

### BUSINESS REWARDS CREDIT CARD TRUTH IN LENDING AND CUSTOMER AGREEMENT

Interest Rate and Interest Charges	
Annual Percentage Rate (APR) for Purchases	<b>11.25%</b> This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	<b>11.25%</b> This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	<b>11.25%</b> This APR will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	<b>29.99%</b> This APR may be applied to your account beginning when your account is 60 days or more past due. <b>How Long Will the Penalty APR Apply?</b> If your APRs are increased as a result of the account being 60 days or more past due, the Penalty APR will apply until you make six consecutive minimum payments by the due date.
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases and balance transfers if you pay your entire balance by the due date each month. We will begin charging interest on cash advances on the transaction date.
For Credit Card Tips from the Consumer Financial Protection Bureau (CFPB)	To learn more about factors to consider when applying for or using a credit card, visit the Consumer Financial Protection Bureau website at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .

Fees	
Annual Fee	None
Transaction Fees	None
<ul style="list-style-type: none"> <li>Balance Transfer</li> <li>Cash Advance</li> <li>Foreign Transaction</li> </ul>	Either <b>\$10</b> or <b>3%</b> of the amount of each transfer, whichever is greater.  <b>1.6%</b> of each transaction in U.S. Dollars when a transaction is billed from a foreign country and no currency conversion takes place or <b>2.00%</b> of each transaction in U.S. Dollars when a transaction is billed from a foreign country and a currency conversion takes place.
Penalty Fees	Up to <b>\$39</b>
<ul style="list-style-type: none"> <li>Late Payment</li> <li>Returned Payment</li> </ul>	Up to <b>\$29</b>

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new transactions)." See your account agreement for more details.

**Loss of Introductory APR:** We may end your introductory APR and apply the Penalty APR if your account is 60 days or more past due.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

Account & Transaction Type	Margin	Prime Rate effective 5/1/2020	Daily Periodic Rate of Interest	Corresponding APR
Business Rewards				
<ul style="list-style-type: none"> <li>Purchases</li> <li>Cash Advances</li> <li>Balance Transfers</li> </ul>	8.00%	3.25%	0.0308%	11.25%

**Keep this form** so You can refer to it if You have questions regarding Your Credit Card Account (“Account”). This Agreement covers Your Account with the Park Bank (“Issuer, “We” or “Us”). As used in this Agreement, “Account Holder, “You” or “Your” mean the entity identified in the application or other credit inquiry approved by Us (the “Entity”) or any sole proprietor, but does not include any Authorized User. The VISA® credit card (“Card”) issued by Us and each Account Holder, by signing or using the Card, agrees with Issuer to the following terms.

**This Agreement contains an Arbitration Provision. You have the right to opt out of this Arbitration Provision, as described below.**

## 1. DEFINITIONS

**Account** – Your Park Bank VISA® Credit Card Account

**Agreement** – This Credit Card Truth in Lending and Customer Agreement, together with the carrier containing Your Card, and the application or other credit inquiry You submitted to request Your Account

**Annual Percentage Rate** – Also expressed as an “APR,” a rate, shown as a percentage, used to calculate Interest on the balance on Your Account

**Authorized User** - Any person, other than an Account Holder, that You allow to use Your Account with a Card We provide with that person’s name

**Billing Cycle** – The period of time between each date when We create a statement for Your Account

**Card** – One or more cards or other devices (including Account information) used to access Your Account to obtain credit

**Credit Bureau** – An organization, such as TransUnion, Experian or Equifax, that compiles credit information for the purpose of generating credit reports

**Credit Limit** – Means the maximum dollar amount of credit that We have authorized for Your Account

**Finance Charge** – The amount of the Interest Charge and other fees paid to obtain credit

**Index** – A percentage amount that is added to the Margin to calculate the APRs applicable to specific Transactions

**Late Payment** – A payment is late if You don’t pay at least an amount equal to the Minimum Due by the payment due date

**Margin** – An additional percentage amount that is added to the Index to calculate the APRs applicable to specific Transactions

**Prime Rate** – The U.S. Prime Rate as published in the Money Rates listing of the Wall Street Journal

**Returned Payment** – A payment that isn’t honored by Your financial institution

**Transaction** – A Purchase, Balance Transfer or Cash Advance, as applicable

## 2. YOUR ACCOUNT

If there is more than one person bound to this Agreement, each will be individually and jointly responsible for paying all amounts owed under this Agreement. Each person bound under this Agreement, as well as any Authorized User, may make purchases individually and, if cash advances are permitted for your account, may obtain cash advances individually. You represent and warrant that the Account is intended only to be used for, and You and any person You permit to use this Account may only use the Account for, business, commercial, or organizational purposes. This means that certain duties imposed upon creditors and certain rights given to consumers do not apply to this Account. Any breach of this paragraph does not affect Our rights to payment of all amounts owed on the Account or certain rights and remedies that are available to Us that otherwise would not apply to Accounts for personal, family and household purposes.

**By using the Card, You grant us a security interest in all individual and joint deposit accounts you have with us now and in the future to secure what you owe under this agreement.** You acknowledge and agree that We are the bank with which any such deposit accounts are maintained, and accordingly, We have control of any such deposit account. With respect to Our security interest, We will have all rights afforded under the Uniform Commercial Code, any other applicable law, and in equity. Without limiting the generality of the foregoing, when You are in default, you authorize us to apply the balance in these deposit accounts to any amounts due, without further consent or direction from You. Deposits in an Individual Retirement Account, and any other account that would lose special tax treatment under state or federal law if given as security, are not subject to the security interest you have given your deposits. If a specific dollar amount is pledged as security for funds advanced under this Agreement, We will freeze that deposit. Otherwise Your deposits may be withdrawn unless You are in default. Except as prohibited by law, We may, at any time after the occurrence of an event of default and notice and opportunity to cure, if required by applicable law, set off any amount unpaid under this Agreement against any deposit balance You may have at any time with Us. If you have other loans or credit extensions from Us, or take out other loans or credit extensions with Us in the future, You hereby grant a security interest in collateral securing those loans or credit extensions to secure your obligations under this Agreement except that we will not take a security interest in any dwelling that secures another loan with us.

You agree to notify Us if You change Your name, Your home or mailing address, or telephone number.

We can change the terms of Your Account from time to time in accordance with Wisconsin statutes and the federal Truth in Lending Act. We will give You notice if and to the extent required by applicable law. In certain circumstances, You may reject the change, close Your Account, and repay the outstanding balance in accordance with the applicable law.

We can cancel Your Account or reduce the amount of Your Credit Line after giving any notice if and to the extent required by law. You may cancel the Account at any time by giving Us written notice. If Your Account is cancelled, You will continue to be responsible for full payment of the outstanding balance on Your Account and all charges to Your Account, including those not yet received by Us, as well as subsequent finance charges and other charges. Each Card is our property, and You agree that the Cards are not transferable and to surrender any Card upon demand.

**Unlawful Transactions:** You aren't permitted to use Your Account for unlawful Transactions, which may include unlawful internet gambling. If You do use Your Account for unlawful Transactions, this Agreement still applies and You must pay Us for those Transactions. You also may have to pay the Card network and/or Us for any damages and expenses resulting from that use. In addition, We may close Your Account.

### 3. AUTHORIZED USERS

You may authorize others to use Your Account. Authorized User will receive a Card with his or her individual name embossed. We will not report Card status and history to Credit Bureaus on Authorized Users. You promise to pay for all Transactions made by anyone authorized to use Your Account, with or without a Card, and whether or not You notify Us that he or she will be using it. If another person has use of Your Account and You want to end that person's privilege, You must recover and return that person's Card, if any. If You are unable to recover and return the Card, You will continue to be liable for any charges made unless You tell Us to cancel all Cards and establish a new Account for You, which will be done automatically if You notify Us of unauthorized use under Section 14, Your Billing Rights. We may request written verification from You regarding any change or cancellation to Your Account.

### 4. CREDIT

Your Credit Limit is shown on each of Your Billing Statements. You agree not to use Your Account in any way that will cause Your balance to go over Your limit. If You do, We may at our option, close Your Account and/or exercise any of our other remedies under this Agreement or at law. You must pay the full amount of Your balance which is over the Credit Limit. The fact that We do not ask You for that amount as part of the Minimum Payment shown on Your billing statement does not relieve You of Your obligation to pay it immediately. We will not authorize any new Transactions if our records show that doing so will cause Your balance to go over Your limit. If We do authorize any such Transaction, such authorization will not result in any waiver of our rights under this section. If We increase Your Credit Limit, We will notify You in writing.

**Credit Information:** We can reinvestigate and reevaluate any information You provided on Your credit application at any time, and in the course of doing so, We may ask You for additional information, request Credit Bureau reports and/or otherwise verify Your current credit standing. You acknowledge and agree that We may obtain and verify credit, employment, income, and other information about You from Credit Bureaus and other third parties for any lawful purposes. Such purposes may include, without limitation, underwriting, reviewing, auditing, renewing, modifying, or collecting the Account; increasing or decreasing any Credit Limit or making other changes to the Account; and offering other products and services to You. You agree that We may release information to others, such as Credit Bureaus, regarding the status and history of Your Account. However, We are not obligated to release any such information to anyone unless We are required by law to do so.

If You believe We have furnished inaccurate or incomplete information about You or Your Account to a Credit Bureau, contact Us by telephone or in writing at (855) 496-8635 or Park Bank Card Services, P.O. Box 8969, Madison, Wisconsin 53708-8969 and provide us specific information to explain what You believe is inaccurate or incomplete. You may also contact the appropriate Credit Bureau directly at the following addresses and toll-free phone numbers: Equifax, P.O. Box 740241, Atlanta, GA 30374, (800) 685-1111; TransUnion, P.O. Box 1000, Chester, PA 19022, (800) 916-800; or Experian, P.O. Box 2002, Allen, TX 75013, (888) 397-3742.

### 5. ACCOUNT SERVICES

The following services are available through Your Account.

**Purchases:** You can use Your Account to purchase goods and services wherever VISA® credit cards are accepted.

**Cash Advances:** You can get a Cash Advance from Your Account by presenting Your Card at a financial institution that accepts VISA® or from any authorized Park Bank Automated Teller Machine ("ATM") or any ATM with a VISA® logo. Cash Advances might also include certain cash-like Transactions, such as wire transfers, person-to-person money transfers, foreign currency

Transactions, travelers checks, cashier's checks, money orders, deposits, wagers, and gambling Transactions. You acknowledge and agree that whether a Transaction posts to Your Account as a Purchase or Cash Advance depends the merchant category code assigned to the Transaction, and the merchant category codes are determined by Visa and therefore are not within Our control. You acknowledge and agree that the merchant class code assigned to a given Transaction is not within Our control. There may be a limit on the amount of cash and number of times You can obtain cash from ATMs in a given period.

You may not obtain a Cash Advance if Your Account is delinquent, closed or the amount of the advance would cause Your balance to go over Your Credit Limit. You will pay a fee to Us for obtaining a Cash Advance. An additional fee may be imposed by an ATM operator not holding this Account or by any national, regional, or local network used to complete the Transaction. A PIN may be required for these Transactions. There may be a limit on the amount of cash and number of times You can obtain cash from ATMs in a given period.

**Convenience Checks:** You can use Convenience Checks to access Your Account for goods, services or cash. Convenience Checks will be treated as Cash Advances for the purpose of calculating finance charges. You will pay a fee to Us for using Convenience Checks. Convenience Checks can be written for a minimum of \$50.00 and a maximum not to exceed Your available credit.

**Balance Transfers:** You may use Your Account to transfer balances from other credit cards by using the balance transfer form. Forms may be obtained by stopping in to any Park Bank branch or by calling 1-800-359-PARK. You may not transfer balances from other Park Bank Credit Cards. Balance transfers will be treated as a Purchase for the purpose of calculating finance charges and will reduce Your available credit. It may take up to three weeks for the Balance Transfer to be processed. Therefore, You may need to make payments to Your other Account(s) to keep them current. Your other credit card Account(s) will not be closed even if You transfer Your entire balance(s). If You wish to close the Account(s), please contact the credit card issuer directly.

## 6. FOREIGN TRANSACTIONS

If You use Your Card for a foreign Transaction You will be charged a fee. The fee will depend upon whether a currency conversion takes place. The amount of the fee is disclosed in the attached Truth In Lending disclosure. To the extent that You have used Your VISA® Card to purchase goods or services, or obtain cash involving a different currency, Your statement may reflect the conversion into U.S. dollars of Transactions which occurred, initially, in a different currency. The exchange rate applied to such Transactions is a (i) wholesale market rate or (ii) government- mandated rate in effect one day prior to the processing date. Each card network follows its own procedures for conversion including how the card network chooses an exchange rate and when to do the conversion. Some Transactions are considered foreign Transactions under the card networks' rules, even if You, the merchant, ATM, or other person using or accepting a Card is located within the United States.

## 7. VARIABLE INTEREST RATE BASED ON THE PRIME RATE

We calculate the APR by adding a Margin to the Index. The Index is based on the Prime Rate. If the Prime Rate increases, it will cause the APR to increase. If the Prime Rate decreases, it will cause the APR to decrease. For each Billing Cycle We use the Prime Rate published on the first day of the prior month. If the Prime Rate causes the APR to change, We put the new APR into effect as of the first day of the Billing Cycle for which We calculate the APR. We apply the new APR to any existing balances. If The Wall Street Journal does not publish the Prime Rate or the Prime Rate is otherwise no longer maintained, We will use a similar published rate. The APR may change as often as every Billing Cycle and there is no limit to how much the APR can change.

### How the variable APR for Your Billing Cycle is calculated:

In this example using the Business Rewards Card, the Billing Cycle starts on **November 25, 2019**. To determine the purchase APR that will apply to a Billing Cycle that starts on November 25, 2019, first determine the value of the Index by looking at the U.S. Prime Rate listed in the "Money Rates" section of The Wall Street Journal on **October 1, 2019**. On that date, the Prime Rate listed was 5%. Therefore, the APR for purchases using the Business Rewards Card for the Billing Cycle starting November 25, 2019 is 8% (the Margin) + 5% (the Index) = 13%.

**Penalty Rate:** An Annual Percentage Rate of 29.99% may be applied to Your Account if Your Account is 60 days or more past due. The Penalty Rate will go into effect 45 days following the date in which the Account is 60 days past due. The Penalty Rate will apply until You make six (6) consecutive minimum payments by the due date. At that time, the APR will be reduced to the

then applicable APR on Your next Billing Cycle.

## 8. FEES AND CHARGES

**Finance Charge on Cash Advance Plan:** Average Daily Balance (including current Transactions). The Interest Charge on Cash Advances begins from the date You obtained the Cash Advance, or the first day of the Billing Cycle in which it is posted to Your Account, whichever is later. There is no grace period provided for the current cycle Transactions. We also charge a Cash Advance Fee on the date You obtained the Cash Advance. The Interest Charges for a Billing Cycle are computed by dividing the Annual Percentage Rate (APR) by 365 or 366 (leap year) and applying to the average daily balance of Cash Advances. To get the average daily balance, We take the beginning cash balance of Your Account each day, add a new Cash Advance, and subtract any payments, credits, non-accruing fees, and unpaid Interest Charges. 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 the Cash Advance Plan.

**Finance Charge on Retail/Purchase and Balance Transfer Plan:** Average Daily Balance (including current Transactions). To avoid incurring an additional Interest Charge on the balance of Purchases and Balance Transfers reflected on Your monthly statement, You must pay the New Balance shown on Your monthly statement on or before the Payment Due Date. The grace period for the New Balance of Purchases and Balance Transfers extends to the Payment Due Date. The Interest Charges for a Billing Cycle are computed by dividing the Annual Percentage Rate (APR) by 365 or 366 (leap year) and applying to the average daily balance of Retail/Purchases and Balance Transfers. To get the Average Daily Balance, We take the beginning Retail/Purchase and Balance Transfer balance of Your Account each day, add any new Purchases or Balance Transfers, and subtract any payments, credits, non-accruing fees, and unpaid Interest Charges. 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 the Retail/Purchase and Balance Transfer Plan.

**Charges Imposed as part of the Account:** In addition to interest, You agree to pay the following fees:

<b>Annual Fee</b>	None
<b>Balance Transfer Fee</b>	None
<b>Cash Advance Fee</b>	We will charge a fee of <b>3%</b> of the amount of the Cash Advance or <b>\$10</b> , whichever is greater, whenever You obtain a Cash Advance.
<b>Convenience Checks</b>	We will charge <b>3%</b> of the amount of the Convenience Check or <b>\$10</b> , whichever is greater, when You use a Convenience Check.
<b>Foreign Transaction Fee</b>	Either <b>1.6%</b> of each Transaction in U.S. Dollars when a Transaction is billed from a foreign country and no currency conversion takes place or <b>2.00%</b> of each Transaction in U.S. Dollars when a Transaction is billed from a foreign country and a currency conversion takes place.
<b>Late Payment</b>	We will charge a fee of <b>\$29</b> if Your payment is more than 10 days late. If Your payment is late in any of the next six Billing Cycles following Your first Late Payment, We will charge a fee of <b>\$39</b> .
<b>Returned Check Fee</b>	We will charge a fee of up to <b>\$29</b> when We receive notification of a Returned Payment.
<b>Rush Fee</b>	If You request Us to rush a Card to You, We will charge a fee of <b>\$50</b> .

## 9. PAYMENT

You must pay Us for all amounts due on Your Account, including charges made by Authorized Users. You also represent to Us, promise, and covenant that, at all times while the Account is open, You intend to and will repay all amounts that You owe Us under this Agreement; You will not suffer or become subject to a change in employment, marital status, domicile, or other life event (such as Your or Your spouse's death) in a manner that materially impairs Your ability to make payments due on Your Account the condition, value or protection of or Our right in any collateral securing Your Account; the amount of assets You own will exceed the amount of Your liabilities; You have not been and will not be declared incompetent; You are not and will not be subject to a bankruptcy, receivership, assignment for the benefit of Your creditors, or other insolvency proceeding; the Business is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization; the Business is duly qualified and authorized to do business in each jurisdiction where the conduct of its business requires such qualification or authorization; the Business has the corporate or similar power and authority to carry on its business and to own all of its properties and assets; (d) the Business has the corporate power and authority to execute, deliver and perform its obligations under this Agreement and related documents; (e) this Agreement and related documents are authorized by all necessary corporate action of the Business; (f) each person signing as an authorized representative of the Business is an owner, partner, proprietor, principal, member, manager, director, or officer of the Business and, pursuant to the Business's governing documents and any necessary corporate action, is authorized to complete an application or other credit inquiry for the Account, sign or

otherwise become obligated under this Agreement and related documents, request that Cards be issued to certain persons associated with the Business, and borrow on behalf of the Business; and this Agreement and related documents are valid and legally binding obligations on you and enforceable against You in accordance with their terms (subject to the effect of bankruptcy, receivership, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws relating to or affecting creditors' rights generally and court decisions with respect thereto, and the availability of equitable remedies). You agree to supply evidence to support this information upon request. You also agree to provide Us with accurate, complete, and truthful information about You and Your use of Your Account when We request it.

Each month We will send You a billing statement. You will be required to make a minimum payment of 5% of the outstanding balance shown on Your billing statement rounded up to the nearest whole dollar amount or \$10, whichever is greater, plus any fees owing and any amounts by which You have exceeded Your Credit Limit. You can pay more than the minimum payment or pay the total balance in full.

If You make a payment in excess of the minimum payment, We will allocate the excess amount first to the balance with the highest Annual Percentage Rate and any remaining portion to the other balances in descending order based on the Annual Percentage Rate. If an electronic payment is set up in excess of the outstanding balance, the payment may be adjusted to the outstanding balance. We may accept Late Payments, partial payments or payments marked "Payment in Full" or with any other restrictive endorsement without losing any of our rights under this Agreement.

**Conforming Payment Notice:** You must pay in U.S. dollars. Please do not send cash. Cash is not allowed. All checks must be drawn on funds on deposit in the U.S. You must not send Us a check dated after the date We receive it. If You mail Your payment to an address other than the address designated on Your billing statement, there may be a delay in processing and crediting the payment to Your Account. Make a separate payment for each Account. Write Your Account number on Your check and include Your payment coupon. If Your payment does not meet the above criteria, there may be a delay in processing Your payment.

## 10. DEFAULT

You will be in default if any of the following occur: you do not make any minimum payment when due; you breach any other provision of the Agreement; you or any authorized user uses the account for personal, family, or household purposes; a guarantor breaches any provision of a guaranty related to this account; termination of the guaranty, by revocation or otherwise; you or a guarantor die and there is no surviving joint cardholder or guarantor; you or a guarantor are declared incompetent by a court; a bankruptcy, receivership, an assignment for the benefit of creditors, or other insolvency proceeding is initiated by or against you or a guarantor; someone begins a legal proceeding against you or a guarantor to obtain wages or property; you or a guarantor, voluntarily or involuntarily, become the subject to a sale of all or substantially all of your or a guarantor's assets, merger (without being the surviving entity), a change in the majority of equity or ownership interests of control, dissolution, liquidation; or winding up of operations or otherwise cease to exist; we believe you or a guarantor made any false, incomplete, or misleading statements to us; or any circumstances that believe, in good faith, materially increases the risk that your or a guarantor's obligations under this Agreement will not be performed as agreed.

## 11. MISCELLANEOUS

We will not have any responsibility to You if anyone refuses to honor a Card issued on Your Account. Any refund, adjustment or credit allowed by a merchant shall not be by cash but rather by a credit advice to Us which shall be shown as a credit on Your Account statement. We don't guarantee approval of Transactions. We are not liable for those that aren't approved, even if You have enough available credit on Your Account. We also may limit the number of Transactions approved in a single day. If We detect unusual or suspicious activity, We may suspend credit privileges on the Account of the impacted Card(s).

We will not automatically issue a replacement Card upon expiration if Your Account does not remain active. In order to ensure Your Account remains active, We recommend completing a Transaction at least quarterly. If Your Account remains inactive, We may close Your Account without additional notice to You.

You may have the opportunity to earn rewards from Us or participating merchants. If so, such rewards may be subject to terms and conditions that We or a participating merchant may provide You from time to time. Please refer to these terms and conditions or contact Us for further information about how to earn, redeem, or lose rewards (such as through expiration, forfeiture at Account closing, or otherwise). By participating in a rewards program, You agree to be bound by such terms and conditions.

## 12. REGULATORY NOTICES

**Notice to Married Wisconsin Residents:** No provision of any marital property agreement, unilateral statement or court decree adversely affects our rights, unless You give Us a copy of such agreement, statement, or court order before We grant Your credit, or We have actual knowledge of the adverse obligation. All obligations on the Account will be incurred in the interest of Your marriage or family.

If any term or provision of this Agreement is found to be unenforceable, this will not make any other terms or provision unenforceable. To the fullest extent permitted under applicable law, the interpretation and enforcement of this Agreement shall be governed by federal law and, to the extent state law applies, Wisconsin law, without regard to conflicts of law principles. If, for any reason, We do not make use of any of our rights under this Agreement on a particular occasion, that will not limit our rights in the future in any way.

## 13. LIABILITY

You must try to prevent the unauthorized use of Your Account and any Card, including Your Account number. You must call Us if any Card is lost or stolen. Also, You must call Us if You think someone has used or may use these items without Your permission.

You agree to notify Us immediately if Your Card is ever lost or stolen or if an unauthorized use may have occurred. The telephone number to call is (855) 496-8635, and We may require You to follow up Your call with notice in writing to Us at: Park Bank Card Services, P.O. Box 8969, Madison, Wisconsin 53708-8969. You also agree to assist Us in determining the facts, circumstances and other pertinent information relating to any loss, theft or possible unauthorized use of Your credit Card and comply with such procedures as We may require in connection with our investigation, including assisting in the prosecution of any unauthorized user.

We may hold You liable for the unauthorized use of Your credit Card. You will not be liable for unauthorized use that occurs after You notify Us orally or in writing of the loss, theft, or possible unauthorized use. In any case, Your liability will not exceed \$0.00.

## 14. ARBITRATION

YOU HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION PROVISION, AS DESCRIBED BELOW. THIS ARBITRATION PROVISION DOES NOT APPLY TO ANY PERSON WHO IS A "COVERED BORROWER" AS SUCH TERM IS DEFINED BY THE MILITARY LENDING ACT AND ITS IMPLEMENTING REGULATIONS.

- a. For purposes of this Arbitration Provision only, references to "You," "Your," "We," "Our," and "Us" include the respective party's affiliates, subsidiaries, equity owners, members, managers, partners, directors, officers, employees, agents, predecessors in interest, and successors and assigns, as well as all Authorized Users of this Account under this Agreement or any prior agreements between You and Us. This Arbitration will continue to apply even after Your Account is paid off or closed.
- b. Either You or We may decide to require any claims, disputes, or controversies involving Your Account (each a "Claim" and together the "Claims") to be resolved through binding arbitration. This Arbitration Provision does not apply, however, to any Claim that is within the jurisdictional limits of a small claims court.
- c. Any arbitration proceeding involving a Claim will be conducted by the American Arbitration Association (the "AAA") in accordance with the AAA's Commercial Dispute Resolution Procedures, as amended from time to time (the "AAA Rules"). You may request copies of the AAA Rules and other forms by contacting the AAA at 1-800-778-7879 or visiting its website at [www.adr.org](http://www.adr.org). In the event of any conflict or inconsistency between this Arbitration Provision and the AAA Rules, the Arbitration Provision will govern and control. If for any reason AAA cannot conduct or complete arbitration of a Claim, We will choose another arbitration administrator with similar rules.
- d. If an arbitration hearing must be held in person, that hearing will take place within the federal judicial district where You reside or some other location that the parties mutually agree is convenient. Arbitration fees may be higher than court fees. At Your request, we will advance Your filing, administrative, and hearing fees for any Claim You may file against Us. We may require You to pay Us back any fees We have advanced. If an arbitrator issues You an award in the proceeding, however, then We will bear the cost of Your arbitration fees, costs, and expenses. Unless required by applicable law, each party will pay for its own attorneys', experts', and witness fees, regardless of who prevails on a Claim.
- e. Some rights available in court may not be available to You or Us in arbitration. Neither You nor We will have the right to litigate a Claim before a judge or jury in court, pre-arbitration discovery may only be pursued to the extent set forth in the AAA Rules, and the arbitrator's decision generally will be final and binding with limited rights to appeal under the Federal

Arbitration Act. Arbitrators can award the same damages and relief on an individual basis that a court can award to an individual basis. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

- f. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY. YOU AND WE WILL NOT HAVE THE RIGHT TO BRING A CLAIM OR PARTICIPATE IN A CLAIM AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING OR AS A PRIVATE ATTORNEY GENERAL OR ON BEHALF OF THE GENERAL PUBLIC. BY AGREEING TO ARBITRATE, BOTH PARTIES ARE WAIVING THE RIGHT TO A TRIAL BY JURY OR BEFORE A JUDGE.
- g. This Arbitration Provision involves interstate commerce and will be governed by the Federal Arbitration Act. The arbitrator will apply applicable substantive law, including the laws governing this Agreement and statutes of limitation, and will honor claims of privilege recognized by applicable law.
- h. You can opt out of this Arbitration Provision by writing to Us within sixty (60) days after the date that We open Your Account. The written opt out notice must include Your name and Account number and state that You do not agree to this Arbitration Provision and must be mailed to Park Bank Card Services, P.O. Box 8969, Madison, Wisconsin 53708-8969. If You opt out of this Arbitration Provision, this Arbitration Provision will not apply to Your Account, but all other parts of this document will continue to be effective. Opting out of this Arbitration Provision has no effect on any other arbitration agreements that You may have or will have with us.

## 15. 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:

PARK BANK – CARD SERVICES  
PO BOX 8969  
MADISON, WI 53708-8969

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 statement, 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 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 Convenience 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:

PARK BANK – CARD SERVICES  
PO BOX 8969  
MADISON, WI 53708-8969

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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