

LANDMARK BANK CONSUMER PLUTONIUM AND SIGNATURE CREDIT CARD AGREEMENT

This Card Agreement is your contract with us. It governs the use of your Card and Account. By accepting or using the Card or Account, or by activating your Card, you agree to the terms of this Card Agreement. The Arbitration Agreement included in this document and the Information Form provided with your card are part of this Card Agreement. Please read this Card Agreement, including the Information Form and Arbitration Agreement, carefully. Please keep this Card Agreement, Arbitration Agreement and the Information Form for your records.

1. **Definitions.** Capitalized terms used in this Card Agreement have the meanings below. Other terms are also defined in the Card Agreement.
 - a. **Account** means the credit card account we establish for you which is governed by this Card Agreement.
 - b. **Account Number** means the number on the face of your Card.
 - c. **APR** means annual percentage rate.
 - d. **Authorized User** means any person you allow to use your Account.
 - e. **Balance Transfer** means a transfer of a credit balance from another credit card account to your Account.
 - f. **Card** means one or more cards or other access devices that we provide to you to utilize credit under this Card Agreement. This includes Account Numbers.
 - g. **Cash Advance** means an advance to you on your Account other than a Credit Purchase.
 - h. **Convenience Check** means a convenience check that we may provide to you from time to time that can be used to obtain a Cash Advance, pay a third party or in some circumstances, transfer a balance to your Account from another credit card.
 - i. **Credit Limit** means the amount of credit we will make available to you under this Agreement.
 - j. **Credit Purchase** means use of your Card or Account Number to purchase or lease goods and/or services.
 - k. **Information Form** means the attached Landmark Bank Credit Card Information Form.
 - l. **Prime Rate** means the U.S. Prime Rate as published in the "Money Rates" section of the Wall Street Journal on the last publication day of each month.
 - m. **Transaction** means each transaction on your account, including a Credit Purchase, Cash Advance and Balance Transfer.
 - n. **We, us, and our mean** Landmark Bank, the issuer of your Account.
 - o. **You, your, and yours** mean the person who applied to open the Account. It also means any other person who receives a Card at your request and any Authorized User.
2. **Your Account and Your Address.** You may only use your Account in accordance with this Card Agreement. This Card Agreement is binding on you unless you close your Account within 30 days after receiving your Card and you have not used or activated your Card or your Account. You may only use

your Account for lawful Transactions. We may send bills and other notices to the address you give us. You promise to tell us right away if that address changes.

3. **Promise to Pay.** You promise to pay us for all Transactions on your Account including those by an Authorized User and any other amounts that you are required to pay under this Agreement as and when they are due, including Transactions by an Authorized User. You also promise to pay any interest, fees and other amounts you owe us under this Card Agreement. By keeping, using or permitting others to use your Account, Card or other forms of access, such as a Convenience Check, you agree to the terms of this Card Agreement.
4. **Joint Accounts.** We may, in our discretion and if offered by us from time to time, permit you to open a joint Account. If you have a joint Account, each of you may use the Account. We may ask one or all of you to pay any balance due. Any one of you may give us any notice under this Card Agreement. If you give us different notices or make different requests, we may select which notice to honor without notifying any of you of which one we have selected. You all agree to be bound by our decision.
5. **Authorized Users.** You may request additional Cards for Authorized Users. You must pay us for all charges made by Authorized Users. You must pay us even if you did not intend to be responsible for those charges. In order to withdraw any permission you give to an Authorized User to use your Account, you must notify us by calling customer service or writing to us at the number or address shown on your Card or periodic statement. However, you are still responsible for all charges made by an Authorized User, even if those charges occur after you notify us that you have withdrawn permission for that Authorized User, except for new Transactions made by that Authorized User after we have had time to act on your notice to us.
6. **Using Your Account.** You may use your Account for three types of Transactions:
 - a. Credit Purchases: You may purchase or lease goods or services from any merchant that accepts your Card or Account.
 - b. Cash Advances: You may obtain Cash Advances by using your Card or Account in any of the following ways:
 - From us or any other financial institution or automated teller machine (“ATM”) that accepts your Card;
 - By using a “Convenience Check” that we provide to you.
 - By purchasing items that can be traded right away for cash, such as wire transfers, money orders, traveler’s checks, lottery tickets or casino chips;
 - By placing bets or wagers (if legal) or to make tax or other similar payments; or
 - c. Balance Transfers: You may ask us to transfer to your Account a balance you owe to another creditor. If we approve your request, we will pay the other creditor directly. All Balance Transfers are subject to the standard purchase APR unless a promotional rate applies. Balance Transfers have no payment grace period and interest will begin to accrue from the day the balance transfer is processed. If you use a Convenience Check to pay another creditor, that payment will be a Cash Advance under this Card Agreement.
 - d. Illegal and Online Gambling Transactions. You may not use your Account for any Transaction that is illegal where you live or where the Transaction takes place. You may not use your Account for any Internet or online gambling Transaction, even if it is legal. We may refuse to authorize any illegal, Internet or online gambling Transaction. If we do authorize a Transaction mentioned in this section, you agree to pay us for the amount.

7. **Convenience Checks.** We may provide you with Convenience Checks that you may use to pay another creditor or for other Transactions. Convenience Check Transactions will be considered a Cash Advance even if you use the Convenience Check to pay another creditor. You may not use Convenience Checks to pay any amount owed to us under this Card Agreement or to pay another debt owed to Landmark Bank or an affiliate. Convenience Checks must be completed and signed in the same way you complete a personal check and may only be written in U.S. Dollars. The use of a Convenience Check will be deemed to be a request for a Cash Advance. We do not certify these checks. We may not pay a Convenience Check if we believe it is fraudulent, if you do not have sufficient funds available in your Account, or if we are concerned about your ability to repay the amount. We may choose not to return any Convenience Checks we receive. We may, in our discretion, provide special purpose Convenience Checks to you that may have different terms which will be provided to you with those Convenience Checks.
8. **Billing Statement.** We will send you a billing statement for each monthly billing cycle in which (1) the "New Balance" (the total billed amount as of the closing date of a billing period, as shown on your monthly statement) is greater than \$1; (2) we impose interest or a fee; (3) there is any other activity on your Account or (4) as otherwise required by applicable law. Your billing statement shows the New Balance. This is the total amount you owe us on the "**Statement Closing Date**" as indicated on your statement. To determine the New Balance, we begin with the total balance at the start of the billing period. We add any Credit Purchases, Balance Transfers or Cash Advances. We subtract any credits or payments. We then add any interest or fees and make other adjustments. We deliver a billing statement to only one address. You must notify us of a change in address. We may stop sending you statements if we deem your Account uncollectible or start collection proceedings; but we may continue to add interest and fees as permitted by law.
9. **Payments.**
- a. Minimum Payment Due. You must pay at least the "**Minimum Payment Due**" as disclosed on your billing statement by the payment due date each billing period, which will be at least 21 days after the close of the previous billing period. **You may pay off your entire balance in full or more than the Minimum Payment Due without incurring any additional charge.** The sooner you pay the New Balance, the less you will pay in interest. The Minimum Payment Due is the greatest of the following:
- (i) The New Balance on the billing statement if it is less than \$20; or
 - (ii) 2.5% of the New Balance plus any over limit amount (which will not include any amounts approved as a temporary increase in your Credit Limit in accordance with Section 17), any unpaid interest amount, and any amount past due. The resulting amount is rounded up to the nearest whole dollar (Minimum \$20).
- b. Skip Payment Offers. We may let you skip a payment. We will tell you when you can skip a payment. If you do, (1) we may charge a fee in an amount we tell you at the time of the offer, (2) you will owe interest for the skipped billing cycle, (3) you will lose any grace period that otherwise would apply and (4) you must pay the regular Minimum Payment Due for the next billing cycle.
10. **Application of Payments.** Payments will be applied to balances with higher APRs before balances with lower APRs. Payments will be applied first to interest, then fees, then principal balance.
11. **Payment.**
- a. Payment Instructions. To pay, you must use a check, similar instrument, or electronic debit that is drawn on and honored by a bank in the U.S. and sent to us at the address shown on your billing statement. Payments received at that address by 5:00 p.m., 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 of your billing 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. Do not send cash. We can accept late or partial payments, or other restrictive endorsements, without losing our rights. You must pay us in U.S. dollars. However, in our sole discretion, we may accept payments made in foreign currency and instruments drawn on funds on deposit outside the U.S. If we do, we select the currency conversion rate. We will then credit your Account in U.S. dollars after deducting any costs incurred in processing your payment. Subject to any restrictions of applicable law, if you pay us with a check marked with "payment in full" or similar words: (1) you agree that these words only refer to the amount of the check and is not intended to have any effect on any other amount you owe us; and (2) we can accept and process these payments without giving up any right to any other amount owed to us.

- b. Payment address and timing of payments. The mailing address for your payments may be outside of your state, which may lengthen the amount of time that it takes for your payment to be received and processed.
- c. Pay by Phone Service. If you request and we honor your request to make a payment by phone, a fee may apply. We will disclose this fee at the time of your request.

12. When Your Payments Increase Available Credit: There may be a delay for processing between the time you make a payment and when your available credit increases to reflect the payment.

13. Interest Charge

- a. Periodic Rate. When your Account has an outstanding balance, we will assess periodic interest using a daily periodic rate of interest. The daily periodic rate is determined by dividing the APR by 365. Your APRs, and corresponding daily periodic rates, will vary with the market based on the Prime Rate. Interest will be imposed in amounts or at rates not in excess of those permitted by law. For the periodic rates applicable to your Account, see the Information Form.
- b. Account APRs. For the APRs on your Account, see the Information Form.
- c. Variable APRs Based on Prime. If any APR is based on the Prime Rate, the APR will equal the Prime Rate plus an additional amount (the "**Margin**"). The applicable Margin appears on the Information Form. If the Prime Rate increases, it will cause the APR to increase. If the Prime Rate decreases, it will cause the APR to decrease. If the Prime Rate causes an APR to change, we put the new APR into effect as of the first day of the billing period for which we calculate the APR. We apply the new APR to any existing balances, subject to any promotional rate that may apply. If an APR increases, interest charges increase. Your minimum payment may increase as well.
- d. Penalty APR. The Penalty APR (as described in the Information Form) may be applied to your Account if you make a late payment or make a payment that is returned. We will notify you by mail if a Penalty APR is going to be applied. If the Penalty APR is applied to your Account because you make a late payment that is more than 60 days late or make a payment that is returned, it will apply only to new Transactions and may continue to apply indefinitely. However, if the Penalty APR is applied to your Account because your payment is more than 60 days late, the Penalty APR may be applied to both existing and new Transactions. It will no longer apply to existing Transactions if you make the next six consecutive minimum payments when due. If you do not make these six consecutive minimum payments, the Penalty APR may continue to apply to both new and existing balances indefinitely.

- e. Calculation Of Interest Charges—average daily balance (including new purchases). We impose interest on your Account balances. We calculate interest charges each billing period. To this:
- (i) We start with each of your different balances. These balances include, for example, Purchases, Cash Advances, Balance Transfers, and different promotional balances.
 - (ii) We add up the ending daily balance, including current transactions, for each of your different balances during your billing period. We treat a credit balance as a balance of zero. We divide each of these balances by the number of days in the billing period. This gives us your “average daily balance (including current transactions)” for each of your different balances.
 - (iii) We multiply these amounts first by the daily periodic rate that applies to it, then by the total number of days in the billing period. This gives us the interest charge for each difference balance during the billing period. The sum of these amounts is the total interest charge for the billing period.
- f. When Interest Begins to Accrue. Your due date is at least 21 days after the close of each billing period. We will not charge you any interest on Credit Purchases if you pay your entire New Balance by the due date each month. This is called a “grace period”. We begin charging interest on Cash Advances and Balance Transfers on the transaction date. There is no way to avoid interest on Cash Advances or Balance Transfers.

14. Fees.

- a. Annual Fee. You agree to pay any Annual Fee applicable to your Account that is shown on the Information Form. We will waive any Annual Fee for the first year after you open your Account. The Annual Fee will be imposed thereafter on the anniversary date of your Account until your Account is terminated or cancelled, whether or not you incur any interest on the Account. To avoid paying this Annual Fee, notify us by phone or in writing that you are closing your Account within 30 days of the mailing date of the periodic statement on which the fee is billed.
- b. Transaction Fee for Balance Transfers. The Information Form shows the amount of this fee. We add this fee for each Balance Transfer.
- c. Transaction Fee for Cash Advances. The Information Form shows the amount of this fee. We add this fee for each Cash Advance.
- d. Foreign Transaction Fee. We will impose a fee of 3% for any Transaction that is (1) made in a foreign currency or (2) processed outside of the United States. You may be charged the Foreign Transaction Fee even if made in U.S. dollars (a “**Foreign Transaction**”). Foreign Transactions may also include, for example, online purchases from foreign merchants and Cash Advances obtained from an ATM or financial institution in another country. We may charge a Foreign Transaction fee on all Transactions, including returns and refunds, and we may not automatically return a Foreign Transaction Fee even if the original Transaction is reversed.
- e. Late Fee. We add a late fee for each billing period in which you have a past due payment. For late fee purposes, you have a past due payment any time you fail to pay the Minimum Payment Due by the payment due date. The fee will be \$27.
- f. Returned Payment Fee. To the greatest extent not prohibited by law, if (i) any check in payment of your Account is refused or returned to us unpaid for any reason or (ii) any Convenience Check written on your Account is returned unpaid because there is not enough available credit on your Account, a returned payment fee of \$25 applies. We may add this fee the first time your payment is returned, even if it is not returned upon resubmission.

- g. Stop Payment on Convenience Check Fee. We add a \$39 fee if we honor your request to stop payment on a Convenience Check. To stop payment on a Convenience Check, call the Customer Service number on the billing statement. If you call, you must confirm the call in writing within 14 days. A stop payment order is good for 6 months unless renewed.
 - h. Expedited Delivery Fee. If you request and we agree to arrange for expedited delivery of any Card or Convenience Checks to you (for example, by an overnight delivery service), we will impose an expedited delivery fee of \$30.
 - i. Replacement Card Fee. We may charge a fee of \$5 if you request a replacement Card.
 - j. Document Fees. For each copy of statements, sales slips or checks, we will charge \$2.50 for each item requested.
 - k. Expedited Payment Fee. If we are able to support an expedited payment request by you and we honor your request, we may charge a fee to expedite payment on your Account by debiting any deposit or other account you designate. This fee will be disclosed at the time of the Expedited Payment request and you agree to pay that fee when you request expedited payment.
 - l. Skip Payment Fee. We may charge you a fee if we offer and you accept the option to skip any monthly payment. We will disclose this fee at the time we offer you the option to skip a monthly payment.
- 15. Refund of Interest and Fees.** We will credit 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 applicable interest and fees charged to your Account.
- 16. Authorizing Requested Transactions:** Each attempt by you or any Authorized User for a Transaction using your Card or Account, including an attempt to obtain a Cash Advance, whether with a Card or Convenience Check or otherwise, is considered a request for credit under this Card Agreement in the amount of that Transaction (a “**Requested Transaction**”). We will evaluate each Requested Transaction and determine, in our sole discretion, whether to authorize or make payment on that Requested Transaction. This entire Card Agreement applies to any credit we have extended to you, including that in excess of your Credit Limit.
- 17. Your Credit Limit.** We will establish a Credit Limit for you from time to time. You agree not to exceed the Credit Limit that we establish for you, but if you do, you agree to pay the amount that exceeds the Credit Limit amount as part of your next Minimum Payment. We may raise or lower Your Credit Limit at our discretion, as permitted by applicable law. We are not liable to you for decreases that affect your Credit Limit or spending limits. Each of you may request an increase to the Credit Limit of a joint Account. We may give you different Credit Limits for different types of Transactions.
- You may request an increase in your Credit Limit by speaking to a loan officer at your local bank, and we might agree to your request. We may change your Credit Limit at any time. For example, we may increase or decrease your Credit Limit or (2) cancel your available credit. We will tell you first or get your permission if an applicable law requires us to. Changes to your Credit Limit or available credit do not change your obligation to pay us under this Card Agreement. We may approve a temporary increase of your Credit Limit for no more than ten (10) days. If we do, then when the Credit Limit is reduced to your regular Credit Limit, all additional Transactions will be subject to that Credit Limit.
- 18. Special Offers.** We may make a special offer to you. For example, we may offer a reduced promotional interest rate. Such offers may apply to all Transactions or balances on your Account, or only to some Transactions or balances. We will tell you what terms of the special offer differ from the

terms of this Card Agreement. Except as we tell you in a special offer, the rest of this Card Agreement will still apply to your Account.

- 19. Currency Conversion.** If you make a Transaction in a foreign currency, the Transaction will be converted by Visa International into a U.S. dollar amount in accordance with the operating regulations or conversion procedures in effect at the time the Transaction is processed. Currently, those regulations and procedures provide that the currency conversion rate to be used is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.
- 20. Credit 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. We may report Account information in your name and the name each of you that have a Joint Account. We may also obtain follow-up credit reports on you. If you think we reported incorrect information to a credit bureau, write us at the Customer Service address on the billing statement. We will investigate the matter. We will then tell you if we agree or disagree with you. If we agree with you, we will contact each credit bureau to which we reported and request a correction.
- 21. Information Sharing.** You authorize us to share information about you as permitted by law. This includes information we get from you and others. It also includes information about your Transactions with us. Please see our Privacy Notice (available at any branch office or at www.LandmarkBank.com/PrivacyNotice) for details about our information sharing practices.

22. Changes to this Card Agreement.

We may change the rates, fees, and terms of this Card Agreement from time to time as permitted by applicable law. The changes may add, replace, or remove provisions of this Card Agreement. We will give you advance written notice of the changes and may provide a right to opt out to the extent required by applicable law. You may not make changes to this Card Agreement unless we agree in writing.

- 23. Default.** You default under this Card Agreement if you fail to pay the Minimum Payment Due by its due date; pay by a check or similar instrument that is not honored or that we must return because it cannot be processed; pay by electronic debit that is returned unpaid; file for bankruptcy; or, to the extent authorized by applicable law, default under any other Card Agreement that you have with us. If you default, we may close your Account and, to the extent permitted by applicable law, demand immediate payment of the total balance.
- 24. Information About You and Your Credit.** You certify that the information you provided to us to open your Account is true. You also promise to tell us right away and to stop using the Account if you (1) plan to file for bankruptcy, or (2) are otherwise unable to pay your debts. We may look again at your financial condition and credit standing at any time and for any reason. We may get a current credit report or ask you for current financial information or documents. For example, we may ask about your property and debts. We also may ask for copies of your tax returns or verification of your employment and income. You agree to let us do this and help with any investigation of your credit record.

25. Refusal of the Card, Closed Accounts, and Related Provisions.

Refusal of the Card. We do not guarantee approval of Transactions. We are not liable for Transactions that are not approved. That is true even if you have enough credit. We may limit the number or dollar amount of Transactions approved in one day. If we detect unusual or suspicious activity, we may suspend your credit privileges.

Preauthorized Charges. We may suspend any automatic or other preauthorized Card Transactions you arrange with a third party at any time without notice. We may do this if you default; if your Card is

lost or stolen; or we change your Account for any reason. If we do this, you are responsible for paying the third party directly and for reinstating the preauthorized charges.

Lost or Stolen Cards, Account Numbers, or Convenience Checks. You must call us if any Card, Account Number, or Convenience Check is lost or stolen. You must also call us if you think someone used or may use them without permission. When you call, we may require you to provide information to help our investigation. We may require you to provide this information in writing. For example, we may ask you to identify any charges that were not made by you or someone authorized by you. We may also require written confirmation that you received no benefit from those charges.

Closing Your Account. You may close your Account at any time by notifying us in person at any branch location, in writing, or over the phone by calling 800-618-5503. If you close your Account, you must still repay the total balance in accordance with this Card Agreement. We may also close your Account or suspend your Account privileges at any time for any reason. We may do this without notice to you. We may also reissue a different Card at any time. You must return your Card(s) to us upon request.

Telephone Monitoring; Consent to Communication: Your call may be monitored by a second employee and/or recorded. You agree to this monitoring and recording. We may contact you using (1) any information or phone numbers (including cell phone numbers) you provide to us on your Application or otherwise, and (2) an automated telephone dialing system and/or artificial or prerecorded voice message, even if you are charged for the call under your phone plan.

ARBITRATION AGREEMENT

READ THIS SECTION CAREFULLY. IT PROVIDES THAT ANY DISPUTE BETWEEN US MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES.

Agreement to Arbitrate: Either you or we may, without the other's consent, elect mandatory, binding individual arbitration for any "**Claim**". A "Claim" is any claim, dispute, or controversy between you and us and includes all Claims relating to your Account, a prior related account, or our relationship and includes disputes relating to the application, enforceability, or interpretation of this Card Agreement and this arbitration provision. All Claims are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. This includes Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and Claims made independently or with other claims. A party who initiates a proceeding in court may elect arbitration with respect to any Claim advanced in that proceeding by any other party. Claims and remedies sought as part of a class action, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis.

The agreement to arbitrate also applies to any Claims made by or against anyone connected with us or you or claiming through us or you, such as a co-applicant or Authorized User of your Account, an employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy. Any questions about whether Claims are subject to arbitration will be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. This arbitration provision is governed by the Federal Arbitration Act (the "FAA").

Class Action Waiver. You and we agree that each may bring claims against the other in arbitration only in your or our individual capacity and in so doing, you and we waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration, to assert or participate in a private attorney general lawsuit or private attorney general arbitration and to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind.

Right to Opt Out of This Arbitration Provision: We do not require you to accept arbitration. You may opt out of this Arbitration Agreement within the first 30 days after this Agreement becomes effective by sending a signed letter to Landmark Bank, Attn: Arbitration Opt-Out, PO Box 1867, Columbia, MO 65205-1867. The letter should include your printed name, the first five digits of your Social Security Number, and the words "Reject Arbitration."

Exceptions. Claims filed in a small claims court are not subject to arbitration, so long as the matter remains in such court and advances only an individual (non-class, non-representative) Claim. Also, we will not initiate an arbitration proceeding to collect a debt from you unless you assert a Claim against us or our assignee. We and any assignee may seek arbitration on an individual basis of any Claim asserted by you, whether in arbitration or any proceeding, including in a proceeding to collect a debt. You may seek arbitration on an individual basis of any Claim asserted against you, including in a proceeding to collect a debt.

How Arbitration Works. Either party may initiate arbitration. The arbitration will be conducted by the American Arbitration Association ("AAA") pursuant to its Commercial Arbitration Rules and Supplemental Procedures for Consumer-Related Disputes ("AAA Rules"), as modified by this arbitration agreement. The AAA Rules are available on the AAA's website www.adr.org, or by calling the AAA at (800) 778-7879. The arbitrator will be appointed pursuant to AAA Commercial Arbitration Rule R-11. All issues are for the arbitrator to decide, except that issues relating to the validity, enforceability, and scope of this arbitration agreement will be determined by a court and not by the arbitrator. We do not consent to, and the arbitrator does not have authority to conduct, any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims, under any circumstance. If the immediately preceding sentence or the Class

Action Waiver above is found to be unenforceable, then the entirety of this arbitration agreement will be null and void, subject to a party's right to appeal the court order finding any section unenforceable.

Arbitration Costs. We will pay all filing, administrative, and hearing costs unless your claim is valued at more than \$5,000, in which case the AAA Rules govern payment.

Other Arbitration Terms & Information. Your arbitration will take place in a location reasonably convenient to you. This arbitration agreement will be interpreted, construed, and enforced in accordance with the Federal Arbitration Act and other applicable federal law and, to the extent state law applies, the law of the state of your residence. Except as set forth above, if any portion of this arbitration agreement is deemed invalid or unenforceable, that will not invalidate the remaining portions of the arbitration agreement. This arbitration provision will survive: (i) termination or changes in the Card Agreement, your Account, or the relationship between you and us concerning your Account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your Account, or any amounts owed on your Account, to any other person or entity. If any portion of this arbitration provision is deemed invalid or unenforceable, the remainder of the arbitration provision will remain in force. No portion of this arbitration provision may be amended, severed or waived absent a written agreement between you and us.

Governing Law. Federal law and the law of Missouri govern the terms and enforcement of this Card Agreement. The fees and charges that apply to your Account (other than the amount of the periodic interest charge that is calculated by applying the monthly periodic rate to your average daily balance) will be governed by Nebraska law, as authorized by Mo. Rev. Stat. Ann. § 408.145. The Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq.

Enforcing this Card Agreement. We will not lose our rights under this Card Agreement because we delay in enforcing them or fail to enforce them. This includes situations where we may enforce our rights under this Card Agreement for your Account, but fail or choose not to enforce our rights under an agreement for another customer's account. At our discretion, we may also choose to enforce our rights on one of you but not on another of you that are jointly obligated on the same Account without losing any of our rights under this agreement.

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 will still be valid and enforceable.

Collection Costs. To the extent permitted by law, you are liable to us for our legal costs if we refer collection of your Account to a lawyer who is not our salaried employee. These costs may include reasonable attorneys' fees. They may also include costs and expenses of any legal action.

Assignment. We may assign any or all of our rights and obligations under this Card Agreement to a third party. We may sell or give your Account, this Card Agreement and our rights or duties under this Card Agreement to any other person or company. We can do this at any time without notifying you or obtaining your consent. You may not sell or give your Account or any of your rights or duties under this Card Agreement to any other person or company. This Card Agreement will be binding on your heirs and legal representatives. This means they may have to pay if you die or become legally incompetent.

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 Landmark Bank, Attn: Credit Card Billing Error, PO Box 1867, Columbia, MO 65205-1867.

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 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:

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 Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

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

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

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at Landmark Bank, Attn: Credit Card Disputes, PO Box 1867, Columbia, MO 65205-1867.

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.