



Mastercard® Personal Credit Card Agreement

This is a Mastercard® Personal Credit Card Agreement (“Agreement”) between you and the Issuer. The Agreement, along with the disclosure statement summarizing important terms (“Disclosure Statement”), the Mastercard® Guide to Benefits, the card carrier we send with your credit card (“Card”), the application or other credit inquiry you submitted to request your Credit Card Account (“Account”), and the reward rules that apply to your Account, if any (“Reward Rules”), are your “Cardholder Documents.”

In this Agreement, “you”, “your,” and “Cardholder” means each individual agreeing to be responsible for the Account, which may include any joint owner of the Account but does not include any Authorized User unless such Authorized User is otherwise responsible for the Account. “We”, “us”, “our”, and “Issuer” means Centier Bank, the issuer of the Card and your Account creditor, or any person or entity to which we may transfer the Account.

The Cardholder Documents contain the terms that effective January 31, 2024 will apply to your Account. Please read the Cardholder Documents carefully and keep them for your records. The Agreement becomes effective upon the first date that you or someone authorized by you activates the Card or otherwise uses the Account.

This Agreement includes an Arbitration Provision (including a class action waiver). It is important that you read the entire Arbitration Provision carefully.

TYPES OF TRANSACTIONS

- Types of Transactions:** You may use the Account to conduct two different types of transactions: (a) Purchases and (b) Cash Advances. In connection with any promotional offer we may make from time to time, as disclosed in the Cardholder Documents or additional materials (“Promotional Offer”), we may also treat certain transactions as Purchases or Cash Advances. We will disclose on your periodic statement whether a transaction has posted to your Account as a Purchase or Cash Advance.
- Purchases:** You may use the Account to buy, lease or otherwise obtain goods or services from any participating merchants who accept your Card (“Purchases”). Purchases include transactions in which you presented the Card in person and transactions you initiate by mail, telephone, over the Internet, or through other channels in which the Card is not physically presented to the merchant. Even if you have not signed a receipt or other document for the Purchase or the merchant has not supplied you with a receipt or other proof of sale, you are responsible for all Purchases made through your Account, except as expressly limited by applicable law or Mastercard Rules. See the section below entitled “Your Billing Rights” for further details.
- Cash Advances:** “Cash Advances” are transactions other than Purchases that allow you direct access to funds available through your Account. You may obtain Cash Advances from a financial institution (such as through teller withdrawals and transfers by phone or via digital banking services) or at automated teller machines (“ATMs”). Cash Advances also include certain cash-like transactions, such as transactions to acquire or initiate wire transfers, deposits, travelers checks, cashier’s checks, money orders, person-to-person money transfers, foreign currency transactions, wagers, casino gaming and betting transactions, and lottery tickets. You may not use Cash Advances to pay any obligation you owe us.
- Special Checks:** “Special Checks” are drafts that look like other checks but are drawn on the portion of credit available in your Account. We may supply you with Special Checks from time to time for use with your Account. Special Checks will be imprinted with your or an Authorized User’s name and Account number. Special Checks may only be used by the person whose name is imprinted on the Special Check, must be completed and signed in the same manner as any other check, and must be written in U.S. Dollars. We may return a Special Check unpaid if: (a) payment of the Special Check would result in your Account balance exceeding your credit limit; (b) the Special Check is dated more than six (6) months before it was presented to us for payment; (c) the Special Check is dated in the future; (d) you use a Special Check to make a payment on this Account or any other obligation you owe us; (e) you are insolvent (meaning you are the subject of a bankruptcy or receivership proceeding, you have made an assignment for the benefit of creditors, or your liabilities exceed the amount of assets you own); (f) your ability to receive further credit under this Agreement has been suspended, cancelled, or terminated; (g) your Card has expired; or (h) the Special Check fails to conform to our regularly accepted standards for check payment. We will not be liable to you for returning any such Special Check. Our policy is not to accept or process stop payment orders on Special Checks. In the event that we agree to attempt to process a stop payment request, we do not guarantee that payment of any Special Check will be stopped, and you agree that we will not be liable if we fail to stop payment.
- Refusal to Honor Transactions:** We are not responsible if anyone refuses to honor your Card or a Special Check, or if authorization for a particular transaction is not given. In certain circumstances, we may be unable to authorize credit for a particular transaction and the transaction may be declined. These circumstances may include, but are not limited to, situations in which: (a) the transaction would result in your balance exceeding your applicable credit limit, (b) your Account is in Default, (c) your Card has expired, (d) your Card has been reported as lost or stolen, or (e) we or another party to the transaction suspects fraud or illegal activity. We may also place limits on the number of transactions you may conduct over any period of time. Restrictions on the use of your Account may be in place for security reasons, and therefore, we cannot explain the details of these restrictions.
- Transactions Made in Foreign Currencies:** If you make a Purchase or obtain a Cash Advance in a foreign currency, Mastercard or the merchant accepting your Card will convert the transaction into a U.S. dollar amount. Some transactions, even if you, the merchant, or the ATM are located in the United States, are considered foreign transactions under the applicable Mastercard Rules. If the merchant or ATM converts the transaction amount from a foreign currency to U.S. dollars before the transaction is submitted to Mastercard, the transaction will be subject to the conversion rate the merchant or ATM operator chooses. If the Purchase or Cash Advance is submitted to Mastercard in a foreign currency, Mastercard will use its own procedures to process the currency conversion. Currently, the conversion rate used by Mastercard to determine the foreign currency transaction amount in U.S. Dollars is generally either a government mandated rate or a wholesale rate determined by Mastercard for the processing cycle in which the transaction is processed. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date that appears on your periodic statement. We do not choose or apply the currency conversion rate, and we shall have no liability for fees or losses associated with foreign currency transactions. Mastercard’s currency conversion procedures are subject to change.
- Personal Use Only:** You and any person you permit to use the Account may only use the Account for personal, family, or household purposes. A breach of this Section 7 may result in certain duties imposed upon creditors and certain rights given to consumers not applying to this Account. If you are interested in using a credit card account for business, commercial, or organizational purposes, please contact us to talk to a banker and request an application.
- Illegal Transactions:** You and any person you permit to use the Account may not use your Account for purposes of conducting illegal transactions, whether you conduct transactions directly with your Account or use your Account to provide funding to be used for illegal purposes. Illegal transactions may include but are not limited to Internet gambling.
- Credit Limit:** We will establish a credit limit for you upon approval of your application or other credit inquiry. Your credit limit is the total dollar amount of the Account which we approved and which you may borrow against. The maximum amount of credit for Cash Advances will be a percentage or fixed amount of your total credit limit; the credit limit applicable to Cash Advances is a portion of and not in addition to your total credit limit. We will disclose your initial credit limit on your card carrier and your credit limit applicable to a billing cycle in your periodic statements. You may not be able to use the Account to conduct additional transactions once you have reached your applicable credit limit. You agree not to let the Account balance exceed the applicable credit limit but you remain responsible for payment even if it does. If you obtain any credit extensions by use of the Card, Special Checks, or other Account access devices in excess of your available credit, we may (but are not required to) honor the transactions and extend credit to you. If we honor a transaction that would result in exceeding your credit limit, we are not obligated to do so at any time in the future. We reserve the right to review your Account at any time and increase or decrease your credit limit. Any change in the credit limit will not affect your obligation to pay the account balance.

CALCULATING AND MAKING PAYMENTS

10. **Interest Charges:** Interest charges are your cost of credit and will be calculated and charged to your Account as follows:
- (a) **Applicable Rates:** The Disclosure Statement shows the annual percentage rates ("APRs") that apply to transactions treated as Purchases and Cash Advances. The applicable APR for each billing cycle will be an index rate ("Index") plus an additional percentage ("Margin"). Different Margins may apply to different transactions. The Margins will be printed in your Disclosure Statement. The APR will vary based on changes in the Index. The Index is the Prime Rate (the base rate of corporate loans posted by at least seventy percent (70%) of the ten (10) largest U.S. banks) published in the *Wall Street Journal*. If this or another Index we choose is no longer published or is no longer maintained, we may choose a similar Index and notify you of the Index that will apply to the Account. The Index will be adjusted on the 25th day of each month or the business day preceding the 25th day if that day falls on a weekend or a holiday recognized by the Board of Governors of the Federal Reserve System. Changes in the Index will take effect beginning with the first billing cycle in the month following a change in the Index. Increases or decreases in the Index will cause the APR to fluctuate, resulting in increased or decreased interest charges on the Account. The APR will not exceed 24.996%.
 - (b) **Balance Subject to Interest Charge:** We will calculate interest charges on your Account each billing cycle by multiplying the applicable periodic rate by the applicable balance. The periodic rate is the APR divided by 12. The method for computing the balance subject to interest charge is an average daily balance (including new purchases) method. We figure the interest charge on your account by applying the periodic rate(s) to the "average daily balance" of your account in two categories: Purchases and Cash Advances. To get the average daily balance for each category, we take the beginning balance of your Account each day, add any new transactions within that category and fees, and subtract any unpaid interest or other finance charges and any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance" for each category.
 - (c) **Grace Period for Purchases:** You will have a 25-day grace period on Purchase transactions. This means that you have 25 days from the closing date of each billing cycle to pay for Purchases added to your Account balance during that billing cycle before we begin charging interest on them. This grace period only applies if you had no unpaid Account balance from the past billing cycle. We will begin charging interest on Cash Advances on the date each transaction posted to your Account. There is no period within which you may repay Cash Advances in order to avoid an interest charge.
 - (d) **Introductory Rate:** A lower rate ("Introductory Rate") will apply to your Account or to certain transactions on your Account (for example, Purchases) for a certain period of time after you open your Account ("Introductory Period"). After the Introductory Period ends, the rate(s) will increase to the rate(s) that applies at that time. The Disclosure Statement also explains the Introductory Rate, Introductory Period, and the transactions to which the Introductory Rate applies.
11. **Account Fees:** You agree to pay the following Account fees:
- (a) **Cash Advance Fee:** If you request a Cash Advance, in addition to any interest charge that will accrue on the Cash Advance, we may charge your Account a fee of two percent (2%) of the amount of the Cash Advance.
 - (b) **Foreign Transaction Fee:** If you conduct a transaction with a merchant or ATM in a foreign currency that is converted to U.S. Dollars by Mastercard, we may charge your Account a foreign transaction fee of two percent (2%) of the U.S. dollar amount of the transaction.
 - (c) **Documentation Fees:** We may charge your Account a documentation fee of \$5.00 for each copy of any of your periodic statements; we will not charge this fee if you request a copy in connection with a billing error or inquiry that you may assert against us under applicable law.
 - (d) **Expedited Card Delivery Fee:** We may charge your Account an expedited card delivery fee of \$25.00 if you wish to receive a Card sooner than our typical delivery timeline.
 - (e) **Other Fees:** Unless we are not permitted to do so under applicable law, we also may charge you other fees from time to time. We will tell you the amount of the fee at the time you request the service.

- 12. **Minimum Payment:** Each month, you must pay at least the Minimum Payment and any past due Minimum Payment(s) by the payment due date shown on your periodic statement. You may, at your option, pay more than the Minimum Payment or pay the New Balance (as stated on your periodic statement) in full to reduce or avoid the interest charge on Purchases. Your Minimum Payment will equal the New Balance shown on your periodic statement if that amount is less than \$25.00. If the New Balance exceeds \$25.00, the Minimum Payment will equal the greater of three percent (3%) of the New Balance or \$25.00, plus the entire portion of the New Balance in excess of your applicable credit limit, plus any amount past due. Any Minimum Payment or additional amount you pay each month will not prepay any future Minimum Payments required, or change your obligation to make at least a Minimum Payment by the payment due date. Any statement credit that results from a Promotional Offer or rewards redemption, if applicable, will only be applied to the Account balance and not satisfy any portion of the Minimum Payment requirements for this Account.
- 13. **Payment:** You must pay us in U.S. Dollars with checks, money orders, electronic funds transfers, or similar payment methods drawn on a financial institution located in the United States. You may not send us cash in the mail. The date you mail a payment is different than the date we receive that payment. For purposes of this Agreement, the payment date is the day we receive your check at the address specified on your periodic statement or the day we receive your electronic or phone payment. All payments must be received by 5:00 p.m. during our normal business day at the address listed on the periodic statement to be credited on such date. We will also treat payments made by the close of business at one of our branch offices as received on that day. If your payment does not conform to this Agreement or the instructions on your billing statement, credit for such payment may be delayed for up to five (5) days and may result in a delayed credit to your Account, additional interest charges, fees, and possible suspension of your Account.
- 14. **Payment Holidays:** Pursuant to a Promotional Offer, we may choose to offer you an opportunity to skip your obligation to make your Minimum Payment due for a single billing cycle. You may not skip any of your payments unless we make a Promotional Offer to you to do so. Any opportunity you might have to skip payments will be subject to the terms of the Promotional Offer. When you skip your obligation to make a Minimum Payment, interest charges will continue to accrue on the entire unpaid balance of your Account.

CHANGING OR CLOSING YOUR ACCOUNT

- 15. **Change of Address:** Periodic statements and other communications about your Account will be sent to the address you provided with your application or other credit inquiry or made available to you via our digital banking platform. If your Account is a joint Account, then we may send statements and other communications about your Account to only one address. You must tell us right away if your address changes. We will assume that you continue to reside at this address until you tell us otherwise.
- 16. **Changes to Your Account:** We may change the terms of your Agreement, including the APR, interest charges, and fees at any time. For example, your variable APRs can go up or down as the Index for the rate goes up or down. We will give you notice of any such change as required by law. In certain circumstances, you may reject the change and close your Account. Our notices of changes in terms will describe whether and how you may opt out of a change.
- 17. **Closing Your Account:** We may close your Account at any time and for any reason permitted by law, even if you are not in Default. You may close your Account by notifying us. If this is a joint Account, we will close your Account if any one of you request that we do so. If you are a married Wisconsin resident, your Account may also be closed if your spouse provides us a written termination notice. After the Account is closed, the following provisions will apply: You will not be able to obtain additional Account credit. To the extent allowed under applicable law, all amounts you owe will be immediately due and payable, including any amounts that have been charged but not yet billed. Until you pay us in full, we may continue to charge applicable interest charges and fees. You will also be required to destroy and return or securely dispose of any Card(s), Special Checks, or other Account access devices that have been issued to you or any Authorized User(s).
- 18. **Assignment of Your Account:** You may not give or sell your rights or duties under this Agreement, your Account or your Card to any other person or entity. We may give or sell your Account, your Account balance rights, or any or all of our rights or duties under this Agreement to any other person or entity, with or without telling you first.

YOUR LEGAL RESPONSIBILITY

19. **Promise to Pay:** You promise to pay the amount of any and all Purchases and Cash Advances (including any made in violation of this Agreement) charged to the Account by you or any person you permit to use the Account, including any Authorized User; interest charges; and other fees and charges, as described in this Agreement.
20. **Intent to Repay:** You also represent to us and promise that, at all times while the Account is open, you intend to and will repay all amounts that you owe us under this Agreement, the amount of assets you own will exceed the amount of your liabilities, you have not been and will not be declared incompetent, and you are not and will not be subject to a bankruptcy, receivership, assignment for the benefit of your creditors, or other insolvency proceeding. You also agree to provide us with accurate, complete, and truthful information about you and your use of your Account when we request it.
21. **Joint Cardholders:** Each of you individually, or all of you together, will be liable under this Agreement. You understand that any one of you can make Purchases or get Cash Advances under this Agreement, which will be binding on all of you. If any of you fail to make any payment when due, negative information may be furnished to consumer reporting agencies about all of you. We may collect from, sue, or enter into settlements, extensions, or modifications with any one of you, without giving up our rights against the other(s) of you.
22. **Authorized Users:** You may only allow access to your Card, Account number, Special Checks, or PIN by asking us to grant Account access to another person (an "Authorized User"). Be cautious when allowing another person to become an Authorized User of your Account; once you grant Account access to any Authorized User, you cannot limit that authority unless the Account is closed to future transactions. You, as a primary or joint Cardholder must call or write us with any request to remove a person's authority. You agree to be responsible for ensuring that each Authorized User complies with the Cardholder Documents, including this Agreement. You also agree to be responsible for all Account transactions made by (a) an Authorized User; (b) lending your Card to or allowing Account access by another person; or (c) any other way in which you would be legally considered to have allowed another person to use your Account or to be legally prevented from denying that you did so. We will not provide any Account information to anyone other than you and any Authorized Users. Authorized Users have no right to make any Account changes or inquiries.
23. **Reporting Lost or Stolen Cards or Other Information:** You must notify us immediately by telephone or in writing at 1-800-367-7576 or Card Service Center, P.O. Box 569210, Dallas, Texas 75356-9120 if your Card, Special Checks, PIN, or Account information is lost or stolen or there is possible unauthorized use of your Account. If this happens, we may require you to close your Account and open a new Account. If you ask us to do so, we may issue a new PIN and new Special Checks for your new Account.
24. **Liability for Unauthorized Transactions:** You must use reasonable care to prevent unauthorized use of your Card, Special Checks, PIN, and Account information. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50 (or any lesser amount required by law or as provided under the express terms of a benefit provided by Mastercard). If we reimburse you for unauthorized transactions, you will help us investigate the transactions and receive compensation.
25. **Payments with Restrictive Endorsements:** If you attempt to make a payment with a check or other instrument marked "Payment in Full," "Without Recourse," or similar language, we may accept and process the payment without losing any of our rights under this Agreement, including the right to collect any remaining amount you owe us.
26. **Default:** Unless otherwise provided under applicable law, you and your Account will be in Default if any of the following occur:
- you do not make any payment when it is due;
 - you violate any other provision of the Cardholder Documents;
 - you die without a surviving joint Cardholder;
 - you are declared incompetent by a court;
 - a bankruptcy or insolvency proceeding is filed by or against you;
 - someone begins a legal proceeding against you to obtain your assets, wages, or property;
 - we believe you made any false, incomplete, or misleading statements in your Account documentation or you otherwise tried to mislead us; or
 - anything happens that we believe in good faith materially increases the risk that you will not uphold your payment and other obligations under this Agreement.
27. **Default (Wisconsin Residents):** If you are a resident of Wisconsin, Section 27 of this Agreement shall not apply and you and your Account will be in Default if any of the following occur:
- you do not make any payment when it is due on at least two (2) separate occasions within any 12-month period; or
 - you fail to observe any term or provision of this Agreement, the breach of which materially impairs your ability to pay the amounts due under this Agreement.
28. **Our Rights after Default:** Upon the occurrence of any Default, or, if required under applicable law, the expiration of any mandated cure period, we will have certain rights under this Agreement and applicable law. These rights include the entire balance of your Account becoming immediately due and payable, demanding or taking possession of collateral securing your Account (if any), preventing you from obtaining additional Account credit, and suspending or closing your Account.
29. **Collection Costs:** To the extent permitted under applicable law, if we refer your Account to an attorney for collection after your Default, we may charge you our collection costs, which may include court costs and reasonable attorneys' fees. These rights are in addition to any other rights we may have under applicable law.
30. **Security:** We may ask you to provide us something you own to secure payment of amounts you owe under this Agreement. We will not take as security any household goods or real estate.

OUR LEGAL RIGHTS AND OBLIGATIONS

31. **Ownership of Access Devices:** Your Card, Special Checks, and any other Account access devices that we supply to you are our property. If required by this Agreement or we otherwise ask you to do so, you must destroy and return or securely dispose of your Card, Special Checks, or any other Account access devices in a way that will prevent them from being used.
32. **Collecting and Reporting Information about You:** You acknowledge and agree that we may obtain and verify credit, employment, income, and other information about you from reporting agencies and other third parties for any lawful purposes. Such purposes may include, without limitation, underwriting, reviewing, auditing, renewing, modifying, or collecting the Account; increasing or decreasing any credit limit or making other changes to the Account; and offering other products and services to you. Consumer reports and credit reports may be requested from any reporting agencies. Upon request, you will be informed whether or not a credit report or consumer report was requested, and if such report was requested, informed of the name and address of the reporting agency that furnished the report.
- We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.
- If you believe we have furnished inaccurate or incomplete information about you or your Account to a credit reporting agency, contact us by telephone or in writing at 1-800-367-7576 or Card Service Center, P.O. Box 569210, Dallas, Texas 75356-9120. Please include your name, address, a phone number at which we may contact you, and account number, and explain what you believe is inaccurate or incomplete. You may also contact the appropriate credit reporting agency directly at the appropriate address and toll-free number: Equifax, P.O. Box 740241, Atlanta, GA 30374, (800) 685-1111; TransUnion, P.O. Box 1000, Chester, PA 19022, (800) 916-800; or Experian, P.O. Box 2002, Allen, TX 75013, (888) 397-3742.
33. **Sharing Information about You:** You authorize us and any servicer or subservicer of your Account to disclose, share, or exchange information and records about you and your Account with your employer, reporting agencies, government agencies, card associations and payment networks, payment processors, other financial institutions,

any servicer or subservicer of an account, professional advisors, other businesses or service providers, persons who are or may become associated with existing or potential products or services we may provide you (such as a current or proposed joint accountholder, co-signer, authorized user of an account, or any of their fiduciaries, agents, or representatives), and, your spouse if and to the extent permitted or required by applicable law. This authorization applies to information or records in connection with your application or other credit inquiry, transaction authorizations, payment instructions and histories, or other information or records about the Account. Our privacy notice describes how we collect, protect and use confidential financial and other information about you and the circumstances in which we might share information about you with our affiliated and unaffiliated third parties.

34. **Monitoring and Recording Telephone Calls:** Subject to federal and state law, we may monitor or record telephone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

MISCELLANEOUS PROVISIONS

35. **Governing Law:** We make decisions to grant credit, open Accounts, and issue Cards from our offices in Indiana. In general, the interpretation and enforcement of this Agreement (including the exportation of interest rates) shall be governed by federal law and, to the extent state law applies, Indiana law, without regard to conflicts of law principles. The laws of the state in which you are a resident may nevertheless apply to this Account if and to the extent required by the laws of such state.
36. **Severability:** If any one or more provision(s) of this Agreement are held invalid, illegal, void, or unenforceable by any court or administrative body with jurisdiction over both you and us, all other provisions of this Agreement will continue to apply to your Account in full force and effect.
37. **Entire Agreement:** The Cardholder Documents, as modified by any change in terms notice we may deliver in the future, constitutes the entire agreement between you and us, and supersedes any prior agreement or understanding between you and us concerning the Account.
38. **Waiver:** We may delay enforcing or give up any of our rights under this Agreement in certain situations. If we delay enforcing or give up any of our rights, this does not affect our other rights. If we exercise any one of our rights, that exercise will not prevent us from exercising any other of our rights. If we give up a right in one situation, we do not give up the same right in other situations.
39. **Arbitration Provision:**

Unless you are a "covered borrower," as defined under the Military Lending Act and its implementing regulations, in which case the terms of this Section 39 do not apply, you and we agree to attempt to informally settle any and all disputes arising out of, affecting, or relating to your Account (hereafter referred to as the "Claims"). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Class Action Waiver provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer and commercial disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at www.adr.org. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS.

This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your Account for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. This Arbitration Agreement shall not apply to claims that are

initiated in or transferred to small claims court.

- (a) **Selection of Arbitrator.** The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.
- (b) **Effective Date.** This Arbitration Agreement is effective the date of your Account opening.
- (c) **Arbitration Proceedings.** The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including any kind of injunctive relief that could be awarded by a court. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, and except with respect to an error of law, the arbitrator's award is not subject to review by the court and it cannot be appealed. We will pay for any filing, administration, and arbitrator fees imposed on you by the AAA or any other applicable arbitration forum. However, you will be responsible for your own attorneys' fees, unless you prevail on your Claim in the arbitration, in which case, we will pay your attorneys' fees. Conversely, if we prevail, then you will not be required to pay our attorneys' fees and costs. Nothing contained in this Arbitration Agreement shall prevent either you or us from applying to any court of competent jurisdiction for provisional prejudgment relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies. Nor shall it preclude applicable self-help remedies, such as set-off and repossession. Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety shall be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.
- (d) **Class Action Waiver.** ANY ARBITRATION OF A CLAIM SHALL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS CUSTOMER IN A CLASS ACTION LAWSUIT.
- (e) **Severability.** In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, then the remaining provisions shall remain fully enforceable.

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 statement.

If you think there is an error on your statement, write to us at:

TIB
Attn: Dispute Department
1550 North Brown Road, Suite 150
Lawrenceville, GA 30043

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 the 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:

1. **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.
2. **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:

TIB
Attn: Dispute Department
1550 North Brown Road, Suite 150
Lawrenceville, GA 30043

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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