

Visa Business Card

Cardholder Agreement and Disclosure

This is the Agreement between Heartland Bank (the “Bank” “we” or “us”) and you, concerning your Visa Business credit card (each, a “Card”) and your credit card account (“Account”). In this Agreement, the words “you” and “your” mean the person, corporation, partnership or other business organization which applied for this Card, all authorized signers, anyone to whom any of you give a Card (even if they exceed your instructions), and anyone else authorized to use the Account, and each person to whom we issue a Card (each, a “Cardholder”).

By accepting, using, or signing the Card or the Account, you agree to the terms and conditions set forth in this Agreement.

1. Use of Account. You may use your Card or Account Number to purchase or lease goods and services (“Purchases”) at merchants that accept Visa credit cards, and for cash advances obtained from financial institutions, automatic teller machines, or others through use of the Card or your Account, or through the use of special checks (“Cash Advance Checks”) that we may, at our option, provide to you to access your Account (“Cash Advances”). You may transfer balances from another credit card to your Account (a “Balance Transfer”). Each Purchase, Cash Advance or Balance Transfer is a “Transaction”. In addition, some establishments may cash checks for, or accept checks from you upon presentment of the Card. If we have to pay the amount of any such check because it was dishonored or otherwise returned unpaid for any reason, we will charge your Account for a Cash Advance in the amount of the check. **You further agree that: (a) no Purchase or Cash Advance will be used for or related to an illegal transaction, (b) Purchases and Cash Advances will not be made for personal, family, or household purposes (“Consumer Purposes”), (c) Balance Transfers shall not include any balances accrued for purchases or cash advances for Consumer Purposes, and (d) because none of the Transactions will be for Consumer Purposes, this Agreement is not governed by, nor subject to, the Federal Truth in Lending Act, Federal Reserve Board Regulation Z, or any similar laws or regulations of any state.**

2. Honoring of Card. We are not responsible for any merchant’s refusal to honor your Card or Account or if any automated teller machine or other device does not accept your Card or Account. We will not be liable for any failure to authorize credit for a Transaction due to operational difficulties or mistakes. Transactions made above a certain dollar amount may require authorization by us before the Transaction is approved. The number and amount of Transactions you make in one day may be limited. These restrictions are for security reasons. Neither we nor our agents will be responsible or have any liability if authorization for a Transaction is not given. If your Account is over limit or delinquent, authorization of a credit for Transactions may be declined. If you provide a merchant with authority to initiate recurring preauthorized transactions on your Account or Card, it is your responsibility to provide accurate information concerning your Account to the merchant, to contact the merchant to discontinue any preauthorized

3. Promise to Pay. You promise to pay for all Purchases (including Other Fees) and Cash Advances, all FINANCE CHARGES and any other amounts that may come due under this Agreement. When you use the Card or your Account or authorize or permit someone else to use it for any purpose, you represent to us that you have the intention and ability to pay for all Transactions initiated by you or any Cardholder. All Cardholders will be bound by this Agreement to the extent of Transactions they initiate.

4. Billing Statements. We will send a billing statement (“Periodic Statement”) to you at the most current billing address that we have on file for you at the end of each billing cycle in which (a) you have an outstanding debit or credit, (b) your New Balance exceeds \$1, or (c) any FINANCE CHARGE is imposed. It is your responsibility to be sure that you have received a Periodic Statement each month. You must make all required payments even if you do not receive a Periodic Statement, subject to applicable law. Your periodic billing statement will tell you, in addition to certain other information, the amount of all Cash Advances, Purchases, FINANCE CHARGES, payments and credits posted to your Account during the billing cycle. You agree to pay us the “Minimum Payment Due,” (“Minimum Payment”) as shown on your Periodic Statement. Your Minimum Payment will be 3% of the New Balance shown on the Periodic Statement, plus the amount of all past due payments, all Late Fees due, and the amount by which the New Balance exceeds your Credit Limit, but no less than the greater of \$10 or the amount of the FINANCE CHARGE billed to your Account during the billing period. You may pay a larger amount if you wish to do so. If the New Balance is less than \$10, you agree to pay it in full. Your payment is due on or before the Payment Due Date shown on your Periodic Statement at the address shown on your Periodic Statement.

5. Upon termination of your Account or during any period in which your credit privileges are suspended, your Minimum Payment for a billing cycle will be calculated on the New Balance of your Account as of the date your Account was terminated or your credit privileges were suspended.

Any amount you pay in excess of the Minimum Payment will be applied first to the outstanding balance bearing the highest rate of interest, and then to each successive balance bearing the next highest rate of interest, until the payment is exhausted, and will not be applied to the Minimum Payment due for the next billing cycle. Credits, other than payments, will not be applied to the Minimum Payment due except when the Minimum Payment is equal to the balance outstanding.

6. Finance Charge. We will impose FINANCE CHARGES on your Account by applying the Periodic Rate to “Average Daily Balance(s)”.

We determine a portion of the FINANCE CHARGE on your Account by applying the Monthly Periodic Rate to the Average Daily Balance of Purchases, an amount that includes current Transactions. The “Average Daily Balance of Purchases” means the sum

of the Purchase balances owing on your Account at the end of each day during a billing cycle divided by the number of days in the billing cycle, excluding any unpaid FINANCE CHARGES. Average Daily Balance of Purchases will not include the average daily balance of either Purchases previously billed or new Purchases posted during the billing cycle if you paid the Previous Balance in full within 25 days from the previous Closing Date (which date is indicated on your Periodic Statement) or if the Previous Balance was \$0 or a credit balance.

We determine a portion of the FINANCE CHARGE on your Account by applying the Monthly Periodic Rate to the Average Daily Balance of Cash Advances. The “Average Daily Balance of Cash Advances” means the sum of the Cash Advance balances owing on your Account at the end of each day during a billing cycle divided by the number of days in the billing cycle, excluding any unpaid FINANCE CHARGES. For Cash Advances, the Periodic FINANCE CHARGE will accrue from the date of the Transaction. There is no time period in which to pay to avoid the Periodic FINANCE CHARGES on Cash Advances.

“Previous Balance” indicated on your periodic billing statement is the same balance which was identified as New Balance on your previous billing statement.

7. Periodic Rate. The Periodic Rate is the “nominal ANNUAL PERCENTAGE RATE” divided by 12. Until the last day of your third billing cycle, the nominal ANNUAL PERCENTAGE RATE will be 0%. Beginning on the first day of your fourth billing cycle, the nominal ANNUAL PERCENTAGE RATE will be the Index Rate (as defined below) plus a margin of 5.99%. The nominal ANNUAL PERCENTAGE RATE may change (increase or decrease) each month based on movements in the Index Rate.

8. Index Rate. The Index Rate is the highest rate disclosed as the “prime rate” in the “Money Rates” section of *The Wall Street Journal* on the Bank’s first business day following the 15th business day of each month. We use *The Wall Street Journal* Prime Rate solely as a pricing index and do not represent it to be the lowest or best interest rate available to a borrower at the Bank at any given time. Any change in the Periodic Rate will go into effect on the first day of your new billing cycle after the change and may result in an increase or decrease in the Finance Charges imposed on your Account and in your monthly payment. If *The Wall Street Journal* ceases to publish a “prime rate”, we may substitute the prime rate as published in another publication or we may substitute another index which we do not control.

9. Default Rate. If any of the following events occur during any portion of the 12 month period ending with the Closing Date of the current billing period, we may, at our option, increase your rate to the Default Rate: (a) you do not pay the Minimum Payment when due, (b) your Account is overlimit three or more times, or (c) your payment is returned by your financial institution. The Default Rate is a monthly periodic rate of 2.166% and an ANNUAL PERCENTAGE RATE of 26%. If the Default Rate is applied, any introductory Fixed Rate or any other promotional rate will terminate, and the

Default Rate will apply for a minimum of 12 consecutive billing periods beginning with the current billing period.

10. Cash Advance Rate. The monthly periodic rate for Cash Advances, including the use of any Cash Advance Checks will be 1.75%, an ANNUAL PERCENTAGE RATE of 21%.

11. Minimum Finance Charge. You will be charged, in lieu of the FINANCE CHARGE that would otherwise be imposed on your Account, a minimum FINANCE CHARGE of \$.50 for each billing cycle during which a FINANCE CHARGE is due in an amount less than \$.50.

12. Accrual of FINANCE CHARGES. If you obtain a Cash Advance, or if the payments and credits posted to your Account by the Bank within 25 days from the Closing Date total less than the New Balance, the next periodic billing statement will include FINANCE CHARGES. FINANCE CHARGES, at the rate described above, begin on the date Purchase and Cash Advance Transactions are posted to your Account, and continue up to the date when payment is posted to your Account by the Bank.

13. Other Fees. The following fees (“Other Fees”) will be charged to your Account as Purchases under the circumstances set forth below.

A. **LATE FEE.** A late fee of \$35.00 may be charged on your account if we do not receive a payment equal to or greater than the Minimum Payment Due by the Payment Due Date as reflected on your Periodic Statement. You will only be charged one late fee for any one late payment.

B. **CASH ADVANCE FEE.** A Cash Advance Fee of 3% of the Transaction amount of each Cash Advance Transaction or Convenience Check amount will be charged to your account.

C. **FOREIGN TRANSACTIONS.** A Currency Conversion Transaction fee of 3% of the U.S. Dollar value of the Transaction made in a foreign currency will be charged to your account in addition to any other applicable fee.

D. **RETURNED PAYMENT FEE.** A returned payment fee of \$25 will be charged if a payment of any kind that you provide to us is not paid by your bank, or if we return a Cash Advance Check unpaid because it exceeds your available Credit Limit at the time that it is presented to us for payment.

E. **BALANCE TRANSFER FEE.** A Balance Transfer fee of 3% of the transaction amount of the balance transfer up to a maximum fee of \$75 will be charged to your account.

By accepting, using or signing the card or the account, you agree that all of the fees contained in this Agreement are reasonable and proportional to such action, omission or violation causing the fee.

14. Credit Limit. We have advised you by separate document of your Credit Limit. You agree not to use the Account to obtain credit in excess of your Credit Limit. We are not required to make Cash Advances or to extend credit for Purchases if it will cause you to exceed your Credit Limit, but if we do, you agree to pay us the excess amount, plus applicable Finance Charges and Other 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. We also may, from time to time, establish limits on the amount of Cash Advances that may be charged to your Account. We will notify you of any such limits on your billing statement or through other means.

15. Payments. All payments must be made by check or money order in U.S. Dollars. Any check or money order in payment of your Account must be drawn on a financial institution located in the United States or its possessions. Cash Advance Checks may not be used to pay your bill with us. We can accept payments that are marked with restrictive endorsements such as “payment in full” without losing any of our rights under this Agreement. Payments will be posted to your Account as of the date of receipt when made in accordance with the billing instructions included on the billing statement. Payments are applied in the following order: FINANCE CHARGES, Other Fees, annual or renewal fees (if any), billed Cash Advances, billed Purchases, unbilled Cash Advances, unbilled Purchases. Credits for returns are applied first to unbilled Purchases with any remainder applied as a payment. We may accept payments that do not conform to the requirements as set out in your billing statement, and shall post such payments within five (5) days of receipt. Payments and credits posted after the Payment Due Date shown on your billing statement or totaling less than the entire balance owing will reduce the balance owing as of the date posted (and the Average Daily Balance), but will not avoid a FINANCE CHARGE. If we accept a payment for an amount in excess of your outstanding balance, your available 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.

16. Others Using Your Account. You promise to pay for all Transactions initiated by any Cardholder, whether or not you notify us that they will be using it. If you authorize a Cardholder to use a Card to obtain credit on your Account and entrust a Card to him or her for that purpose, you agree that the person is authorized to use the Card or Account until you terminate authority by (a) recovering possession of the Card and (b) notifying us in writing that such Cardholder’s authority to use the Card or Account is terminated. You will be liable for all charges to the Account arising from use of the Card or the Account by such Cardholder until you have terminated the person’s authority as described above.

17. Unauthorized Use. If the Card is lost or stolen, or if you think that someone is using the Card or the Account without your authority or permission, notify us immediately by calling us between the hours 7:00 a.m. to 8:00 p.m., CST, Monday through Friday, except bank holidays, at (800) 800-7872. At other times, you may call us at (800) 556-5678. You may be liable for the unauthorized use of the Card or your Account. 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 the Card or your Account and we have had a reasonable opportunity to act on such notice. In no event shall the Bank be obligated to reissue a lost or stolen Card

18. Termination. Either you or we may terminate or suspend your credit privileges under this Agreement at any time. To terminate your Account, you must notify us in writing. Upon termination, you are still obligated to pay all amounts in accordance with the terms of this Agreement. If you or any Cardholder continue to use your Card after receiving notice of cancellation, and we pay a card recovery fee to a third party for recovery of the Card, the amount of that fee may be charged to your Account as a Purchase, even after the Account has been closed.

19. Default. You will be in default on this Agreement if (a) you do not pay at least the Minimum Payment on or before any Payment Due Date; (b) you try to exceed or do exceed your Credit Limit without our permission; (c) you become subject to bankruptcy or insolvency proceedings; (d) you or your property are subject to attachment or garnishment proceedings; (e) we reasonably deem ourselves insecure; (f) you provide us with any false information or signature; (g) you die; or (h) you fail to comply with any provision of this Agreement. If you are in default we may, at our option, declare the entire balance due immediately without notice or demand. If your Account is referred for collection to an attorney who is not one of our salaried employees, you will pay reasonable attorneys fees as determined by a court having jurisdiction over the collection matter, plus assessed court costs. Our failure to exercise any of our rights under this Agreement, including acceptance of a payment or Late Payment Charge after a Payment Due Date or after you have exceeded your Credit Limit, does not mean that we have waived those rights, nor will such failure prevent us from exercising those rights later. Upon termination, you must return all Card(s) (cut in half) and all Cash Advance Checks (marked "Void") to the Bank.

20. Change of Terms. We may change the terms and conditions of this Agreement at any time, including, but not limited to, the Annual Percentage Rate, the formulas we use in computing the Finance Charge, the method of computing the Minimum Payment, the types and amounts of other charges and fees and the method of determining the balance on which the Finance Charge is calculated. If we make any change in the terms and conditions, we will give you any notice required by law.

21. Law that Applies. This Agreement, and all matters arising out of the issuance and use of the Card and the Account, shall be governed by federal law and the laws of the State of Missouri as they each apply. If any provision of this Agreement is held invalid, all valid provisions remain in effect. The Card and the Account have been applied for, approved and issued in the State of Missouri and all extensions of credit are made from the State of Missouri.

22. Notices. You agree to notify the Bank at the address set forth below in writing of any change of address before the change of address becomes effective. All notices required to be given by us in connection with your Account shall be deemed to have been delivered on the day they are deposited in the United States mail, properly

addressed, with postage prepaid, Notices that you send us will be effective when we actually receive them.

23. Credit Information. We may release information to credit reporting agencies (such as Dun & Bradstreet) and others, including our affiliates, about our experience with your Account. You authorize us to obtain a credit report on you at any time in the future to review your account.

24. Foreign Exchange. If you make a purchase or obtain a Cash Advance in a foreign currency, it will be converted by Visa U.S.A. into U.S. Dollars. Visa U.S.A. will use the procedures set forth in its Operating Regulations in effect at the time that the Transaction is processed. Currently, those regulations provide that the currency conversion rate to be used is either a wholesale rate or a government-mandated rate in effect one day prior to the processing date, increased by one percent.

The currency conversion rate in effect on the processing date may differ from the rate in effect on the Transaction date or the posting date. The currency conversion rate used may be the same as, greater than, or less than the amount that would be calculated by conversion through a financial institution in the country in which the Purchase or Cash Advance occurred. We do not determine the currency conversion rate which is used by Visa U.S.A.

25. Disclaimer of Liability. You may be offered certain benefits and services as a member of our Visa Program and holder of the 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.

26. Assignment. 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. You cannot transfer or assign the Account to anyone.

27. 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.

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FDIC Insured

MKT415

Equal Housing Lender