

Yesterday, Today and Tomorrow... Your Bank for Life.

**Visa® Consumer Credit Card Cardholder Agreement**

This is the Agreement between Morrill & Janes Bank and Trust Company ("we", "our", or "us") and you concerning the Visa® Consumer Credit Card Account ("Account" or "Account Number") and the underlying individual Card(s) ("Card" or "Card Account" or "Card Number") we have issued to you and other Persons at your request. "Card Number" means the 16-digit number on the face of your Card, and could be different from your Account Number. In this Agreement, the words "you" and "your" mean the Person, and any joint applicant, who applied for the Visa Consumer Credit Card Account by completing an Account application, and all Persons to whom we issue Cards at your request, (collectively, the "Authorized Users"). You and we are sometimes collectively called the "Parties" and individually a "Party". "Person" means, as the context requires, a human being and/or any firm, corporation, partnership (including, without limitation, general partnerships, limited partnerships, and limited liability partnerships), limited liability company, joint venture, business trust, association or other legal entity other than us. For purposes of this Agreement, the following terms shall have the following meanings:

- "Retail Plan" or a "Retail Plan Transaction" or a "Retail Transaction" or a "Credit Purchase" or a "Purchase" means use of your Card or Card Number to purchase or lease goods and/or services;
- "Cash Plan" or a "Cash Plan Transaction" or a "Cash Transaction" or a "Cash Advance" means use of your Card or Card Number to obtain cash against your available Credit Limit;
- "Convenience Check Plan" or a "Convenience Check Transaction" means use of Convenience Checks (as defined in paragraph 1(f)) to purchase or lease goods and/or services;
- "Balance Transfer Plan" or a "Balance Transfer Plan Transaction" or a "Balance Transfer Transaction" or a "Balance Transfer" means the transfer of a balance owing from another credit card account to your Account with us;
- "Misc Plan" displays the "Annual Percentage Rate (APR)" for the Retail Plan or Cash Plan when that plan is not listed on the Monthly Periodic Statement (as defined in paragraph 5), and the Misc Plan is only for reference and will never maintain a balance, or be used to calculate FINANCE CHARGES;
- "FINANCE CHARGES" or "Interest Charged" or "Interest" means any fee representing the cost of credit, or the cost of borrowing (calculated using the methods described in paragraph 7).
- "Transaction" means an action that causes an addition to, or subtraction from, your Account balance;
- "Plan" or "Plans" means how certain Transaction balances are classified (Cash Plan, Retail Plan, Convenience Check Plan, or Balance Transfer Plan) for purposes of calculating FINANCE CHARGES and applying payments; and
- "Credit Limit" means the amount of credit we will extend to you under this Agreement.

We will inform you of your Credit Limit in a letter we will send to you if your application is approved (the "Approval Letter"). You will have accepted this Agreement when you activate any Card we have issued you by calling the activation telephone number included with the Card.

**1. Use of Account.**

- (a) You will not be able to perform a Transaction until you activate your Card.
- (b) You must sign your name on the signature panel on the back of your Card as soon as you receive it to protect you and us from claims of unauthorized use. You will be obligated to repay all Transactions initiated by any Person who uses your Card, Card Number, Convenience Check, or Account with your permission.
- (c) You may make Retail Transactions by using your Card or Card Number at merchants that accept Visa credit cards.
- (d) You may enter into Cash Transactions by using your Card or Card Number at Visa affiliated financial institutions, automated teller machines ("ATM"), and by other means permitted by Visa from time to time.
- (e) If you and we enter into a separate Visa overdraft financing agreement, you may use a Cash Transaction to pay overdrafts on the deposit accounts identified in such agreement.

- (f) We may, from time to time and in our discretion, provide checks to you which allow you to access your available Credit Limit by writing a check ("Convenience Checks").
- (g) We may, in our sole discretion, permit a Balance Transfer Transaction.
- (h) You agree that you will not use your Card, Card Number, or Convenience Checks:
  - i) if we or you have suspended or cancelled your Card or Account;
  - ii) after you report them as lost or stolen;
  - iii) after you file a petition for bankruptcy;
  - iv) if you do not honestly expect to be able to pay your Balance (as defined in paragraph 5(a)) in full; and
  - v) for any illegal purpose, such as illegal gambling.

**2. Convenience Checks.** Convenience Checks are available at our discretion. If we make Convenience Checks available, they may only be used by Persons whose names are pre-printed on them. Each Convenience Check must be completed and signed in the same way you complete a personal check.

- (a) We may refuse to pay a Convenience Check if:
  - i) it is postdated;
  - ii) the amount of the Convenience Check would, if paid, cause your New Balance (as defined in paragraph 5) to exceed your Credit Limit;
  - iii) it is signed by a Person whose name is not pre-printed on its face;
  - iv) we or you have terminated or suspended your Card or Account for any reason; or
  - v) you have reported that Convenience Check as lost or stolen.
- (b) At our election, we may pay or return postdated Convenience Checks without in either case waiting until the date shown on the Convenience Check.
- (c) You agree that we are not obligated to return cancelled Convenience Checks to you and that if you need evidence of payment represented by a Convenience Check, a photocopy or similar reproduction will be satisfactory for such purposes.
- (d) If you want to stop payment of a Convenience Check, you must contact us at the telephone number and address listed in paragraph 16. You must provide us with the check number, date transacted, dollar amount, and payee exactly as they appear on the Convenience Check on which you wish to stop payment (a "Stop Payment Order"). If your Stop Payment Order contains incomplete or incorrect information, you agree that we will not be responsible if we do not stop payment. You also agree that we will not be responsible for failing to stop payment if we do not receive your Stop Payment Order in time to give us a reasonable opportunity to take action before we are required by applicable law to pay or return the Convenience Check. Verbal Stop Payment Orders are valid for 14 calendar days. A Written Stop Payment Order is valid for 180 days unless you renew it in writing not less than two weeks prior to the end of that period.
- (e) If payment of a Convenience Check has been approved, refused, or stopped, you agree to hold us harmless and indemnify us for any losses, expenses and costs, including attorney's fees, incurred by you or us for allowing or preventing payment of such Convenience Check.

**3. Honoring of Card.**

- (a) You agree that we are not responsible for, nor will we incur any liability to you if:
  - i) a merchant refuses to honor your Card, Card Number, or Convenience Check,
  - ii) an ATM or other device does not accept your Card, Card Number, or Convenience Check, or
  - iii) we are unable to authorize or process a Transaction on account of a Force Majeure Event. "Force Majeure Event" means any cause beyond our absolute control, including without limitation, acts of God, acts of war, riot, earthquake, fire, explosion, natural disaster, flooding, embargo, sabotage, and any government law, ordinance, rule, regulation, order or action.
- (b) We may limit the number or aggregate dollar amount of Transactions you are permitted to initiate in a day, week, or Billing Cycle (as defined in paragraph 5) for security reasons. If we impose such limits, you agree that we will not be liable to you if we do not authorize or process Transactions in excess of those limits.
- (c) If you are in Default (as defined in paragraph 20), we may decline to authorize Transactions until such Default is cured.
- (d) You understand and agree that:

- i) if you wish to authorize a merchant to initiate recurring preauthorized Transactions, it is your responsibility to provide accurate information concerning your Account to the merchant;
  - ii) if you wish to terminate a preauthorized Transaction, it is your responsibility to (A) contact the merchant, and (B) check your Monthly Periodic Statements (as defined in paragraph 5) to confirm that the preauthorized Transaction was terminated;
  - iii) we will not be responsible to you for merchandise or services you purchase with your Card, Card Number, or a Convenience Check unless explicitly required by applicable law; and
  - iv) any refund, adjustment or credit allowed by a merchant (a "Credit Refund") shall not be by cash but rather by a credit advice to us which shall be shown as a credit on a Monthly Periodic Statement (as defined in paragraph 5).
4. **Promise to Pay.** You promise to pay for all Transactions, all Fees (as defined in paragraph 11), FINANCE CHARGES (calculated using the methods described in paragraph 7), and any other amounts that you are required to pay under this Agreement as and when they are due. When you use your Card, Card Number, or Convenience Checks, and whenever you authorize any Person to use them for any purpose, you represent to us that you have the intention and ability to pay for all Transactions initiated by you or that Person.
5. **Periodic Billing Statements.**
- (a) Approximately once each month ("Billing Cycle"), we will make available to you a statement ("Monthly Periodic Statement") on the last day of each Billing Cycle ("Closing Date" or "Statement Date") during which:
    - i) you have an outstanding debit or credit Balance,
    - ii) you initiate debit or credit Transactions,
    - iii) you make a Payment that brings your Balance to zero (\$0.00), or
    - iv) we have imposed a FINANCE CHARGE.

"Balance" means your New Balance (as defined in paragraph 5(b)) together with all Fees and FINANCE CHARGES that accrue thereon until the date on which our records reflect that you owe no amounts to us (no debit balance) and we owe no amounts to you (no credit balance).
  - (b) Each Monthly Periodic Statement will tell you, in addition to certain other information, (i) the Balance of your Account as of the Closing Date of the prior Billing Cycle (your "Previous Balance"), (ii) the amount of all Cash Plan Transactions, Convenience Check Plan Transactions, Retail Plan Transactions, Balance Transfer Plan Transactions, Credit Refunds, Fees (as defined in paragraph 11), Payments (as defined in paragraph 6), and FINANCE CHARGES posted to your Account during the current Billing Cycle, and (iii) the Balance of your Account as of the Closing Date of the Current Billing Cycle (your "New Balance").
  - (c) You promise to inform us promptly, in writing, if you change your address. If you do not promptly notify us of your address change, any notices and Monthly Periodic Statements we send to your old address before we have had a reasonable time to process your address change notice will still be valid, even if you do not receive them.
  - (d) It is your responsibility to be sure that you have received a Monthly Periodic Statement each month (you may not receive a Monthly Periodic Statement if none of the circumstances described in paragraph 5(a) occur). If you owe a debit Balance, you must pay your Minimum Payment even if you do not receive a Monthly Periodic Statement, unless we are prohibited from enforcing this provision by applicable law.
  - (e) We may provide annual statements (for review purposes only, not a Monthly Periodic Statement) to you which will identify Transactions according to merchant categories to help you with tax preparation and year end accounting.
6. **Minimum Payments.** You must pay the minimum payment amount specified on your Monthly Periodic Statement (the "Minimum Payment Due" or "Payment Amount Due" or "Minimum Payment") by the Payment Due Date (the "Due Date"). Minimum Payments, Excess Payments (as defined in paragraph 6(d)), and Full Payments (as defined in paragraph 6(d)) are sometimes called "Payments". Payments are applied in the manner stated in paragraph 14. You must pay the Minimum Payment amount to avoid being in Default. Each Monthly Periodic Statement will indicate the Minimum Payment amount and Due Date based on the following:
- (a) The Minimum Payment is due 25 days after the Closing Date ("Due Date").
  - (b) The Minimum Payment required is the New Balance if the New Balance is equal to or less than \$25.00.
  - (c) If the New Balance exceeds \$25.00, the Minimum Payment is 2.000% of that portion of the New Balance which does not exceed your Credit Limit (rounded up to the nearest dollar), or \$25.00, whichever is greater, plus the entire portion of any Over Limit Amount, plus all Fees then due and owing, plus any amount past due. "Over Limit Amount" means the amount by which your New Balance exceeds your Credit Limit at any time.
- (d) If the amount you pay is less than a Full Payment but more than the Minimum Payment (an "Excess Payment"), we will waive subsequent Minimum Payments for a period of time equal to the lesser of (i) three Billing Cycles, or (ii) the number of Billing Cycles with respect to which your Excess Payment will pay the then-due Minimum Payment in full. "Full Payment" means the amount necessary to pay your Account in full.
  - (e) You may at any time pay all or any part of your Balance without penalty.
7. **FINANCE CHARGES.** We will impose FINANCE CHARGES on your Account by applying the Monthly Periodic Rate (as defined in paragraph 8) to your Average Daily Balance (as defined in this paragraph under (a) for Cash Plan Transactions and under (b) for Retail Plan Transactions, Convenience Check Plan Transactions and Balance Transfer Plan Transactions). "Posting Date" is the date a Transaction is posted to your Account.
- (a) FINANCE CHARGE Calculation Method for Cash Plan Transactions (average daily balance including current Transactions). FINANCE CHARGES on Cash Transactions begin to accrue on the date you obtain a Cash Transaction (the "Transaction Date"), or the first day of the next Billing Cycle in which the Cash Transaction is posted to your Account, whichever date is later. There is no grace period. The Cash Plan FINANCE CHARGES for a Billing Cycle are computed by applying the Monthly Periodic Rate to the Cash Plan Average Daily Balance (as determined below). To calculate your "Cash Plan Average Daily Balance", we (i) take the beginning Balance of your Cash Plan Transactions on each day in the Billing Cycle (including the Closing Date), add new Cash Plan Transactions, and subtract any applicable Payments, Transaction Fees, and unpaid FINANCE CHARGES (the "Cash Plan Daily Balance"), and (ii) divide the total of the Cash Plan Daily Balances in the Billing Cycle by the number of days in the Billing Cycle.
  - (b) FINANCE CHARGE Calculation Method for Retail Plan Transactions, Convenience Check Plan Transactions and Balance Transfer Plan Transactions (average daily balance including current Transactions). If you pay the New Balance shown on a Monthly Periodic Statement in full by the Due Date, you will avoid incurring FINANCE CHARGES on Retail Plan Transactions, Convenience Check Plan Transactions and Balance Transfer Plan Transactions reflected on your Monthly Periodic Statement, and on any new Retail Plan Transactions, Convenience Check Plan Transactions and Balance Transfer Plan Transactions that appear on your next Monthly Periodic Statement. The grace period for that portion of the New Balance that is made up of Retail Plan Transactions, Convenience Check Plan Transactions and Balance Transfer Plan Transactions extends to the Due Date. The Retail Plan, Convenience Check Plan, and Balance Transfer Plan FINANCE CHARGES in a Billing Cycle are computed by applying the Monthly Periodic Rate to each Plan's Average Daily Balance (as determined below). To calculate a Plan's "Average Daily Balance", we (i) take the beginning Balance of your Retail Plan Transactions, Convenience Check Plan Transactions and Balance Transfer Plan Transactions on each day in the Billing Cycle (including the Closing Date), add new Retail Plan Transactions, Convenience Check Plan Transactions and Balance Transfer Plan Transactions, and subtract Payments, Credit Refunds, Transaction Fees, and unpaid FINANCE CHARGES (the "Plan Daily Balance"), and (ii) divide the total of the Plan Daily Balances in the Billing Cycle by the number of days in the Billing Cycle.
  - (c) Accrual of FINANCE CHARGES. If (i) you obtain a Cash Transaction, or (ii) the Payments and Credit Refunds posted to your Account during the 25 day period after the Closing Date of your prior Monthly Periodic Statement are less than the New Balance, then the next Monthly Periodic Statement will include FINANCE CHARGES. FINANCE CHARGES, at the Nominal Annual Percentage Rate ("APR") calculated in the manner set forth in paragraphs 8 through 10; begin to accrue on the date specified in paragraph 7(a) for Cash Plan Transactions, and on the Posting Date for Retail Plan Transactions, Convenience Check Plan Transactions and Balance Transfer Plan Transactions. FINANCE CHARGES will continue to accrue on the amount of your Payment until the date we post a Payment to your Account (subject to your ability to avoid certain FINANCE CHARGES by paying the New Balance in full as described in paragraph 7(b)).
8. **Periodic Rate.** The "Monthly Periodic Rate" is the APR divided by 12. The APR will be the Index Rate (as defined in paragraph 9) plus a Margin (as defined in paragraph 10). The APR may change (increase or decrease) on the first day of your Billing Cycle that follows each Index Rate Adjustment Date (as defined in paragraph 9) based on movements in the Index Rate. The "ANNUAL PERCENTAGE RATE (APR)" on the Monthly Periodic Statement may reflect Transaction Fees (as defined in paragraph 11), and should not be confused with the Nominal Annual Percentage Rate (defined in paragraph 7(c)) used to calculate FINANCE CHARGES.
9. **Index Rate.** The "Index Rate" is the interest rate designated as the prime interest rate in *The Wall Street Journal* ("WSJ") (the "Prime Rate") on 1/25, 4/25, 7/25, and 10/25, or the day immediately preceding those dates on which the WSJ is published, if the WSJ does not publish a Prime Rate on those

dates (each such date is an "Index Rate Adjustment Date"). The new Index Rate will take effect on the first day of your next Billing Cycle that follows an Index Rate Adjustment Date. If the APR increases, your Minimum Payment amount may increase and it will take you longer to pay what you owe in full. We use the Prime Rate solely as a pricing index and do not represent it to be the lowest or best interest rate available to any of our borrowers at any given time. If WSJ ceases to publish a Prime Rate, we may substitute another rate published in another publication or another index which we do not control as the Index Rate.

10. **Margin.** We will add a "Margin" to the Index Rate to calculate the APR for each Plan. The Margin for each Plan is shown on the Morrill & Janes Bank Consumer Visa® Credit Card Disclosure attached to this Agreement (the "Disclosure").
11. **Transaction Fees, Penalty Fees, and Additional Fees.** We will assess certain "Transaction Fees" against your Account as FINANCE CHARGES as more fully set forth in the Disclosure. We will also assess "Penalty Fees" and "Additional Fees" that are not included in the calculation of FINANCE CHARGES as set forth in the Disclosure. The Transaction Fees, Penalty Fees, and Additional Fees are sometimes collectively called "Fees".
12. **Currency Conversion and International Transactions.** When you use your Card or Account at a merchant that settles in currency other than U.S. dollars, the charge will be converted into the U.S. dollar amount. The currency conversion rate used to determine the Transaction in US dollars is either 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 the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the Transaction date or the Posting Date. Visa charges us a 0.8% international service assessment on all International Transactions, regardless of whether there is a currency conversion. If there is a currency conversion, the international service assessment is 1% of the International Transaction. In either case, the international service assessment is charged to you and appears as an "International TXN Fee" on your Monthly Periodic Statement. An "International Transaction" is a Transaction where the country of the merchant is outside the United States.
13. **Credit Limit.** You agree not to use your Card, Card Number, or Convenience Checks to obtain credit in excess of your Credit Limit. We are not required to authorize Transactions that will create an Over Limit Amount, but if we do, you agree to pay us the Over Limit Amount, plus applicable FINANCE CHARGES and Fees, immediately. If we do extend credit in excess of your Credit Limit, we are not obligated to do so in the future. We can increase or decrease your Credit Limit at any time. If we change your Credit Limit, we will notify you. We may notify you of Credit Limit changes on your Monthly Periodic Statement.

14. **Payments.**

- (a) **Payment Obligations.** All Payments must be made by cash, check, or money order in U.S. Dollars. Any check or money order used in Payment must be drawn on a financial institution located in the United States or its possessions. Payments must be accompanied by your Account number or payment stub accompanying your Monthly Periodic Statement. You may not use Convenience Checks, proceeds of other loans with us, or Cash Advances to make Payments to your Account. We can accept Payments that are late, are partial Payments, are made with other negotiable instruments, or are marked with restrictive endorsements such as "payment in full" without losing any of our rights under this Agreement. Payments received (i) at any of our locations by the close of business for such location or (ii) by U.S. Mail by 5:00 p.m. central time, will be credited to your Account as of the date we receive them, unless the Payment does not conform to the requirements in this paragraph 14(a). If we accept a Payment for an amount in excess of your New Balance, your Credit Limit will not be increased by the amount of such overpayment, nor shall we be required to authorize Transactions for an amount in excess of your Credit Limit.
- (b) **Payment Application.** We will apply Minimum Payments in the following order: FINANCE CHARGES on the Cash Plan, FINANCE CHARGES on the Retail Plan, FINANCE CHARGES on the Convenience Check Plan, FINANCE CHARGES on the Balance Transfer Plan, Transaction Fees, Penalty Fees, Additional Fees, Annual Fees (if any), previous cycle Cash Plan Transactions, previous cycle Retail Plan Transactions, previous cycle Convenience Check Plan Transactions, previous cycle Balance Transfer Plan Transactions, current cycle Cash Plan Transactions, current cycle Retail Plan Transactions, current cycle Convenience Check Plan Transactions and current cycle Balance Transfer Plan Transactions. To the extent required by applicable law, each time you make an Excess Payment, we will apply the Excess Payment amount to that component of your Balance on which the highest APR is assessed until it is paid in full. Thereafter, we will apply Excess Payments to the remainder of your Balance until it is paid in full. Credit Refunds are applied first to previous, then to current, cycle Retail Plan Transactions with any remainder applied as a Payment. We may, in our discretion, accept Payments that do not conform to the requirements as set out in your Monthly Periodic Statement. Payments and Credit Refunds posted after the Due Date, or that total less than the

New Balance, will reduce the Balance (and the Average Daily Balance) as of the date posted, but will not avoid a FINANCE CHARGE.

15. **Others Using Your Account.** If you allow a Person (including but not limited to an Authorized User) to use your Card, Card Number, or Convenience Checks, you understand and agree that you are obligated to pay for all Transactions initiated by such Person as well as all Fees associated with those Transactions, whether or not you notify us that they are authorized to use your Card, Card Number, or Convenience Checks. You may terminate a Person's right to use your Card, Card Number, or Convenience Checks by taking the following actions:
  - (a) Recover possession of the Card and any Convenience Checks in such Person's possession; and
  - (b) Notify us in writing that such Person's authority to use the Card, Card Number, and Convenience Checks is terminated, at which time such Person will be a "Terminated User".
16. **Unauthorized Use.**
  - (a) If your Card is lost or stolen, or if you think that someone is using your Card, Card Number, or Convenience Checks without your permission, notify us immediately, orally or in writing at:

Morrill & Janes Bank	Telephone Numbers
PO Box 5054	(605) 782-3504 Outside US
Sioux Falls, SD 57117	(866) 260-8708 Toll Free within US
  - (b) You may be liable for the unauthorized use of your Card, Card Number, or Convenience Checks that occurs prior to you notifying us of such use. You will not be liable for unauthorized use that occurs after you notify us, either by telephone or in writing, of the loss, theft, or possible unauthorized use of your Card, Card Number, or Convenience Checks and we have had a reasonable opportunity to act on such notice. In no event shall we be obligated to reissue a lost or stolen Card.
  - (c) You agree that we and our agents or service providers may monitor and/or record all telephone communications between you and us.
17. **Visa Zero Liability.** Subject to certain limitations set forth in this paragraph, Visa offers you protection for Fraudulent Transactions initiated on your Account (the "Visa Zero Liability Policy"). Your rights under the Visa Zero Liability Policy are in addition to any rights you have under applicable law, as stated in the billing rights statement beginning on page 7.
  - (a) **Limitations of Visa Zero Liability Policy.** The Visa Zero Liability Policy offers protection for Fraudulent Transactions, but does not offer protection for Unprotected Transactions. "Fraudulent Transactions" means Transactions initiated by a Person who obtains your Account Number, Card Number, or Card without your knowledge or consent. "Unprotected Transactions" means Transactions (i) initiated at ATMs, (ii) PIN Transactions not processed by Visa, (iii) Convenience Check Transactions, and (iv) Transactions by Authorized Users that exceed the authority you give them.
  - (b) **Notification.** You must give us notice (a "Zero Liability Notice") if Fraudulent Transactions appear on a Monthly Periodic Statement (a "Fraudulent Activity Statement") promptly after the Fraudulent Activity Statement is first made available to you. A Zero Liability Notice is promptly given if you provide it within a reasonable time after a Fraudulent Activity Statement is made available to you. You and we agree that a Zero Liability Notice given to us more than 60 days after a Fraudulent Activity Statement is made available to you is presumed not to be given within a reasonable time.
  - (c) **Timing of Provisional Credit.** We will give you provisional credit for any Fraudulent Transactions with respect to which you have given us a prompt Zero Liability Notice. We will generally make provisional credit available to you within 5 days after you give us a prompt Zero Liability Notice.
  - (d) **Our Provisional Credit Actions.** We may withhold, delay, limit, or rescind provisional credit if we conclude, after verification and investigation of your claim, account standing, and history, that (i) Fraudulent Transactions occurred on account of your gross negligence or fraud, and/or (ii) you did not promptly report unauthorized use of your Card, Card Number, or Convenience Checks as required in paragraph 16.
18. **Termination.** Either you or we may terminate or suspend your credit privileges under this Agreement at any time. To terminate your Account, or any Terminated User's Card or Convenience Checks, you must notify us in writing. Upon termination or suspension, you are still obligated to pay your Balance. If you or Terminated User continue to use a Card, Card Number, or Convenience Checks after you receive notice of termination or suspension from us and we pay a fee to a Person to recover such Card or Convenience Checks, the amount of that fee may be charged to your Account as a Credit Purchase, even after your Account has been closed.
19. **Other Loans You Have With Us; Right of Offset.** If you have other loans or credit extensions from us, or take out other loans or credit extensions from us in the future, collateral securing those loans or credit extensions will also secure your obligations under this Agreement. If you have executed a written agreement granting a security interest in any deposit accounts (checking,

savings, or money market accounts) or other funds held by us to secure your obligations under this Agreement, or any other agreement with us, such accounts and/or funds are additional collateral for your obligations to us arising from use of your Card, Account, or Convenience Checks.

20. **Default.**

- (a) You will be in ("Default") on this Agreement if:
- i) you do not pay at least the Minimum Payment on or before the Due Date;
  - ii) you try to exceed or do exceed your Credit Limit without our permission;
  - iii) you become subject to bankruptcy or insolvency proceedings;
  - iv) you or your property are subject to attachment or garnishment proceedings;
  - v) we reasonably deem ourselves insecure;
  - vi) you are in default on any other loans or credit extensions from us;
  - vii) you provide us with any false information or signature;
  - viii) you die; or
  - ix) you fail to comply with any provision of this Agreement.
- (b) If you are in Default we may, at our option, declare the Balance due immediately without notice or demand. If you are in Default you authorize us to apply the funds in any deposit account in which we have a security interest to pay your Balance. If your Account is referred for collection to an attorney who is not one of our salaried employees, you agree to pay reasonable attorneys fees as determined by the court, plus assessed court costs. Our failure to exercise any of our rights under this Agreement, including acceptance of a Payment or Late Payment Fee after a Due Date or after you have exceeded your Credit Limit, does not mean that we have waived our rights, nor will such failure prevent us from exercising our rights later. Upon termination, you must return all Card(s) (cut in half) and all Convenience Checks (marked "Void") to us.

21. **Change of Terms.** We may change the terms of this Agreement at any time including, but not limited to, the APR, the formulas we use in computing the FINANCE CHARGE, the method of computing the Minimum Payment, the types and amounts of Fees, and the method we use to calculate the Average Daily Balance on which the FINANCE CHARGE is assessed. If we change this Agreement, we will give you prior notice as required by applicable law. If applicable law does not provide you with a right to reject the change or changes, such change in terms will become effective 30 days from the mailing of the notice of the change in terms to you. If applicable law provides you the right to reject and you do not wish to accept the change or changes, you may reject the change or changes by notifying us of the rejection prior to the effective date of the change or changes at the toll-free telephone number provided in the notice. If you reject the change or changes, your ability to use the Account for further advances will be terminated. The following changes do not constitute a change of the terms of this Agreement: (i) an increase or decrease to the APR as a result of an increase or decrease to the Index Rate, and (ii) a change to the address or telephone numbers provided in paragraph 16(a).

22. **Agreement to Receive Disclosures Electronically.** If your application is approved, you will be deemed to have agreed to receive E-Disclosures. "E-Disclosures" are electronic versions of disclosures and notices we are required to give you under this Agreement or applicable law (including, by way of example, Monthly Periodic Statements and all written communication from us to you such as changes to this Agreement contemplated in paragraph 21). However, you will not begin to receive E-Disclosures until you enroll online by going to our web site, [www.mjbtcr.com](http://www.mjbtcr.com). If you choose to enroll in our E-Disclosures program, you will be deemed to have represented to us that you have security-protected access to a computer on which is loaded (a) browser software capable of processing 128-bit encryption (although other browsers may be able to process 128-bit encryption, we strongly recommend that you use Internet Explorer version 6.0 or higher), and (b) software capable of viewing, downloading, and printing E-Disclosures (such as Adobe Reader).

23. **Law that Applies.** This Agreement, and all matters arising out of the issuance and use of your Card, Card Number, Convenience Checks, and Account Number, shall be governed by federal law and the laws of the State of Kansas. If any provision of this Agreement is held invalid, all valid provisions remain in effect.

24. **Disputes; Arbitration.** Please read this paragraph 24 carefully. Unless you exercise the right to opt-out of arbitration in the manner described in paragraph 24(i), you agree that any dispute between you and us will be resolved by binding arbitration. Arbitration replaces the right to go to court, including the right to have a jury, to engage in discovery (except as may be provided in the arbitration rules), and to participate in a class action or similar proceeding. In arbitration, a dispute is resolved by an arbitrator instead of a judge or jury. Arbitration procedures are simpler and more limited than court procedures. You also agree any arbitration will be limited to the dispute between you and us and will not be part of a class-wide or consolidated arbitration proceeding.

(a) Agreement to Arbitrate. You and we agree that any Dispute, except as provided below, will be resolved by Arbitration. This agreement to arbitrate is governed by the Federal Arbitration Act (FAA), 9 U.S.C. § 1 and following and the substantive law of the State of Kansas (without applying its choice-of-law rules).

(b) Arbitration Defined. Arbitration is a means of having an independent third party resolve a Dispute. A "Dispute" is any controversy or claim between you and us. The term Dispute is to be given its broadest possible meaning and includes, without limitation, all claims or demands (whether past, present or future, including events that occurred prior to any Card being provided to you or any value loaded onto your Card), based on any legal or equitable theory (tort, contract, or otherwise), and regardless of the type of relief sought (i.e. money, injunctive relief, or declaratory relief). A Dispute includes, by way of example and without limitation, any claim based upon Transactions posted to your Account, marketing or solicitations to obtain your Card or Account, and the handling of your Card and Account whether such Dispute is based on a federal or state constitution, statute, ordinance, regulation, or common law, and including any issue concerning the validity, enforceability, or scope of this arbitration agreement.

(c) Choice of Arbitrator. The party filing arbitration must choose either of the following arbitration firms for initiating and pursuing an arbitration: the American Arbitration Association or the National Arbitration Forum. If you claim you have a Dispute with us, but you do not initiate an arbitration or select an arbitrator, we may do so. You may obtain copies of the current rules of each of the arbitration firms and forms and instructions for initiating an arbitration by contacting them as follows:

American Arbitration Association  
335 Madison Avenue, Floor 10  
New York, NY 10017-4605  
Website: [www.adr.org](http://www.adr.org)

National Arbitration Forum  
P.O. Box 50191  
Minneapolis, MN 55405  
Website: [www.arbitration-forum.com](http://www.arbitration-forum.com)

The policies and procedures of the selected arbitration firm will apply charged by the arbitrator regardless of whether you or we initiate the arbitration. To the extent the arbitration firm's rules or procedures are different than the terms of this arbitration agreement, the terms of this Agreement will apply.

(d) Cost of Arbitration. We will pay the filing fee and any costs or fees charged by the arbitrator regardless of whether you or we initiate the arbitration. Except where otherwise provided by applicable law, each party will be responsible for its own attorneys' fees and other expenses. Unless prohibited by applicable law, the arbitrator may award fees, costs, and reasonable attorneys' fees to the party who substantially prevails in the arbitration.

(e) Place of Arbitration. Unless you and we agree to a different location, the arbitration will be held in the same city as the U.S. District Court closest to your then current mailing address.

(f) Waiver of Rights. You are waiving your right to a jury trial, to have a court decide your Dispute, to participate in a class action lawsuit, and to certain discovery and other procedures that are available in a lawsuit. The arbitrator has the ability to award all remedies available by statute, at law, or in equity to the prevailing party, except that you and we agree that the arbitrator has no authority to conduct class-wide proceedings and will be restricted to resolving the individual disputes between you and us. The validity, effect, and enforceability of this waiver of class action lawsuit and class-wide arbitration is to be determined solely by a court of competent jurisdiction and not by the arbitration firm or arbitrator. If the court refuses to enforce the class-wide arbitration waiver, or if an arbitration firm or arbitrator fails or refuses to enforce the waiver of class-wide arbitration, you and we agree that the Dispute will proceed in court and will be decided by a judge, sitting without a jury, under applicable court rules and procedures.

(g) Applicable Law and Judicial Review. The arbitrator will apply applicable federal and Kansas substantive law and the terms of this Agreement. The arbitrator must apply the terms of this arbitration agreement, including without limitation the waiver of class-wide arbitration. The arbitrator will make written findings and the arbitrator's award may be filed with any court having jurisdiction. The arbitration award will be supported by substantial evidence and must be consistent with this Agreement and applicable law or may be set aside by a court upon judicial review. Either party may seek judicial review of the arbitrator's decision according to applicable law.

(h) Other Provisions. This arbitration provision will survive: (i) termination or changes in this Agreement or the relationship between you and us concerning your Card or Account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your Card and Account, or any amounts you owe to us, to any other Person.

- (i) **Right to Opt Out.** If you do not wish your Card to be subject to this Arbitration Agreement, you must advise us in writing by contacting us at the address set forth in paragraph 16(a). Clearly print or type your name and Account Number and state that you reject arbitration. You must give written notice, and it is not sufficient to telephone us. Send only your notice to reject arbitration; do not include the notice with other correspondence to us. We must receive your letter at the above address within 60 days after the date this Agreement was provided to you or your rejection of arbitration will not be effective.
25. **Notices.** Notices we give to you in writing shall be deemed to have been given on the day they are deposited in the United States mail, properly addressed, with postage prepaid, to the address we have for you in our records. E-Disclosures are deemed to have been given on the day we send electronic mail to you. Notices that you send us will be effective when we actually receive them.
26. **Updating and Disclosing Financial Information.** At our request, you agree to update the information contained in your application for an Account and any supplemental financial information you provided at that time. You agree that we may, from time to time, make inquiries pertaining to your credit standing and financial responsibility in accordance with applicable law. You also authorize us to obtain a credit report on you at any time in the future in connection with our review of your Account. We may release information to credit reporting agencies (such as Experian) and others, including our affiliates, about our experience with your Account.
27. **Disclaimer of Liability.** You may be offered certain benefits and services as a member of our Visa Consumer Credit Card Program and holder of a Card. We reserve the right to adjust, add or delete benefits and services at any time. We offer the Card, the Account, and related services and benefits in our interest and disclaim any duty or responsibility other than as expressly set forth in this Agreement.
28. **Assignment.** Cards and Convenience Checks issued under this Agreement are our property, and you must surrender them to us upon demand. We may cancel or repossess Cards and Convenience Checks, and revoke your privilege to use them, at any time without prior notice. We have the right to assign and transfer your Account and any of our rights under this Agreement without your consent or notice to you. The Person to whom the Account and Agreement is assigned shall be entitled to all of our rights under this Agreement. You cannot transfer or assign your Account or Card to anyone.
29. **Captions for Reference Only.** Captions are intended solely as aids to convenient reference, and no inference as to intent with respect to this Agreement may be drawn from them.
30. **Addendum or Disclosure.** All addenda and disclosures given to you in connection with your Card and Account are incorporated by reference into this Agreement.

**YOUR BILLING RIGHTS:**  
**KEEP THIS DOCUMENT FOR FUTURE USE**

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

**WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT.**

If you think there is an error on your statement, write to us at the billing inquiries address on your statement.

In your letter, give us the following information:

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

You must contact us:

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

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

**WHAT WILL HAPPEN AFTER WE RECEIVE YOUR LETTER.**

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

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

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

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

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

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable

interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

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

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

**YOUR RIGHTS IF YOU ARE DISSATISFIED WITH YOUR CREDIT CARD PURCHASES.**

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

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

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

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the billing inquiries address on your statement.

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.

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**REPORT A LOST OR STOLEN CARD IMMEDIATELY**

Please notify Morrill & Janes Bank immediately if your Card is lost or stolen. You may telephone Customer Service at (866) 260-8708 Toll Free within the US, or call (605) 782-3504 outside the US, to report the loss, theft or possible unauthorized use of the Card. You may be liable for the unauthorized use of the Card, but you will not be liable for unauthorized use that occurs after you notify Morrill & Janes Bank, verbally or in writing, of the loss, theft or possible unauthorized use of your Card. In any case, your liability for unauthorized use of the Card will not exceed \$50. Do not use your Account after you report a lost or stolen Card.

## Morrill & Janes Bank Consumer Visa® Credit Card Disclosure

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases, Balance Transfers and Convenience Checks</b>	<b>9.25%</b> This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>14.75%</b> This APR will vary with the market based on the Prime Rate.
<b>Penalty APR</b>	<b>None</b>
<b>Paying Interest</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases, balance transfers, and convenience checks if you pay your entire balance by the due date each month.  We will begin charging interest on cash advances on the transaction date.
<b>For Credit Card Tips from the Federal Reserve Board</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at <a href="http://www.federalreserve.gov/creditcard">http://www.federalreserve.gov/creditcard</a> .

Fees	
<b>Annual Fee</b>	<b>None</b>
<b>Transaction Fees</b>	<ul style="list-style-type: none"> <li>• Cash Advance: Either <b>\$5.00</b> or <b>2%</b> of the amount of each Cash Advance, whichever is greater.</li> <li>• Convenience Check: Either <b>\$5.00</b> or <b>2%</b> of the amount of each Convenience Check you write, whichever is greater.</li> <li>• Balance Transfer: Either <b>\$5.00</b> or <b>2%</b> of the amount of each Balance Transfer, whichever is greater.</li> <li>• International Transaction: <b>.8%</b> of each transaction in U.S. dollars if no currency conversion; <b>1%</b> of each transaction in U.S. dollars if there is a currency conversion.</li> </ul>
<b>Penalty Fees</b>	<ul style="list-style-type: none"> <li>• Late Payment: <b>Up to \$20.00<sup>1</sup></b></li> <li>• Returned Payment: <b>Up to \$20.00</b></li> </ul>

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

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

Please note that the Prime Rate adjusts on Index Rate Adjustment Dates as set forth in paragraph 9 of the Agreement and adjustments are effective on the first day of the next Billing Cycle. The credit disclosures above were effective as of January 25, 2014. Such disclosures were accurate as of that date and are subject to change after that date. Please contact Morrill & Janes Bank for any change in the credit disclosures after the effective date above by calling [1-866-260-8708] Toll Free.

The following Margins to the Prime Rate are used to calculate the APR: Purchases, Balance Transfers, and Convenience Checks have a 6.00% Margin; Cash Advances have an 11.50% Margin. The "Monthly Periodic Rate" is the APR divided by 12: Purchases, Balance Transfers, and Convenience Checks have a 0.77083% Monthly Periodic Rate; Cash Advances have a 1.22916% Monthly Periodic Rate.

The following Additional Fees also apply to your Account:

- Returned Convenience Check Fee: Up to \$20.00 per returned Convenience Check if we return it unpaid for any reason listed in paragraph 2 of the Agreement.
- Statement Copy Fee: \$3.00 per monthly periodic statement copy requested.
- Transaction Copy Fee: \$13.00 per transaction or Convenience Check copy requested.

<sup>1</sup> The Late Payment penalty fee will be assessed if we do not receive the Minimum Payment within 10 days after the Closing Date that follows the Due Date for that Payment.