

Heartland Bank & Trust Company - Credit Card Agreement

Heartland Bank and Trust Company 401 N. Hershey Rd. PO Box 67 Bloomington, IL, 61702 McLean County

CREDIT CARD AGREEMENT AND DISCLOSURE STATEMENT FOR YOUR Heartland Bank and Trust Company® ACCOUNT

Notice: Read and retain this copy of your Agreement and Truth in Lending Disclosure for future reference.

TERMS USED IN THIS AGREEMENT: This Agreement and Disclosure Statement cover your Heartland Bank and Trust Company® Account (“Account”) shown above. In this Agreement, the words “you” and “your” mean any person who signs this Agreement or uses the Card. “We” “our” and “us” mean the bank named above. The “Card” means any credit card issued to you or those designated by you under the terms of this Agreement. “Use of the Card” means any procedure used by you, or someone authorized by you, to make a purchase or an advance whether or not the purchase or advance is evidenced by a signed written document. “Unauthorized use” means the use of your Card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. In this Agreement, any plural terms shall be deemed singular and any singular terms shall be deemed plural when context and construction so require.

EXTENSION OF CREDIT: If your application is approved, we may, at our discretion, establish an Account in your name and cause one or more Cards to be issued to you or those designated by you. In such event, you authorize us to pay for your Account all items reflecting credit purchases, balance transfers, and cash advances obtained through use of the Card.

JOINT APPLICANT LIABILITY: If this Agreement is executed by more than one person, each of you shall be jointly and individually liable to us for all charges made to the Account, including applicable fees. In addition, you agree that each of you designates the other as agent for the purpose of making purchases extended under this Agreement and each use of your Account shall be an extension of credit to all. Notice to one of you shall constitute notice to all.

OTHERS USING YOUR ACCOUNT: If you allow anyone else to use your Card, you will be liable for all credit extended to such persons. You promise to pay for all purchases, balance transfers, and cash advances made by anyone whom you authorize to use your Card, whether or not you notify us that he or she will be using it. If someone else is authorized to use your Card and you want to end that person’s privilege, you must notify us in writing, and if he or she has a Card, you must return the Card with your written notice for it to be effective.

CREDIT LIMITS: You promise that payments we make for your Account resulting from use of the Card will at no time cause the outstanding balance of your Account to exceed your credit limit as established by us or as adjusted from time to time at our discretion.

PROMISE TO PAY: You promise to pay us in U.S. dollars for (a) all purchases, cash advances, and balance transfers made by you or anyone whom you authorize to use the Card or Account; (b) **FINANCE CHARGES** and other charges or fees; (c) collection costs and attorney’s fees as permitted by applicable law, and any costs incurred in the recovery of the Card; and (d) credit in excess of your credit limit that we may extend to you. At the end of each monthly billing cycle for which you have a balance on your Account, you will be furnished with a periodic statement showing (i) the “Previous Balance” (the outstanding balance in the Account at the beginning of the billing cycle), (ii) the amount of all cash advances, purchases, balance transfers, Late Charges, Annual Fees, **FINANCE CHARGES**, and other charges or fees posted to your Account during the billing cycle, (iii) the amount of all payments and credits posted to your Account during the billing cycle, and (iv) the “New Balance” which is the sum of (i) and (ii) minus (iii).

You agree to pay on or before the “Payment Due Date” shown on the monthly periodic statement the entire New Balance, or a Minimum Payment equal to an amount which is 2.5% or \$25, whichever is greater. If the New Balance is \$25 or less, you agree to pay it in full. You may make extra payments in advance of the due date without a penalty, and you may repay any funds advanced, credit extended, or amount outstanding at any time without a penalty for early payment. Regardless of the amount of any extra payment during a given month, a monthly payment will be required the following month if a balance remains in your Account.

COST OF CREDIT: You will pay a **FINANCE CHARGE** for all cash advances made against your Account. **FINANCE CHARGES** for cash advances begin to accrue on the date of the advance. New purchases and balance transfers will not incur a **FINANCE CHARGE** on the date they are posted to your Account if you have paid the Account in full by the Payment Due Date shown on your previous monthly statement, or if there was no previous balance.

Until the first day of the billing cycle that includes the 7-month anniversary date of the opening of your Account, you will pay a **FINANCE CHARGE** for purchases and balance transfers made at the Introductory Rate daily periodic rate of 0.00545%, which has a corresponding **ANNUAL PERCENTAGE RATE** of 1.99%. Thereafter, the periodic rate used to compute the **INTEREST CHARGE** for purchases and balance transfers is based on an index (the "Index"), which is the Prime Rate as published in the Money Rates section of The Wall Street Journal on the last business day of the month and is subject to change monthly on the first day of each month. Any change in the Index will be effective on the first day of the billing cycle that ends on or after the date of the change.

The applicable periodic rate used to compute the **FINANCE CHARGE** is based on the Prime Rate as published in the Money Rates section of The Wall Street Journal on the last business day of the month and is subject to change monthly on the first day of each month. Any change in the Index will be effective on the first day of the billing cycle that ends on or after the date of the change. An increase in the Index will result in an increase in the periodic rate which, in turn, may result in higher payments.

The **FINANCE CHARGE** is figured by applying the periodic rate to the "Balance Subject to **FINANCE CHARGE**" which is the "Average Daily Balance" of your Account, including current transactions. The Average Daily Balance is arrived at by taking the beginning balance of your Account each day, adding in any new cash advances, and unless you pay your Account in full by the Payment Due Date shown on the previous monthly statement or there is no previous balance, adding in new purchases, balance transfers, and subtracting any payments or credits and unpaid **FINANCE CHARGE**. This gives us the daily balance. The daily balances for the billing cycle are then added together and divided by the number of days in the billing cycle. The result is the Average Daily Balance. The **FINANCE CHARGE** is determined by multiplying the Average Daily Balance by the number of days in the billing cycle and applying the periodic rate to the product.

No additional **FINANCE CHARGES** will be imposed on new purchases or balance transfers shown on your statement if the New Balance shown on the statement is paid in full by the Payment Due Date reflected on the statement. The Payment Due Date is not less than 25 days from the billing cycle closing date shown on your statement.

LIABILITY FOR UNAUTHORIZED USE: You may be liable for the unauthorized use of your Card. You will not be liable for unauthorized use of your Card if you notify us orally or in writing at the Dispute Center, 11601 Roosevelt Blvd, St. Petersburg, FL 33716, telephone number 844-448-0199, of the loss, theft, or possible unauthorized use. The foregoing liability limitation does not apply if you are grossly negligent or fraudulent in the handling of your Account or your Card, nor does it apply in the case of cash advances obtained at an ATM. In any case, your liability for unauthorized use will not exceed \$50 and you will not be liable for any unauthorized use that occurs after you notify us (or our designee) at the address or telephone number above.

CREDITING OF PAYMENTS: We do not charge for payments made by standard mail service or other standard payment methods approved by us. If we charge a fee for any expedited payment service we offer, that fee will be disclosed to you at the time you request the service. All payments made on your Account at the address designated for payment on the monthly periodic statement will be credited to your Account on the date of receipt. If the date of receipt is not a business day, your payment will be credited on the first business day following receipt. All payments on your Account will be applied first to collection costs, then to any **FINANCE CHARGE** and other fees due, and then to the unpaid principal balance. Interest paid or agreed to be paid shall not exceed the maximum amount permissible under applicable law, and in any contingency whatsoever, if we shall receive anything of value deemed interest under applicable law which would exceed the maximum amount of interest permissible under applicable law, the excessive interest shall be applied to the reduction of the unpaid principal amount or refunded to you.

LATE CHARGE: If a payment is 1 day or more past due, you will be charged a Late Charge of \$25.00.

ANNUAL FEE: There is no annual fee for this card.

RETURNED CHECK FEE: We will charge you a Returned Check Fee of \$25 each time you pay us with a payment that is returned unpaid. We will charge you this fee the first time any payment is returned unpaid, even if it is paid upon resubmission.

SECURITY INTEREST: All credit advanced to Holder for credit purchases, balance transfers or cash advances constitutes loans made to Issuer to Holder in the state of Illinois. Issuer disclaims as security for loans made to Holder under these regulations any security interest it may at any time have in household goods or real property. Except as disclaimed above, loans made to Holder after the effective date of these regulations may be secured by collateral given by any Holder to secure other loans from Issuer.

DEFAULT: You will be in default: (1) if you fail to make any payment on time; (2) if you fail to keep any promises you have made under this or any other agreement with us; (3) if you are the subject of an order of relief under Title 11 of the U.S. Code (Bankruptcy); (4) if anyone tries, by legal process, to take any of your money maintained with us; (5) if you have given us false or inaccurate information in obtaining your Card; or (6) if we reasonably believe that you are unable or unwilling to repay your obligations to us.

ACCELERATION: If you are in default, without notice to you we may accelerate your debt and call any amounts you owe immediately due and payable, plus **FINANCE CHARGES** which shall continue to accrue until the entire amount is paid. You expressly waive any right to notice of our intention to accelerate and notice that your debt has been accelerated.

TERMINATION AND CHANGES: You may terminate this Agreement, by written notice, as to future advances at any time. We can terminate this Agreement at any time subject to such notice as may be required by applicable law. Termination by either party shall not affect your obligation to repay any payments made for your Account resulting from use of the Card as well as **FINANCE CHARGES** and other related charges. We may change the terms of this Agreement, including the periodic rate, at any time subject to such notice as may be required by applicable law. If you use your Card or Account to make a purchase or cash advance or balance transfer after having been given notice of a change in terms, you agree that the existing balance in your Account at the time of that use will be subject to the new terms, as shall subsequent uses.

NOTIFICATION ADDRESS FOR INFORMATION REPORTED TO CONSUMER REPORTING AGENCIES: We may report the status and payment history of your Account to credit reporting agencies each month. If you believe that the information we have reported is inaccurate or incomplete, please notify us in writing at the address shown above in this Agreement. Please include your name, address, home telephone number and Account number.

RECEIPT OF AND AGREEMENT TO TERMS AND CONDITIONS OF AGREEMENT: By using the Card, you agree to all the terms and conditions and promise to perform all the obligations, requirements, and duties contained in this Agreement, and you acknowledge receipt of a copy of this Agreement.

CREDIT INVESTIGATION: In conjunction with your application for credit and, if approved, maintenance of your Account, you agree that we have the right to investigate your credit and employment history, to verify your credit references, to request and use credit reports, and to report the way you pay your Account to credit bureaus and other interested parties.

ADDITIONAL PROVISIONS: Each provision of this Agreement must be considered part of the total Agreement and cannot in any way be severed from it. However, if any provision of this Agreement is finally determined to be void or unenforceable under any law, rule, or regulation, all other provisions of this Agreement will remain valid and enforceable. You understand that this Agreement is performable in the county and state of the bank shown above in this Agreement, and the validity, construction, and enforcement of this Agreement shall be governed by applicable federal law and the laws of the state in which the bank shown above is primarily located. We do not warrant any merchandise or services purchased by you with the Card. All purchases and cash advances are extended at the option of the merchant or cash-advancing financial institution and we are not responsible for the refusal of any merchant or financial institution to honor your Card. The Card remains our property at all times, and you agree to immediately surrender the Card upon demand. You agree to pay all reasonable costs of collection, including court costs and attorney's fees, and any costs incurred in the recovery of the Card. We can accept late payments or partial payments, or checks or money orders marked "payment in full" without losing any of our rights under this Agreement. We can also delay enforcing any of our rights under this Agreement without losing them. You expressly waive presentment for payment, demand, protest, and notice of protest and dishonor of same. You agree to give us prompt notice of any change in your name, mailing address, telephone number or place of employment.

You may not use your Card for any illegal transaction. You agree that we may decline to process any transaction which we believe in good faith to be for an illegal purpose. You agree that we will not be liable for declining to process any such transaction. If we do process any transaction which ultimately is determined to have been for an illegal purpose, you agree that you will remain liable to us under this Agreement for any such transaction notwithstanding its illegal nature. You agree that any illegal use of the Card will be deemed an act of default under this Agreement. You further agree to waive any right to take legal action against us for your illegal use of the Card and to indemnify and hold us harmless from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.

You acknowledge that we may provide personal data concerning you to VISA U.S.A., its Members, or their respective contractors for the purpose of providing you with VISA Emergency Cash and Emergency Card Replacement Services, and you consent to the release of your information for these purposes.

If you effect an international transaction with your VISA Card, the rate of exchange between the transaction currency and the billing currency used for processing the international transaction will be a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives or the government-mandated rate in effect for the applicable central processing date; and in each instance, plus a 1% Foreign Transaction Fee. The Foreign Transaction Fee will apply to all international purchase, cash disbursement, and account credit transactions.

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 Heartland Bank and Trust Company, 401 N. Hershey Rd. PO Box 67 Bloomington IL, 61702, or via the web at www.hbtbank.com.

In your letter, give us the following information: Your name and account number. The dollar amount of the suspected error. 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 or electronically. 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: 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. 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 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: 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: None 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.) 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. 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 (or electronically) at Heartland Bank and Trust Company, 401 N. Hershey Rd. PO Box 67 Bloomington IL, 61702, or www.hbtbank.com.

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.

CUSTOMER SERVICE: 844-448-0199 – 24 hours a day/7 days a week. (Please have Account information available.)

Authorization: I certify that I am at least 18 years of age, and that I have read and agree to all the terms, authorizations and disclosures contained on this form and that everything I have stated in the detachable certificate is true and correct. I authorize the Bank named on this certificate to check my credit record and to verify my credit, employment, and income references. I understand that the use of any card issued in conjunction with this offer will constitute my acceptance of and will be subject to the terms and conditions of the Card Agreement. I agree to be responsible for all charges incurred according to the Card Agreement. **I understand that the terms of my Account are subject to change as provided in the Card Agreement**