

## ACCOUNT OPENING DISCLOSURES

<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>29.99%</b> This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>29.99%</b> This APR will vary with the market based on the Prime Rate.
<b>Paying Interest</b>	Your Payment Due Date is at least 25 days after the close of each Billing Cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances on the transaction date.
<b>Minimum Interest Charge</b>	None
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .
<b>Fees</b>	
<b>Set up and Maintenance Fees</b>	<p>NOTICE: Some of these set-up and maintenance fees will be assessed before you begin using your Card and will reduce the amount of credit you initially have available. Based on your Credit Limit of \$500, your initial available credit will be \$375 (or \$345 if you choose to have an additional Card).</p> <p>You may still reject this plan, provided that you have not yet used the Card or paid a fee after receiving a Monthly Billing Statement. If you do reject the plan, you are not responsible for any fees or charges.</p> <ul style="list-style-type: none"> <li>• Annual Fee <b>\$125</b> for the first year After that, \$96 annually</li> <li>• Monthly Maintenance Fee <b>\$120</b> annually (billed at \$10 per month) Monthly Maintenance Fee not billed for the first 12 months your Account is opened</li> <li>• Additional Card Fee <b>\$30</b> (one time, if applicable)</li> </ul>
<b>Transaction Fees</b>	<p>Transaction fees are not billed for the first 12 months your Account is open.</p> <ul style="list-style-type: none"> <li>• Cash Advance Either <b>\$5.00</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.</li> <li>• Foreign Transaction <b>3%</b> of each transaction in U.S. dollars.</li> </ul>
<b>Penalty Fees</b>	<ul style="list-style-type: none"> <li>• Late Payment Up to <b>\$38</b></li> <li>• Returned Payment Up to <b>\$38</b></li> </ul>

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

### **INTEREST CHARGES**

**INTEREST CHARGES** for purchases and cash advances are calculated at a monthly periodic rate of 2.4992%, which is equivalent to an **ANNUAL PERCENTAGE RATE ("APR") of 29.99%**.

#### **Variable Rate.**

The APR may increase or decrease on the first day of the subsequent monthly Billing Cycle based on changes in the prime rate ("Index"). The APR is calculated by adding the amount of margin stated below to the Index. The Index is the prime rate published in the Money Rates section of *The Wall Street Journal* on the 25<sup>th</sup> day of each month. If the Index is not published on that day, the Index on the next business day will be used. Any increase in the APR may take the form of an increase in the monthly minimum payment. If the Index is no longer available, we will choose a new index that is based upon comparable information. The APR for purchases and cash advances will be determined by adding a margin of 26.74% to the Index.

**INTEREST CHARGES** are imposed on purchases beginning on the date a purchase is posted to your Account. However, **INTEREST CHARGES** will not be imposed on purchases made in any Billing Cycle in which the previous balance shown on your Monthly Billing Statement is zero and you pay your new balance in full by the payment due date shown on your Monthly Billing Statement. **INTEREST CHARGES** are imposed on cash advances beginning on the date a cash advance is obtained and continuing until the balance of your Account is paid in full. There is no time in which you can pay the balance of cash advances in order to completely avoid **INTEREST CHARGES**.

**INTEREST CHARGES** for a Billing Cycle are calculated separately for purchases and cash advances. There is no minimum **INTEREST CHARGE**. The **INTEREST CHARGE** calculation begins on the date the transaction is posted to your Account.

For purchases, the **INTEREST CHARGE** is computed by multiplying the monthly periodic rate by the average daily balance of purchases. To determine the average daily balance of purchases, we take the beginning outstanding balance of purchases each day, add any new purchases, and subtract any payments and/or credits. This gives us the daily balance of purchases. (Any daily balance that is a credit balance is treated as zero (\$0.00) balance.) Then, we add all the daily balances of purchases for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the average daily balance of purchases.

For cash advances, the **INTEREST CHARGE** is computed by multiplying the monthly periodic rate by the average daily balance of cash advances. To get the average daily balance of cash advances, we take the beginning outstanding balance of cash advances each day, add in any new cash advances, and subtract any payments and/or credits that we apply to the cash advance balance. This gives us the daily balance of cash advances. (Any daily balance that is a credit balance is treated as zero (\$0.00) balance.) Then, we add all the daily balances of cash advances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the average daily balance of cash advances.

### **FEES AND OTHER CHARGES**

Your Account is subject to the following fees and charges, each of which may be charged to your Account:

**Cash Advance Fee.** In addition to the **INTEREST CHARGE** on cash advances, there is a fee of 5% or \$5.00, whichever is greater, for each cash advance posted to your Account that month ("Cash Advance Fee"). **NO CASH ADVANCES ARE PERMITTED DURING THE FIRST 95 DAYS AN ACCOUNT IS OPEN.** The **Cash Advance Fee** will not be assessed in the fourth (4<sup>th</sup>) through and including the twelfth (12<sup>th</sup>) month after your Account is open.

**Additional Card Fee.** Your Account will be assessed a one-time additional card fee of \$30.00 for each authorized user you add to your Account.

**Foreign Currency Transaction Fee.** Your Account will be assessed a foreign currency transaction fee equal to 3% of any transaction made in a foreign currency that is converted to U.S. Dollars. This fee will not be assessed to foreign transactions made in the first 12 months your Account is open.

**Annual Fee.** Your Account will be assessed an Annual Fee of \$125.00 (“Annual Fee”) for the first year and \$96.00 each subsequent year. The Annual Fee will be billed to your Account once the Account is opened, and on or about your anniversary date each year. Your payment of the Annual Fee does not affect our right to close your Account or our ability to limit transactions on your Account.

**Annual Fee Refund Disclosure.** We will refund the Annual Fee charged to your Account if you notify us, within 60 days from the date of the Monthly Billing Statement on which it appears, that you wish to close your Account.

**Monthly Maintenance Fee.** Your Account will be assessed a monthly maintenance fee, which will be billed at \$10.00 per month to your Account (“Monthly Maintenance Fee”). The Monthly Maintenance Fee will not be billed in the first 12 months your Account is open. Your payment of the Monthly Maintenance Fee does not affect our right to close your Account or our ability to limit transactions on your Account.

**Late Payment Fee.** If we do not receive a payment from you in at least the amount of the minimum payment due (“Minimum Payment”) by the Payment Due Date shown on your Monthly Billing Statement, you will be charged a Late Payment Fee equal to the lesser of \$27 or your Minimum Payment (“Late Payment Fee”) in accordance with law. If you fail to make a timely payment in any of the six (6) Billing Cycles after the initial late payment, you will be charged \$38 or the amount of the required Minimum Payment, whichever is less. We will not charge both a Late Payment Fee and a Returned Payment Fee based on a single payment. We may refer to this fee as the “Late Fee” or “Late Charge”.

**Returned Payment Fee.** If you make a payment on your Account and your check or other payment instrument (including an electronic funds transfer or a telephone authorized draft) is not honored for any reason or cannot be processed, we will charge a Returned Payment Fee equal to the lesser of \$27 or your Minimum Payment (“Returned Payment Fee”). In the event a payment is returned in any of the six (6) Billing Cycles after the initial returned payment, you will be charged \$38 or the amount of the required Minimum Payment, whichever is less. The charge may be imposed even if we elect to re-present the item and it is paid upon our re-presentation. We will not charge both a Late Payment Fee and a Returned Payment Fee based upon a single payment.

**Available Credit Limits.** Once the entire security deposit, if applicable, is paid in full, your Account will be opened and you will have access to your initial available credit. Funds received in connection with a security deposit may be held up to 10 days before an account is opened.

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

**Applicable Law.** This Agreement and your Account, and any claim, dispute or controversy (whether in contract, tort, or otherwise) at any time arising from or related to your Account, this Agreement or any transferred balances, are governed by and construed in accordance with applicable federal law and, to the extent not preempted by federal law, by the laws of Missouri (without applying its choice-of-law rules) as authorized by Missouri Revised Statutes Section §408.145. The formation, legality, enforceability, and interpretation of this Agreement, and any amounts contracted for, charged and received under this Agreement, will be governed by such laws. This Agreement is entered into between you and us in Missouri, regardless of the state of your residence or whether or not your Account or Card is used in Missouri. Our decisions regarding the extension of credit to you are made in the State of Missouri. Federal and Missouri law will also apply to any controversy, claim, or dispute arising from or relating in any way to the subject matter of this Agreement and your Account, including, without limitation, statutory, equitable, and tort claims.

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

crediting may result in late fee and additional interest charges and fees being applied to your Card.

**Your Consent to Automated-Dialer and Prerecorded Calls and Text Messages.** By providing us with a telephone number(s), at any time, you consent and authorize Mid America Bank & Trust Company and its affiliates, agents and independent contractors, to contact you regarding your account at such number using any lawful means of communication, including, but not limited to calls placed to your cell, mobile or other phone using an automated dialing service, pre-recorded messages or text messages. By providing us with your telephone number, your consent is presumed and is on-going and continuous regardless of any prior preference or election you made to opt-out of receiving automated dialing services, pre-recorded messages or text messages. Standard text messaging and/or calling charges may apply.

### **TERMS AND CONDITIONS OF YOUR DEPOSIT ACCOUNT**

**Security Deposit (if applicable).** We may require a collateral deposit in the form of a security deposit, up to the full amount of the Credit Limit to be paid in full before the Account is opened to offset the risk associated with the Account. Refer to the “Terms and Conditions of Your Deposit Account” and “Truth in Savings Disclosure – Deposit Account” section of the Cardholder Agreement for more information.

The following additional terms apply in connection with your Deposit Account.

**Deposit.** An initial Deposit Account balance is needed to open your Account. This amount is printed in the application decision letter and must be paid by one of the payment methods contained in such letter. You may make additional deposits to your Deposit Account up to a maximum Deposit Account balance of \$2,000 after the Account has been open for 90 days and we have received at least three timely minimum monthly payments, we will increase your credit limit to the amount of your Deposit Account balance. Any non-cash items tendered for deposit will be given only provisional credit until collection is final. Deposit funds may be held up to 10 days. We are not responsible for transactions initiated by mail or outside depository institutions until we actually receive them. We will treat and record all security deposit funds received after our “daily cutoff time” on a Business Day we are open, or received on a day that we are not open for business, as if initiated on the following Business Day that we are open.

**Withdrawals.** Since this Deposit Account is collateral for your Account, withdrawals are not permitted from this Deposit Account while there remains an outstanding balance on your Account or while you retain possession of any Card. If your Account is cancelled either by you or us, we have ninety (90) days from the earlier of the date of the return of your Card or the expiration date of the Card for all charges made on the Card to clear. When we receive payment in full under your Account, and upon the expiration of this period, we will remit to you the full amount remaining in your Deposit Account.

**Applicable Law.** Your Deposit Account and any claim, dispute, or controversy arising from or relating to this Agreement or your Deposit Account, are governed by and interpreted under federal law and construed in accordance with the laws of the State of Missouri (without applying its choice-of-law rules). The formation, legality, enforceability, and interpretation of this Agreement, and any amounts contracted for, charged and received under this Agreement, will be governed by such laws. This Agreement is entered into between you and us in Missouri, regardless of the state of your residence. Our decisions regarding the Deposit Account are made in the State of Missouri. Federal and Missouri law will also apply to any controversy, claim, or dispute arising from or relating in any way to the subject matter of this Agreement and your Deposit Account, including, without limitation, statutory, equitable, and tort claims.

**Bankruptcy.** If you become a debtor in any proceeding under the United States Bankruptcy Code, you agree that you will recognize us as a perfected secured creditor with respect to the Deposit Account and that you will declare the Deposit Account as exempt property pursuant to the provisions of the United States Bankruptcy Code or applicable State exemption laws.

**Amendments.** We may amend the terms and conditions applicable to your Deposit Account separately from the remainder of this Agreement at any time with reasonable written notice to you, as required by law.

**Assignments Prohibited.** You may not assign the Deposit Account to anyone other than us without our prior written consent.

**Pledge Agreement.** As a security for the payment of all credit extended through your Account, you pledge to, and grant Continental Finance, its successors and assigns, a security interest in all funds now and hereafter deposited in your Deposit Account. You authorize us to unconditionally restrict withdrawals from your Deposit Account. If your Account is in default or if your Account is

terminated for any reason, we may at any time thereafter, and without notice to you (unless otherwise required by law), apply all or part of the funds in your Deposit Account as a credit toward any and all amounts owed on your Account. We may also exercise any other remedies under the terms of this Agreement or otherwise legally available. After the Account has been closed and you have returned any Card(s) to us, and there are no amounts owed under this Agreement, we may hold the funds in the Deposit Account until the earlier of the following: (1) we in our discretion, close the Deposit Account and return any remaining funds to you; or (2) within 15 days after we receive a written request from you to return any funds remaining in the Deposit Account.

#### **TRUTH IN SAVINGS DISCLOSURE – DEPOSIT ACCOUNT**

**FDIC Insured.** This deposit account will be held at an FDIC insured financial institution and will receive the benefit of FDIC insurance.

**Rate Information.** This is a non-interest bearing Deposit Account. The Interest Rate and Annual Percentage Yield is 0%. No interest accrues on the Deposit Account.

**Minimum Balance Limitations.** The minimum balance to open the Deposit Account is the amount printed in the application decision letter. Once your balance reaches the required amount, your Account will be opened. We must receive the entire amount within 30 days from the date we received your application, or any money applied to your Deposit Account will be refunded.

**Transaction Limitations.** No withdrawals will be permitted from your Deposit Account while there remains a balance on your Account or while you retain possession of the Card. The maximum amount of funds that may be deposited into this Deposit Account is \$2,000.00. Deposit amounts and the corresponding methods of payment will be disclosed in the application decision letter. Deposit funds may be held for up to 10 days, which will delay the opening of your Account.

**Fees.** No fees are charged in connection with the Deposit Account.

#### **CARDHOLDER AGREEMENT AND DEPOSIT ACCOUNT CONTRACT**

**General Terms.** The Cardholder Agreement and Deposit Account Contract covers the terms and conditions of the Card Account (entire Agreement will be included in the card carrier, which includes your plastic). Mid America Bank & Trust Company (“MABTC”) is the Card issuer and assigns its rights for servicing and other rights to Continental Finance Company (“Continental Finance”) after Card issuance.

#### **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:

Continental Finance

P.O. Box 8099

Newark, DE 19714-8099

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 two billing cycles, but no later than 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 CHARGES** 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 CHARGES** 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 Monthly Billing Statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your 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 Monthly Billing Statement. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your 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 Card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

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

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

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at:

Continental Finance  
P.O. Box 8099  
Newark, DE 19714-8099

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

**STATE DISCLOSURES**

**California Residents.** A married applicant may apply for a separate Account. As required by law, you are hereby notified that a negative credit reporting reflecting on your credit record may be

submitted to a Consumer Reporting Agency if you fail to fulfill the terms of your credit obligations. After credit approval, each applicant shall have the right to use the Account up to the limit of the Account. Each applicant may be liable for amounts extended under the plan to any joint applicant. **Delaware Residents.** Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month.

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

**Missouri Residents.** Credit card fees are governed by MO.Rev.Stat § 408.145.

**New York and Vermont Residents.** We may obtain a consumer report for any legitimate purpose in connection with your Account or your application, including but not limited to reviewing, modifying, renewing and collecting on your Account. Upon your request, we will inform you of the names and addresses of any Consumer Reporting Agencies that have furnished the reports. New York residents may contact the New York State Banking Department (1-800-342-3736) to obtain a comparative list of credit card rates, fees and grace periods.

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

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

**Arbitration Notice.** If you are issued a credit Card, your Cardholder Agreement will contain a binding Arbitration Provision. In the event of any dispute relating to your Agreement, the dispute will be resolved by binding arbitration pursuant to the rules of the American Arbitration Association or an arbitration organization mutually agreed upon by the parties. Both you and we agree to waive the right to go to court or to have the dispute heard by a jury (except in regard to any collection activities on your Account). You and we will be waiving any right to a jury trial and you also would not have the right to participate as part of a class of claimants relating to any dispute with us. Other rights available to you in court may also be unavailable in arbitration. When you receive your Agreement you should read the Arbitration Provision in your agreement carefully and not accept or use the Card unless you agree to be bound by the Arbitration Provision.