



Home Improver Card

# **CARDHOLDER AGREEMENT**

## **NY RESIDENTS: RETAIL INSTALMENT CREDIT AGREEMENT**

**U.S. VIRGIN ISLANDS RESIDENTS PLEASE READ THIS:** The provisions titled "Using Your Account," "Postdated Checks, Restrictive Endorsements Checks and Other Disputed or Qualified Payments," "Changes in Terms," "Assignment; Transfers," "Arbitration Provision," and "Billing Rights Notice" restrict or reduce your rights.

These Truth-in-Lending Act Disclosures are part of your Cardholder Agreement and contain important information about current rates and fees applicable to your Account. See the remaining Agreement for additional terms and conditions governing your Account and for definitions of terms used herein. Disclosures are accurate as of November 2018.

## TRUTH IN LENDING ACT DISCLOSURES

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	<b>29.99%</b>
Penalty APR and When it Applies	<b>29.99%</b> This APR may be applied to your account if you: (1) Make a late payment; or (2) Make a payment that is returned.  <b>How Long Will the Penalty APR Apply?</b> If your APRs are increased for any of these reasons, the Penalty APR will apply until you make six consecutive minimum payments when due.
Paying Interest	We will begin charging interest on the transaction date. There is no time period in which to avoid paying interest.
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">www.consumerfinance.gov/learnmore</a>.</b>
Fees	
<b>Penalty Fees</b>	
<b>Late Payment</b>	Up to the maximum fee permitted under Section 12 C. F. R. 1026.52(b)(1)(ii) ( <b>\$39</b> as of January 1, 2019). See monthly statement for current fee.
<b>Returned Payment</b>	Up to the maximum fee permitted under Section 12 C. F. R. 1026.52(b)(1)(ii) ( <b>\$39</b> as of January 1, 2019). See monthly statement for current fee.

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new transactions).” See the additional terms and conditions below for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in the additional terms and conditions below.

**Military Lending Act Disclosure:** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To hear disclosures related to the Military Lending Act, please call this toll-free number: 1-866-816-6994.

**COVERED MILITARY BORROWERS:** If you are a “covered borrower,” as defined under the Military Lending Act, 10 U.S.C. § 987, as amended, (i) the “Arbitration Provision,” (ii) any waiver of right to legal recourse under any state or federal law and (iii) any other provision in this Agreement that is not enforceable against you under the Military Lending Act does not apply to you so long as you are a “covered borrower.”

**GENERAL** This Cardholder Agreement (“Agreement”) governs the use of your revolving credit account (your “Account”). In this Agreement and in your monthly billing statement (“Statement”), “we,” “us,” “our” and “Bank” refer to The Bank of Missouri, including, as applicable, our successors, assignees and representatives. “You,” “your” and “Cardholder” refer to the person who applied and was approved for the Account and, as appropriate, all persons authorized to use the Account. “Application” refers to any (i) written or electronic application that you signed or otherwise submitted for this Account or (ii) oral request for credit and a Card resulting in this Account. “Card” refers to any credit card, Account number or other credit access device that we issue to you. Your Application, any Card carrier that we send with your Card, any other written documents (including any electronic record) evidencing any transactions made under your Account and any notices that we send to you with your Agreement are part of and incorporated into this Agreement. Please read and keep these documents for your records. This Agreement begins on the earlier of (a) the date we finally approve your Application for credit or (b) the first date that we extend credit to you or someone authorized by you on your Account. **This Agreement includes an Agreement to Arbitrate Claims (see “Arbitration Provision” below).**

**ACCEPTANCE OF THIS AGREEMENT** Your activation of your Card, your use of the Account, or any payment made on the Account evidences your acceptance of the terms of this Agreement.

**USING YOUR ACCOUNT** You can use your Card to purchase or lease goods or services (including mail, telephone and electronic orders) from participating establishments (each a "Purchase") up to any credit limit we may establish for you (your "Credit Limit"). You may use your Account only for personal, family, or household purposes. You may not use your Card or your Account for any illegal transaction or any gambling transaction. We may decline transactions for any reason, including: operational matters, default, or suspected fraudulent or unlawful activity. Transactions above a certain dollar amount may require authorization by us before the transaction can be approved. We will not be liable for the failure to authorize credit because of operational difficulties or mistakes. We may limit the number and amount of transactions approved in one day for security reasons, without any liability to you. We are not responsible for any losses associated with a declined transaction.

**HONORING YOUR ACCOUNT** We are not liable for the failure or refusal of a participating establishment to honor your Account.

**AUTHORIZED USERS** If you ask us to issue a Card to any other person and we agree to issue them a Card, they are an "Authorized User" of your Account and will be bound by the terms of this Agreement. We may impose a fee to issue a Card to an Authorized User as described below. See "FEES" section below. We may require certain information about them before issuing a Card. We may limit their ability to use their Card. You authorize them to have access to important information about your Account including available credit so that they can use their card responsibly. You will be responsible for use of the Account by them and by anyone they allow to use your Account, even if you did not want, or did not agree to, that use. If you want to remove an Authorized User from your Account, you must contact Customer Service and request their removal. You also must immediately destroy all Cards in their possession and cancel any transactions that they may have set up on your Account before their removal. You will be responsible for transactions that they set up before they were removed even if these amounts do not appear on your Account until later. Authorized Users may remove themselves from your Account upon request. We reserve the right to remove them from your Account for any reason. To remove them from your Account, we may choose to close your existing Account and issue you a new Account and replacement Card with a new number.

**PROMISE TO PAY** You agree to be bound by the terms and conditions of this Agreement. You promise to pay for all Purchases and all other amounts owed to us under the terms of this Agreement. You promise to make all payments in U.S. dollars and to submit for payment of your Account only checks or other items drawn on U.S. financial institutions.

**YOUR CREDIT LIMIT** You agree not to use your Account in any way that would cause you to go over your Credit Limit. We may refuse to authorize or accept any transaction on your Account that would cause you to exceed your Credit Limit. We may establish different Credit Limits for different features of your Account in addition to a general (total) Credit Limit. If you exceed your Credit Limit, you must pay us the excess amount promptly. We reserve the right not to

increase your available credit by the amount of any payment received, for a period of up to four (4) business days from the date of receipt to provide for processing and verification. Processing speeds can vary depending on how your payment is cleared.

Your Account represents a continuing offer to extend further credit to you which may be withdrawn at any time. We reserve the right to change (to set, increase, decrease or remove) the Credit Limit for your Account from time to time in accordance with this Agreement and applicable law. Certain changes in your Credit Limit may occur without prior written notice to you and may be based upon factors including, but not limited to, anti-fraud policies and procedures, your record of making timely payments and staying within your established Credit Limit, your credit score and information contained in your credit report and your proper maintenance of any checking account used to make automatic payments, if applicable.

If finally approved for an Account, your initial Credit Limit(s) will appear on your Card carrier. Your current Credit Limit(s) can be found on your Statement or provided upon request. **We do not accept Credit Limit increase requests.**

You have the right to receive an answer to a written inquiry concerning the status of your Account.

**SPECIAL TERMS** From time to time we may offer special terms in connection with your Account. These special terms may be limited to certain qualifying transactions. The period of time that special terms may be available may be limited. Information specific to any special terms will be provided at the time of offer. If you use your Account to enter into a qualifying transaction, you will be deemed to have acknowledged and agreed to the terms disclosed at the time of the offer, which terms may modify or differ from the regular terms of this Agreement. No formal amendment of this Agreement will be necessary and all terms of this Agreement will remain applicable except those inconsistent with the disclosed special terms of the offer. If at any time you fail to comply with the terms of this Agreement as modified by the special terms of an offer or are otherwise in default of any obligation you owe us, then we may, in our sole discretion, immediately terminate any special offer terms. We will notify you of the termination of any special terms if (and as) expressly required by law.

**DEFAULT** Unless prohibited by applicable law, you will be in default under this Agreement if you: (i) do not make at least the Minimum Payment required from time to time on or before its Payment Due Date; (ii) exceed your Credit Limit without permission; (iii) tender a payment on your Account and your payment is returned to us unpaid or otherwise rejected for any reason; (iv) become subject to bankruptcy or insolvency proceedings; (v) become subject to attachment or garnishment proceedings; (vi) give us any misleading, false, incomplete or incorrect information or false or fraudulent signature; (vii) die; or (viii) fail to comply with any term of this Agreement or any other agreement that you have with us. Subject to any notice of default and right to cure or other limitation of applicable law, if you are in default, we may, in addition to any other rights that we may have under this Agreement: (a) reduce your Credit Limit or

cancel your Account; (b) require you to pay your entire Account balance (including accrued but unpaid interest and any other fees and charges provided for in this Agreement) immediately; and/or (c) bring an action to collect all amounts owed.

You agree to pay, to the greatest extent not prohibited by law, our reasonable attorneys' fees and any collection costs and disbursements and court fees related to the collection of your Account.

**PENALTY RATE** If we do not receive your required Minimum Payment within 60 days of its Payment Due Date, all of your rates may increase to the Penalty Rate. The Penalty APR will cease to apply if we receive six consecutive minimum monthly payments on or before their respective payment due dates beginning with the first payment due date following the effective date of the increase.

**CANCELLATION** We may cancel your Account, refuse to allow further transactions, offer credit on different terms or adjust the amount of credit available to you at any time, with or without cause, subject to applicable limitations of law. We may terminate further transactions on your Account without notice if you change your address to a jurisdiction in which we do not make credit available at that time. You may close your Account by writing to us at Account Services, P.O. Box 105555 Atlanta, GA 30348-5555. The terms of this Agreement will continue to apply to any balance that you owe us until you have paid everything you owe, including any interest and fees due. **Account cancellation may adversely affect your credit history.**

**STATEMENTS** We will send you a Statement for each monthly billing cycle in which (i) the balance of your Account (including unpaid Purchases, interest and other fees and charges) on the last day of that billing cycle (the "New Balance") is greater than \$1 (debit or credit); (ii) we impose interest or a fee; (iii) there is any other activity on your Account or (iv) as otherwise required by applicable law. Your Statement will show, among other things, the total minimum payment you must make during the billing cycle (the "Minimum Payment") and the date that the Minimum Payment is due (the "Payment Due Date").

## **PAYMENT REQUIREMENTS AND CREDITING**

**Minimum Payment** You agree to pay at least the Minimum Payment shown on your Statement by the Payment Due Date shown on the Statement. **You may at any time pay off your entire balance in full or more than the Minimum Payment due without incurring any additional charge.** We reserve the right to change your Minimum Payment requirement from time to time. The Minimum Payment due each month will be an amount equal to (a) (i) the greater of 5.59% of your highest outstanding New Balance, since your Account was opened or since your New Balance was zero or (ii) \$30 plus (b) the greater of (a) any past due amount or (b) any amount by which your New Balance exceeds your Credit Limit. If your New Balance is less than your Minimum Payment, your New Balance is due in full. You may at any time make additional payments without penalty.

**Authorization Agreement for Automatic Payments** If you enrolled

in the Automatic Payment Plan, you acknowledge and agree to the following: (1) You authorize us to initiate electronic funds transfers (EFTs) by debit entries drawn on the bank account, debit or credit card you have identified to us in your application for this Account or any other account that you identify to us from time to time ("Bank Account") in the amount of your required Minimum Payments. **If you have a Deferred Interest Plan and you enroll in our Automatic Payment Plan, you will need to make one or more additional payments by mail or by phone to avoid interest. See Deferred Interest Balances below.** You have the right to receive notice of all electronic fund transfers from your Bank Account that vary in amount, and by enrolling, you agree that your monthly statement will serve as your notice of the amount of your monthly payment. You may change the amount to be deducted or withdrawn at any time. Your new monthly payment will be effective within 3 business days of our receipt of your instruction. (2) We will initiate authorized EFTs each month on or after the Payment Due Date shown on your monthly statement. (3) You agree that in the event any debit is rejected or dishonored we may reinitiate the debit card account once. (4) You have provided us with all necessary information for the Bank Account that you wish us to debit and the Bank Account on which the Automated Clearing House (ACH) debit is authorized, is a legitimate, open and active account. You agree to notify us promptly if this information changes. (5) The origination of ACH transactions must comply with the provisions of U.S. law. (6) Once enrolled, automatic payments will continue until you notify us that you wish to terminate your enrollment in the Automatic Payment Plan, or until we terminate your enrollment. You may terminate your enrollment by calling Customer Service at the telephone number shown on your monthly statement. You must give any notice of termination in such a manner and sufficiently in advance to allow us and your financial institution a reasonable opportunity to act. We may terminate your enrollment if you fail to keep your Account or your Bank Account in good standing. Delinquency or closure of either account, for any reason, may result in immediate termination of your enrollment in the Automatic Payment Plan. Also, if there are insufficient funds in your Bank Account to process any payment, your enrollment in the Automatic Payment Plan may be terminated immediately. (7) We are not responsible for any fees that may be charged by your depository institution as the result of your participation in the Automatic Payment Plan. (8) You have the right to review your accounts and to withdraw any privileges previously granted. (9) Participation in the Automatic Payment Plan is not a requirement of continuing credit under your Account. **Enrollment in the Automatic Payment Plan is optional.**

**Right to Stop Payment and Procedure For Doing So:** If you have scheduled monthly payments through the Automatic Payment Plan, you can tell us to stop any of these payments by calling Customer Service at the telephone number shown on your monthly statement, by sending an e-mail to [service@thdhomeimprovercard.com](mailto:service@thdhomeimprovercard.com) or by writing to us at Customer Service--Automatic Payment Plan Department, P.O. Box 105555, Atlanta, GA 30348-5555. If you send us an email or write to us, your request must reach us at least 5 business days before the scheduled Payment Due Date. If you call us, we may require you to put your request in writing and to deliver your request to us within 14 days after you call. We may charge you a fee for each stop payment request that you give us. **If you tell us**

**to stop a payment at least 5 business days before the Payment Due Date and we do not stop payment, we will be liable for your losses or damages.**

***Alternative Payment Methods*** If you know that we will be unable to process a scheduled automatic payment for any reason, then to avoid a late payment charge, you must promptly send a certified check or money order to the "Payment Address" shown on the front of your monthly statement, or, if offered, you may take advantage of any pay by phone or online payment service that we may make available to you from time to time. If you make an alternative payment by postal mail or by pay by phone or online service while you are enrolled in an Automatic Payment Plan, we may treat such payment as an additional payment and process your next Automatic Payment Plan payment as scheduled or may reduce your next Automatic Payment Plan payment by the amount of any such additional payment received.

***Instructions for Mailed Payments*** If you pay by check or other written instrument, all payments, except disputed amounts, must be mailed or delivered to us at the address for payments shown on your monthly statement. Payments received at the address on the payment coupon by **5:00 p.m. Central Time**, Monday through Friday (except legal holidays) will be credited to your Account as of the date received. Payments must be received with the payment coupon (bottom portion) of your statement in the enclosed return envelope. If payments are received at any other location or without your payment coupon, crediting of those payments to your Account may be delayed. **Payments must be made to Payment Processing, P.O. Box 790105, St. Louis, MO 63179-0105, or any other address designated by us.**

***Application of Payments*** Subject to applicable law, we may apply payments first to unpaid interest and other fees and charges, then to Purchases in the order in which they are posted to your Account. We may apply payments to balances under Special Payment Plans prior to non-promotional balances.

***Disputed Payments Postdated Checks, Restrictive Endorsement Checks and Other Disputed or Qualified Payments.*** You agree not to send us partial payments marked "paid in full," "without recourse," or similar language. If you send such a payment, we may accept it without losing any of our rights under this Agreement. **All notices and written communications concerning postdated checks, restrictive endorsement checks (including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount) or any other disputed, nonconforming or qualified payments, must be mailed or delivered to Dispute Resolution, P.O. Box 105374, Atlanta, GA 30348-5374.** We may also accept late, postdated or partial payments without losing any of our rights under the credit agreement governing your Account. (A postdated check is a check dated later than the day it was actually presented for payment.) We are under no obligation to hold a postdated check and we reserve the right to process every item presented as if dated the same date received by us or our check



processor unless you give us adequate notice and a reasonable opportunity to act on it. Except where such notice and opportunity is given, you may not hold us liable for depositing any postdated check.

## **INTEREST**

**Interest** When your Account has an outstanding balance, we will assess periodic interest using a monthly periodic rate of interest. The monthly periodic rate is determined by dividing the annual percentage rate ("APR") by 12. The monthly periodic rate is 2.499% (corresponding APR of 29.99%). Interest will be imposed in amounts or at rates not in excess of those permitted by law.

**Balance Subject To Interest** We figure the interest charge on your Account by applying the applicable monthly periodic rate to the "average daily balance" of your Account. For each type of balance, we take the beginning balance each day (including accrued but unpaid interest charges), add eligible new transactions and any applicable fees, and subtract the applicable portion of any payments or credits. This gives us the daily balances for that type of 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 that type of balance.

**When Interest Begins To Accrue** We will begin charging interest on the transaction date. There is no time period in which to avoid interest on a transaction if a balance is not subject to a special promotion.

**Deferred Interest Balances** If you make a purchase under a special Deferred Interest Plan promotion, we will calculate interest for each cycle as described above. To avoid such interest you must pay the total purchase amount and accrued fees and charges that are subject to deferred interest ("Promotional Balance") **in full** by the last day of the promotional period as shown in the Deferred Interest Charge Calculation notice on the front of your monthly statement. Making only minimum monthly payments during the promotional period will not pay off your Promotional Balance by the last day of the promotional period. If you do not pay your Promotional Balance in full by such date, then the interest that has accrued from the date of purchase through and including the last day of the promotional period (Deferred Interest Charge) will be added to your regular Purchase balance.

## **FEEES**

Unless otherwise stated, the following fees may be added to your Purchase balance:

**Late Payment Fee** If you fail to make a timely payment, you agree to pay a Late Payment Fee of up to the maximum fee permitted under Section 12 C. F. R. 1026.52(b)(1)(ii) (**\$39** as of January 1, 2019). See Statement for current fee. For PR residents, you agree to pay the lesser of \$15 or 5% of the payment due for payments that are over 15 days late. No Late Payment Fee will exceed the amount of the related missed payment.

**Returned Payment Fee** To the greatest extent not prohibited by law,

if any payment is dishonored or returned, you agree to pay a Returned Payment Fee of up to the maximum fee permitted under Section 12 C. F. R. 1026.52(b)(1)(ii) (**\$39** as of January 1, 2019). See Statement for current fee if rejected for stopped payment. No Returned Payment Fee will exceed the amount of the refused or returned payment.

**Authorized User Fee** We will impose a fee for allowing access to another person who is not responsible for the repayment of the Account. The Authorized User Fee will be in the amount of \$25 and will be imposed annually for each Authorized User. Upon request, we may issue a separate Card to an Authorized User.

**REFUND OF INTEREST AND FEES** We will credit all interest and fees to your Account ONLY if you close your account within 30 days of receiving your initial Agreement and you make no charges to your Account. After such 30 day period, interest and fees are no longer avoidable or refundable and you will be responsible for paying any interest and fees charged to your Account.

**CONSENT TO RECEIVE ELECTRONIC DISCLOSURES** If, when you applied for your Account, you agreed to receive electronic notices and disclosures in connection with your Account (whether at an electronic mail address that you provided in your Application, at a website that we designate or otherwise), then, to the extent not prohibited by law, we may send notices concerning the availability of Statements and other notices and disclosures to you at the electronic mail address that you provided in your Application, any updated electronic mail address that you provide to us in writing or otherwise, as mutually agreed. If you subsequently choose to receive notices and disclosures by postal mail rather than electronically, then you agree to provide us with an updated postal address in a timely manner to allow us to comply with any applicable requirements of law.

**MONITORING AND RECORDING** To ensure that you receive quality service, you agree that we may record all phone calls. These calls, between you and our representatives, are evaluated by supervisors. It is our goal to provide prompt, consistent assistance and deliver accurate information in a professional manner.

**COMMUNICATING WITH YOU; CONSENT TO CONTACT BY ELECTRONIC AND OTHER MEANS** We may contact you for any lawful reason, including for the collection of amounts owed to us and for the offering of products or services in compliance with our Privacy Notice in effect from time to time. No such contact will be deemed unsolicited. To the greatest extent not prohibited by applicable law, we may (i) contact you at any address or telephone number (including wireless cellular telephone, VoIP or ported landline telephone number) that you may provide to us from time to time; (ii) use any means of communication, including, but not limited to, postal mail, electronic mail, telephone or other technology, to reach you; (iii) use automatic dialing and announcing devices which may play recorded messages; and (iv) send text messages to your telephone.

**NOTICE OF CHANGES IN YOUR ELECTRONIC MAIL, TELEPHONE NUMBER OR OTHER INFORMATION** You agree to

notify us promptly of any change in your electronic mail address, your postal address, your home telephone number, place of employment or other information provided in your Application or otherwise provided to us from time to time, including porting a landline telephone number to a cellular number or VoIP, by writing to us at Account Services, P.O. Box 105555, Atlanta, GA 30348-5555 or by calling us at 1-888-247-0237.

**CHANGES IN TERMS** We may, at any time in accordance with this Agreement and subject to the requirements of applicable law: (i) terminate this Agreement; (ii) terminate your right to make future Purchases; (iii) change your Credit Limit; or (iv) add new terms or delete or change any terms and conditions of this Agreement relating to your Account (including changing from a non-variable to a variable periodic rate, increasing any rate of interest, increasing or adding fees or charges, changing the method of computing the balance upon which interest is assessed or changing the date upon which interest begin to accrue). Changes that are favorable to you may be made at any time without prior notice. Changes in terms may be based upon factors including, but not limited to, anti-fraud policies and procedures, your record of making timely payments and staying within your established Credit Limit on your Account with us, your credit score and information contained in your credit report and your proper maintenance of any checking account used to make your automatic payments, if applicable.

When required by applicable law, we will provide you with written notice of a new or deleted term or change in terms and offer you the right to reject terms in the manner specified at the time of notice. No new term or change in the terms of this Agreement will affect your obligation to pay all amounts owing under this Agreement.

**ASSIGNMENT; TRANSFER** We may sell, assign or transfer all or any portion of your Account and all or any portion of our rights under this Agreement to any other person without prior notice to you. You may not sell, assign or transfer any of your rights under this Agreement.

**LOST CARDS AND UNAUTHORIZED USE** Contact us immediately if you believe your Card has been lost or stolen. Telephoning is the best way to minimize your possible losses. If you believe that your Card has been lost or stolen, or that someone has made a Purchase on your Account without your permission, call us at 1-888-247-0237. You will not be liable for any such unauthorized use that occurs after you notify us. You may, however, be liable for such unauthorized use that occurs before you notify us. In any case, your liability for such unauthorized use will not exceed \$50.

## **CREDIT REPORTS AND INFORMATION**

**Credit Reports** You authorize us to make or have made any credit, employment or other investigative inquiries we deem appropriate to renew, review or collect amounts owed to us on your Account. We also may obtain follow-up credit reports on you for any lawful purpose as long as you have an outstanding balance.

**Notice of information Reporting.** 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.

**Information Sharing** You acknowledge and agree that we may share information about you with others in accordance with our Privacy Notice (a copy of which we will provide to you and may be obtained from [www.thdhomeimprovercard.com](http://www.thdhomeimprovercard.com) as it is in effect from time to time).

**Notice of Inaccurate Information** If you believe that we have information about you that is inaccurate or that we have reported or may report to a credit reporting agency information about you that is inaccurate, please notify us of the specific information that you believe is inaccurate by writing to us at Account Services, P.O. Box 105555, Atlanta, GA 30348-5555.

#### **ARBITRATION PROVISION (AGREEMENT TO ARBITRATE**

**CLAIMS)** Unless you are a "covered borrower," as defined under the Military Lending Act, 10 U.S.C. §987, as amended, and except as otherwise stated below, any Claim (as defined below) will be resolved by binding arbitration pursuant to (a) this Arbitration Provision and (b) the Code of Procedure of the national arbitration organization to which the Claim is referred (as in effect when the Claim is filed). Claims will be referred to either Judicial Arbitration and Mediation Services ("JAMS") or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. Streamlined arbitration procedures will be used if available. If a selection by us of one of these organizations is unacceptable to you, you have the right, within 30 days after you receive notice of our election, to select the other organization listed to serve as arbitration administrator. For purposes of this Arbitration Provision, "Claim" means any claim, dispute or controversy (whether in contract, tort, or otherwise), past, present or future, (collectively, "Claims") as further described below. (If for any reason a selected organization cannot, will not or ceases to serve as an arbitration administrator, you or we may substitute another widely recognized arbitration organization that uses a similar code of procedure and is mutually acceptable to the parties.)

**Right To Reject Arbitration. You may reject this Arbitration Provision. If you do so, neither you nor we will have the right to engage in arbitration.** Rejecting this Arbitration Provision will have no effect on any of the other provisions in this Agreement. To reject this Arbitration Provision, you must send us your written rejection within 60 days after we open your Account, or 60 days after any change in terms that affects this Arbitration Provision, to Account Services Dispute Resolution, P.O. Box 105096, Atlanta, GA 30348-5096; ATTN: Consumer Credit Arbitration. In your letter, you must give us the following information: Name, Address and Account number. The right to reject granted here applies solely to this Arbitration Provision, and not to any other provision of this Agreement, or to any other agreement with us. In the event of a dispute over whether you have provided a timely rejection notice, you must provide proof of delivery. Neither party may elect to arbitrate an individual Claim brought in small claims court (or your state's equivalent court, if any). However, if a Claim that is brought in small claims court is transferred or appealed to a different court, either

party may elect arbitration.

**Significance of Arbitration; Limitations and Restrictions.** IF YOU OR WE CHOOSE TO RESOLVE A CLAIM BY BINDING ARBITRATION, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO (i) HAVE A COURT OR JURY DECIDE THE CLAIM BEING ARBITRATED (ii) ENGAGE IN PRE ARBITRATION DISCOVERY (THAT IS, THE RIGHT TO OBTAIN INFORMATION FROM THE OTHER PARTY) TO THE SAME EXTENT THAT YOU OR WE COULD IN COURT, (iii) PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN A CLASS ACTION, IN COURT OR IN ARBITRATION, RELATING TO ANY CLAIM SUBJECT TO ARBITRATION OR (iv) JOIN OR CONSOLIDATE CLAIMS OTHER THAN YOUR OWN OR OUR OWN. OTHER RIGHTS AVAILABLE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. Except as set forth below, the arbitrator's decision will be final and binding. Only a court may decide the validity of items (iii) and (iv) above. If a court holds that items (iii) or (iv) are limited, invalid or unenforceable, then this entire Arbitration Provision will be null and void. You or we can appeal any such holding. If a court holds that any other part(s) of this Arbitration Provision (other than items (iii) and (iv)) are invalid, then the remaining parts of this Arbitration Provision will remain in force. An arbitrator will decide all other issues pertaining to arbitrability, validity, interpretation and enforceability of this Arbitration Provision. The decision of an arbitrator is as enforceable as any court order and may be subject to very limited review by a court. An arbitrator may decide a Claim upon the submission of documents alone, or a party may request a telephonic hearing if permitted by applicable rules. The exchange of non-privileged information relevant to the Claim, between the parties, is permitted and encouraged. Either party may submit relevant information, documents or exhibits to the arbitrator for consideration in deciding a Claim.

**Broad Meaning of "Claims."** The term "Claims" in this Arbitration Provision is to be given the broadest possible meaning and includes (by way of example and without limitation) Claims arising from or relating to (i) the application for or issuance of your Account, (ii) use, terms, change in terms or addition of terms, closing or collection of your Account or this Agreement, (iii) advertisements, promotions or oral or written statements related to your Account, including any Claims regarding information obtained by us from, or reported by us to, credit reporting agencies or others, (iv) Claims between you and our parent corporations, wholly or majority owned subsidiaries, affiliates, predecessors, successors, assigns, agents, independent contractors, employees, officers, directors or representatives arising from your Account or this Agreement and (v) Claims regarding the validity, enforceability or scope of this Arbitration Provision or this Agreement.

**Arbitration Procedure and Costs.** For a copy of relevant codes of procedure, to file a Claim or for other information about JAMS and AAA, write them, visit their web site or call them at: (i) for JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614 or [info@jamsadr.com](mailto:info@jamsadr.com), <http://www.jamsadr.com>, 1 800 352 5267; or (ii) for AAA, 1633 Broadway, 10th Floor, New York, NY 10019 or [websitemail@adr.org](mailto:websitemail@adr.org), <http://www.adr.org>, 1 800 778 7879. If either party fails to submit to

arbitration following a proper demand to do so, that party will bear the costs and expenses, including reasonable attorneys' fees, incurred by the party compelling arbitration. Any physical arbitration hearing that you attend will be held in the federal judicial district where you live at the time the Claim is filed. The party initiating the arbitration will pay the filing fee. You may seek a waiver of the initial filing fee or any other fees incurred in arbitration. If you seek, but do not qualify for, a waiver, we will consider any written request by you for us to pay or reimburse you for all or part of such fees. Each party will pay for its respective attorneys', experts' and witness fees, regardless of which party prevails in the arbitration. A party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines. Allocation of fees and costs relating to appeals in arbitration will be handled in the same manner. For an explanation and schedule of the fees that apply to an arbitration proceeding with JAMS, please visit <http://www.jamsadr.com/rules-streamlined-arbitration>; for AAA, visit <http://www.adr.org/consumer-arbitration>. The appropriate fee schedule in effect from time to time is hereby incorporated by reference into this Arbitration Provision. The cost of arbitration may be higher or lower than the cost of bringing your Claim in court, depending upon the nature of your Claim and how the arbitration proceeds. Having more than one Claim and holding face to face hearings can increase the cost of arbitration. Again, neither you nor we will be permitted to arbitrate claims on a class wide (that is, on other than an individual) basis. An arbitration proceeding can decide only your or our Claims. You cannot join other parties (or consolidate Claims) except with respect to persons who use your Account.

***Governing Law for Arbitration.*** This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and will be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1 et seq., as amended, notwithstanding any other governing law provision in this Agreement. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law. Judgment upon any arbitration award may be entered and enforced, including without limitation by garnishment, attachment, foreclosure or other post judgment remedies, in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA, in which case any party can appeal the award to a three arbitrator panel administered by the selected arbitration administrator. The panel will reconsider de novo (that is, without deference to the ruling of the original arbitration) any aspect of the initial award requested by the appealing party.

***Continued Effect of Arbitration Provision.*** This Arbitration Provision will continue to govern any Claims that may arise without regard to any termination or cancellation of your Account. If any portion of this Arbitration Provision (other than the provisions prohibiting class wide arbitration, joinder or consolidation) is deemed invalid or unenforceable under the FAA, it will not invalidate the remaining portions of this Arbitration Provision. If a conflict or inconsistency arises between the code of procedures of the selected arbitration administrator and this Arbitration Provision, this Arbitration Provision will control.

**DELAY IN ENFORCEMENT** We can delay or waive enforcing any of our rights under this Agreement or under applicable law without losing any of those rights or any other rights. Even if we do not enforce our rights or remedies at any one time, we may enforce them at a later time.

**SEVERABILITY** Except as otherwise expressly provided in the Arbitration Provision, if any provision of this Agreement is finally determined to be void or unenforceable under applicable law, rule or regulation, all other provisions of this Agreement shall still be valid and enforceable.

Certain provisions of this Agreement are stated as being subject to applicable law. Such provisions may be void, unenforceable or inapplicable in some jurisdictions.

**ENTIRE AGREEMENT** This Agreement, including any other written, oral or electronic document incorporated into and made a part of this Agreement, is the entire agreement between you and us relating to your Account and supersedes any other prior or contemporaneous agreement between you and us relating to your Account. If there is any conflict between any one of these documents and this Agreement, the terms of this Agreement control. This Agreement may not be amended except in accordance with the other provisions of this Agreement.

**GOVERNING LAW FOR CREDIT** This Agreement, and any claim, dispute or controversy (whether in contract, tort, or otherwise) at any time arising from or relating to this Agreement, are governed by and construed in accordance with applicable federal law and, to the extent not preempted by federal law, the laws of Missouri (without regard to internal principles of conflict of laws), except that the arbitration provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. The legality, enforceability and interpretation of this Agreement and the amounts contracted for, charged and reserved under this Agreement will be governed by such laws. We extend credit from Missouri pursuant to Section 408.145 of the Missouri Revised Statutes. You agree that this Agreement is made, executed and delivered in Missouri and that we make all credit decisions, open all accounts and issue all proceeds from, impose all fees and charges in and receive all payments from you, in our offices in Missouri. To the extent not preempted by federal law or subject to Missouri law, for purposes of state law compliance, we have elected Section 12-103(a)(1) of the Interest and Usury statute and the Revolving Credit Accounts statute in Maryland (Md. Com. Law Code § 12-103(a)(1) and §§ 12-501 et seq.).

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF THE GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED (ELECTRONICALLY OR OTHERWISE) AN EXACT, COMPLETELY FILLED IN, LEGIBLE COPY OF THIS AGREEMENT, HAVE READ IT AND AGREE TO ITS TERMS.**

**NOTICE TO THE BUYER**

- 1. DO NOT SIGN THIS BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES.**
- 2. YOU ARE ENTITLED TO AN EXACT, COMPLETELY FILLED IN COPY OF THE AGREEMENT YOU SIGN.**
- 3. YOU HAVE THE RIGHT TO PAY, IN ADVANCE, THE FULL AMOUNT DUE.**

**CA RESIDENTS:** Interest is compounded on unpaid amounts.

**MD RESIDENTS:** You have the right under Section 12-510 of the Commercial Law Code to receive an answer to your written inquiry regarding the status of your account.

**MO RESIDENTS:** Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

**NH RESIDENTS:** This Agreement provides for reasonable attorneys' fees to be awarded to us in an action against you involving this Agreement. Reasonable attorney's fees will be awarded to you if you prevail in any action, suit or proceeding brought by us; or an action brought by you. If you successfully assert a partial defense or set-off, recoupment or counterclaim to an action brought by us the court may withhold from us the entire amount or such portion of the attorney fees as the court considers equitable.

**NJ RESIDENTS:** Because certain provisions of this agreement are subject to applicable law, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

**NY RESIDENTS: RETAIL INSTALMENT CREDIT AGREEMENT**

**WI RESIDENTS:** No provision of a marital property agreement, a unilateral statement under section 766.59 or a court decree under section 786.70 adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.

**BUYER/CARDHOLDER** Your name and address, our name and address and the date on any Application or any other document or record you sign in connection with your Account are incorporated here and made a part of this Agreement and represent your name



and address, our name and address, and the date on this Agreement. The electronic record of your transmission of a Unique Approval Code, if applicable, and the consummation of a sales transaction under this Agreement represents your signature on this Agreement.

**CREDITOR /s/ THE BANK OF MISSOURI, ST. ROBERT, MO**

**REV. DATE:** November 2018

## **BILLING RIGHTS NOTICE**

*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:

Account Services Dispute Resolution

P.O. Box 105374

Atlanta, GA 30348-5374

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:

Account Services Dispute Resolution  
P.O. Box 105374  
Atlanta, GA 30348-5374

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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