Increase, we may impose a fee for the Credit Limit Increase ("Credit Limit Increase Fee") upon approval. The amount of the Credit Limit Increase Fee will be disclosed to you at the time you request the Credit Limit Increase. Subject to Applicable Law, we reserve the right to decline your request for a Credit Limit Increase for any reason. In addition, we may elect to modify or discontinue the practice of granting Credit Limit Increases.

If you are approved for a Credit Limit Increase, use of your Card for any transactions after notification from us of your Credit Limit Increase is acceptance of the Credit Limit Increase and any associated Credit Limit Increase Fee.

You may cancel a Credit Limit Increase and avoid paying any associated Credit Limit Increase Fee by delivering written notice to Cardholder Services, P.O. Box 3220, Buffalo, NY 14240-322, or by calling Cardholder Services at 1-866-449-4514, provided that you exercise this right by midnight of the thirtieth (30th) day following our notice to you of your Credit Limit Increase. You waive your right to cancel the Credit Limit Increase and to a refund of any associated Credit Limit Increase Fee if you use your Card for any transaction after notification from us of your Credit Limit Increase, regardless of whether the new Credit Limit was reached.

Foreign Currency Conversion Rate. If you effect a transaction at a merchant that settles in a currency other than U.S. dollars, the transaction amount will be converted into U.S. dollars at a government-mandated exchange rate, or a wholesale exchange rate. The government-mandated exchange rate or wholesale exchange rate is the rate selected for the applicable currency on the day the transaction is processed, which may differ from that applicable to the date the transaction occurred or when it is posted to your Account.

Sale/Assignment/Transfer. We may sell, assign or transfer all or any portion of your Account or any Account balances due under your Account without prior notice to you. You may not sell, assign, or transfer your Card or your Account or any of your obligations under this Agreement.

Use of Information about You and Your Account. Because you applied for a Card, we are entitled under Applicable Law, including the Fair Credit Reporting Act, to obtain information about you from a credit reporting agency. 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, from time to time for any legitimate purpose including, but not limited to, the extension of credit to you or the review or collection of your Account. We will report late payments, missed payments, or other defaults on your Account to credit bureaus.

You understand to prevent the funding of terrorism and money laundering, the United States Government requires financial institutions obtain, verify, and retain certain cardholder information, such as your name, address, date of birth and other identifying information including your driver's license or other government-issued ID, to allow us to confirm your identity. We will retain this information. With respect to information about you and your Account that is covered by our privacy policy, we will use such information in accordance with the terms of the privacy policy.

How to Contact Us. For general inquiries and correspondence, we can be reached in writing at: **Cardholder Services, P.O. Box 3220, Buffalo, NY 14240-3220,** or you can call our Customer Service Department at **1-866-449-4514**. Automated Account information is available 24 hours a day, 7 days a week, and representatives are available Monday through Friday, 7am to 12 midnight Eastern Time; Saturday and Sunday 8am to 8pm Eastern Time.

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:

Cardholder Services
P.O. Box 3220
Buffalo, NY 14240-3220

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 Monthly Billing Statement, 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 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 Monthly Billing Statement 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 Monthly Billing Statement, and we may continue to charge you Interest Charges on that amount.

- While you do not have to pay the amount in question, you are responsible for the remainder of your Account 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 Charges, Fees or Other Charges 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, Fees, and Other Charges. We will send you a Monthly Billing 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 Monthly Billing Statement 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 Monthly Billing Statement. 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 Monthly Billing Statement 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 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 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:

Cardholder Services
P.O. Box 3220
Buffalo, NY 14240-3220

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. Each applicant may be liable for amounts extended under the plan to any joint applicant.

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

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

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 (1-800-342-3736) to obtain a comparative list of credit card rates, fees, and grace periods.

Ohio Residents. The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy 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. Married Wisconsin residents are required to contact us at P.O. Box 3220, Buffalo, NY 14240-3220 to provide the name and address of your spouse.

ARBITRATION PROVISION

PLEASE READ CAREFULLY: This Arbitration Provision (the "Provision") waives any right to file claims in court, other than a small claims court, or to participate in a class action or other consolidated proceeding.

CARDHOLDERS COVERED BY THE MILITARY LENDING ACT. Notwithstanding any other provision of this Agreement, if you are a "covered borrower" under the Military Lending Act, as defined in at 32 CFR § 232.3(g), the Arbitration Provision does not apply to you.

Unless you opt out of this Provision in the manner set forth below in subpart (p), any claim that arises out of or in any way relates to the Agreement, your Account, or this Provision (the "Claim(s)") shall be resolved exclusively by binding bilateral arbitration in accordance with the following:

a) This Provision is contained in a contract evidencing interstate commerce and is governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16.

b) Arbitration in accordance with this Provision shall be conducted by the American Arbitration Association ("AAA") by a single arbitrator (the "Arbitrator") using the applicable rules and procedures established by the AAA for expedited consumer arbitration. To the extent any of the AAA's rules and procedures contradict the express terms of the Provision, the Provision shall control, and the contradictory portions of the AAA's rules and procedures shall not apply.

c) The Arbitrator shall enforce the Applicable Law in the Agreement and shall honor applicable statutes of limitations and claims of privilege. The Arbitrator may award any relief available under Applicable Law.

d) You or we may choose to have a hearing, appear at any hearing by phone or other electronic means, and/or be represented by counsel. Any in-person arbitration hearing or proceeding shall be held in the same city as the U.S. District Court closest to your billing address unless you and we agree otherwise.

e) The Arbitrator has no authority to conduct class, joint, private attorney general or consolidated arbitration proceedings on any Claim and may award relief only on an individual basis. If you assert a Claim against us, we can choose to arbitrate. Claims brought as part of a class action, or any other representative action can be arbitrated only on an individual basis. If arbitration is chosen by any party, neither you nor we may pursue a Claim as part of a class action or other representative action. Claims of two (2) or more persons may not be combined in the same arbitration.

f) Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties. 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 Provision.

g) AAA rules and procedures applicable to fees shall determine the allocation of the initial filing fees for the arbitration. This subpart (g) shall not affect attorney's fees or costs, including witness or expert witness' fees or costs. You shall be responsible for your own attorney's fees and costs.

h) If permitted by Applicable Law, the Arbitrator may award reasonable attorney's fees and costs as well as reimbursement of other expenses to the party who substantially prevails in arbitration, and/or to the extent that the Arbitrator determines a party's claim or counterclaim was filed for purposes of harassment or is frivolous.

i) In the event the AAA or its rules and procedures are unavailable for any reason, you or we may ask a court to appoint a substitute Arbitrator to arbitrate under comparable rules and procedures. The unavailability of the AAA or its rules and procedures shall not render the Provision unenforceable.

j) The Provision covers any Claim arising out of or in any way relating to the Provision itself. All issues of arbitrability must be arbitrated, including but not limited to whether the Provision is enforceable or applicable.

k) The Provision remains in full force and effect unless you opt out of the Provision in accordance with subpart (p) or you and we otherwise agree in writing to set the Provision aside. The Provision survives, for example but without limitation, the cancellation or termination of the Agreement or your Account, the satisfaction of any obligations under the Agreement or your Account, the transfer, sale, or assignment of the Agreement or your Account or any rights under either, and the bankruptcy of any party.

l) Each of the following persons or entities is an intended beneficiary of the Provision and may enforce the Provision in full with respect to any claims between such persons or entities on the one hand and you on the other hand that arise out of or in any way relate to the Agreement or the Provision: Continental Finance and any of its or our past, present, and future employees, agents, principals, representatives, directors, officers, shareholders, governors, managers, members, parent companies, subsidiaries, affiliated entities, partners, licensees, attorneys, predecessors, successors, joint venturers, contractors, assigns, designees, servicers, and "service providers" (defined as any third party providing us or any of the foregoing entities or persons any goods or services that arise out of or in any way relate to the Agreement or the Provision).

m) The Provision may be enforced by or against any person or entity purporting to bring Claims on your behalf, including but not limited to any agent, representative, guardian, or trustee. The Provision may also be enforced by or against any person or entity who acquires any right or interest that, but for the transfer of the right or interest, would have belonged to us or an intended beneficiary of the Provision.

n) You and we shall retain the right to bring in the small claims court for the county of your residence any claims that are within the small claims court's jurisdiction. In the event of the foregoing, and pursuant to the applicable AAA Rules, you or we may instruct the Arbitrator to close the arbitration proceedings for the Claim to proceed in the small claims court for the county of your residence. Any appeal or other review of a small claims court judgment or order shall be undertaken exclusively by arbitration in accordance with the Provision.

o) If any part of the Provision is found unenforceable, subject to any rights to judicial and/or appellate review the offending part shall be severed and the balance of the Provision shall remain in effect and shall be construed in light of the express intent of you and us to resolve all claims on a bilateral basis in binding arbitration, except that: (1) if all or any portion of subpart (e) is declared invalid in a proceeding between you and us, without in any way impairing the right to appeal such decision, this entire Provision (other than this sentence) shall be null and void in such proceeding; and (2) if a Claim is brought seeking public injunctive relief and a court determines that the restrictions in subpart (e) or elsewhere in this 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.

p) **Right to Opt Out**: You may opt out of this Provision by sending written notice to us of your decision to opt out. Notice must be sent by United States Postal Certified Mail, Return Receipt Requested, to the following address: Cardholder Services, Attn: Arbitration Opt Out, P.O. Box 3220, Buffalo, NY 14240-3220. The notice must be postmarked no later than 30 days after the effective date of your Agreement. You must retain proof of receipt. An opt out notice sent to any other address will not be accepted or effective. Your opt out notice must not be sent with any other correspondence. Your opt out notice must state that you reject the arbitration Provision and include your name, address, Account number and personal signature. No one else may sign the opt out notice. Your opt out notice will not apply to the arbitration provision(s) governing any other account(s) that you have or had with us. Your decision to opt out will not affect our decision to continue to extend credit to you under the Agreement.

If your opt out notice complies with these requirements, this Provision will not apply to you, except for any Claims subject to pending litigation or arbitration at the time you send your opt out notice.

11/7/2024