

**ACADEMY BANK, N.A. BUSINESS CREDIT CARD ACCOUNT OPENING DISCLOSURE**
**INTEREST RATES AND INTEREST CHARGES**

<b>ANNUAL PERCENTAGE RATE<sup>1</sup> (APR) for all Purchase Transactions</b>	<b>12.65%, 17.65% or 23.74%</b> when you open your account, based on your creditworthiness. After that, your APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers<sup>1</sup></b>	<b>12.65%, 17.65%, or 23.74%</b> This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advance<sup>1</sup></b>	<b>25.60%</b> This APR will vary with the market based on the Prime Rate.
<b>Penalty APR</b>	<b>NONE</b>
<b>Paying Interest</b>	Each due date will be at least 25 days after the close of each billing cycle. We will not impose interest charges on purchases or balance transfers if you pay your entire balance in full by the due date each month. We will begin charging interest on cash advances on the transaction date.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$2.00.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a></b>

**FEES**

<b>Annual Fee</b>	<b>NONE</b>
<b>Transaction Fees</b>	<ul style="list-style-type: none"> <li>▪ Balance Transfer Fee <b>\$5.00 or 3%</b> of the amount of each balance transfer, whichever is greater</li> <li>▪ Cash Advance Fee <b>NONE</b></li> <li>▪ Currency Conversion Fee <b>1.0%</b> of each transaction in U.S. dollars</li> <li>▪ International Transaction Fee <b>0.8%</b> of each transaction in US dollars, if no currency conversion occurs</li> </ul>
<b>Penalty Fees</b>	<ul style="list-style-type: none"> <li>▪ Late Payment Fee <b>Up to \$15.00</b></li> <li>▪ Returned Payment Fee <b>Up to \$20.00</b></li> <li>▪ Over the Credit Limit Fee <b>None</b></li> </ul>
<b>Other Fees</b>	<ul style="list-style-type: none"> <li>▪ Card Replacement Fee <b>\$5.00</b> per card replaced prior to the normal reissue date</li> <li>▪ Copying Fee <b>\$4.00</b> per-page fee for copies of transaction documents or statements, unless we are required to provide them when resolving a billing dispute</li> <li>▪ Pin Replacement Fee <b>\$2.00</b> per request</li> <li>▪ Research Fee <b>\$25.00</b> per hour</li> </ul>

**How We Will Calculate Your Balance:** We use a method called, “average daily balance” (excluding new purchases and balance transfers and including new cash advances). See the “Card Agreement” for more details.

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

For more information, please contact us by phone at (877)712-2265 Academy Bank, N.A. or by mail at PO Box 410489, Kansas City MO 64141.

<sup>1</sup> **Variable Rate Information:** Each variable APR on the Account is calculated by adding together an index and a margin. The applicable margins are shown below. The index is the highest U.S. Prime Rate as published in the “Money Rates” section of the Wall Street Journal (WSJ) on the last publication day of each month. The index for the WSJ on December 11, 2025 was 6.75%.

- Standard APR for Purchases and Balance Transfers:

- WSJ + a margin of 5.90%
- WSJ + a margin of 10.90%
- WSJ + a margin of 16.99%

- Standard APR for Cash Advance transactions:

- WSJ + a margin of 18.85%

An increase or decrease in the index will cause a corresponding increase or decrease in the variable APRs on the first day of the billing cycle that begins in the same month in which the index is published. An increase in the index means that the Business will pay higher interest charges and have a higher Total Minimum Payment Due. If The Wall Street Journal does not publish the U.S. Prime Rate, or if it changes the definition of the U.S. Prime Rate, the Bank may, at its sole discretion, substitute another index.

# ACADEMY BANK N.A. BUSINESS CARD AGREEMENT

Thank you for opening a *card account* with us. This Academy Bank, N.A. Business Card Agreement (“Agreement”) and the *related documents* contain the terms that govern our issuance, and your use, of the *card*. Please read this Agreement and *related documents* carefully and keep them for future reference. Images of any of these documents can be used instead of the original.

## 1. In General.

- (a) Some Definitions. The meanings of the terms you see in italics appear in Section 5(d). We will also use the following personal pronouns throughout this Agreement:
  - (i) “Company”, “You,” “your” and “yourself” mean each Company and Company’s employees for the *account*; any *person* responsible for paying the *account*; and anyone else you authorize to use, access, or service the *account*.
  - (ii) “We,” “us,” “our,” “AB,” and “Academy Bank” mean Academy Bank, National Association, and its agents, authorized representatives, successors, and assignees.
- (b) Account Information.
  - (i) We need information about you to manage your *account*. The information we need includes:
    - (A) your legal name;
    - (B) a valid U.S. mailing address and physical address (if different);
    - (C) your employer identification number or other tax reporting number;
    - (D) your telephone number(s); and
    - (E) your income information.
  - (ii) You must tell us when this information changes. Please update your address in the manner provided on your *statement*. You may also update some of this information by logging onto your *account* on our website or by calling one of our representatives at the telephone number provided on your *statement* or on the back of the *card*. We may require you to provide additional documents that are acceptable to us to verify this information or any changes. We maintain the right to restrict or close your *account* if your information cannot be verified or if you do not provide additional information as requested.
- (c) Credit Limits.
  - (i) On or about the date you received this Agreement, we notified you of your Aggregate *credit limit*, for the Company
  - (ii) Company has also assigned individual Employee credit limits “Individual Limits” for each of the Accounts
  - (iii) You are responsible for keeping track of your *account* balances and your available *credit limit*. You agree not to use your *card* to attempt to obtain credit in excess of your *credit limit*. We may still honor *transactions* above your *credit limit*, but our honoring of these *transactions* will not increase your *credit limit* and is at our sole discretion.
  - (iv) We may also increase, decrease, restrict, or cancel your *credit limit* at any time, subject to *applicable law*. This will not affect your obligation to pay the *indebtedness* as required by this Agreement. If we change your *credit limit*, we will notify you in the manner required by *applicable law*.
- (d) Acceptance of this Agreement and Changes to this Agreement.
  - (i) We issued *cards* to you as identified in the *application*. All issued *cards* were sent to you at the address you provided in your *application*. You will be deemed to have accepted and agreed to this Agreement on the day you first use the *card* to initiate a *transaction* after you first receive the *card* or upon activation of the *card*.
  - (ii) You will be deemed to have accepted changes to this Agreement and the *related documents* the first time you use the *card* to initiate a *transaction* after a change is effective.

## 2. Your Account Use Agreements.

- (a) Using Your Account.
  - (i) You promise to follow the terms of this Agreement as long as your *account* remains open or has a balance due. Please sign the *card* immediately when you receive it. The *card* is valid during the dates provided on the front.
  - (ii) The *card* is our property, and you will return it to us or destroy it if we ask.
  - (iii) You will take reasonable steps to prevent the unauthorized use of the *card*.
  - (iv) We are not responsible if anyone refuses to accept the *card* for any reason. Also, we may reject any *transaction* for any reason. We may limit the type, number, or aggregate dollar amount of *transactions* you are permitted to initiate in a day, week, or *billing cycle* for security reasons. If we impose such limits, you agree that we will not be liable to you if we do not authorize or process *transactions* in excess of those limits. Unless we tell you otherwise, we will bill each *transaction* to your *account* and apply it against your available *credit limit* for each *billing cycle*.
  - (v) Unless we agree, you may not use a *transfer* to transfer amounts from other accounts with us or any of our *affiliates*.
  - (vi) You must not use, or try to use, the *card* for any Internet gambling *transactions* or *transactions* that are illegal or not permitted by us. You will still be responsible for all *indebtedness* arising from such *transactions* if you do, and they will be subject to this Agreement. You might have to reimburse the *network* and us for all damages and expenses.
  - (vii) You agree that you will not use your *card* if we or you have suspended or canceled the *card* or *account*; after you have reported the *card* lost or stolen; after you file a petition for bankruptcy; or if you do not honestly expect to be able to pay your *indebtedness* in full.
  - (viii) From time to time, due to circumstances beyond our control (such as system failures, fires, floods, natural disasters or other unpredictable events), our services might be unavailable. When this happens, you might be unable to use the *card* or obtain information about your *account*. We will not be responsible or liable if this happens.
- (b) Transactions Made in Foreign Currencies.
  - (i) A currency conversion *transaction fee* in the amount set forth in the *Disclosure Statement* will be assessed on all *transactions* where the *merchant* country differs from the *card* issuer’s country. The converted *transaction* amount will be shown separately from the international *transaction fee* on your *statement*.
  - (ii) An international *transaction fee* in the amount set forth in the *Disclosure Statement* will be assessed on foreign *transactions* where a currency conversion is not performed.

- (c) No Warranties. Except as otherwise provided in the “Billing Rights Summary” part of your *statements* (see Section 3(k)(iii), we are not responsible for any claim you might have regarding the *purchases* of goods or services made with the *card*.
- (d) Merchant Refunds. If you are entitled to a refund for goods or services purchased with the *card*, you will accept these refunds as credits to your *account*. We do not control when a *merchant* sends us your refund. We will also have a reasonable amount of time after we receive your refund to process it.
- (e) Using a PIN.
  - (i) We may give you a PIN. For security reasons, you might have to provide the PIN before you are able to complete some *transactions* using the *card*.
  - (ii) With a PIN, you may use the *card* to obtain cash from certain ATMs or make *purchases* at certain *merchant* POSs. You may do these things if the ATM or POS requires entry of a PIN and displays the logo of the *network* on the *card*.
  - (iii) You should keep your PIN secure and not write it down, give it to anyone, or keep it with the *card*. If you lose the *card* or believe that someone has gained unauthorized access to your PIN, you must contact us immediately.

### 3. Your Payment Agreements.

- (a) Your Promise to Pay. You promise, individually and jointly, to pay us all amounts due on your *account*. This includes amounts where you did not sign a purchase slip or other documents for the *transaction*. If you use the *card* number without presenting the physical *card* (such as for mail, telephone or Internet *purchases*), this will be treated the same way as if you presented the *card*. If you let someone else use the *card*, you are responsible for all *transactions* that *person* makes.
- (b) Making Payments. Your payments must be in U.S. dollars from a U.S. deposit account and otherwise be acceptable to us. We do not accept cash payments through the mail. You may not make payments with funds from your *account* or any other credit account with us or any of our *affiliates*.
- (c) Interest Charges and Fees. We will charge *interest charges* and *fees* to your *account* as disclosed to you in the *Disclosure Statement* and your *statement*, if applicable.
  - (i) *Interest Charges*. In general, *interest charges* begin to accrue from the day a *transaction* occurs. However, we will not assess *interest charges* on any new purchases or balance transfers posted to your *account* provided you have paid your previous balance in full by its *due date*. *Interest charges* will begin accruing on the date of the transaction for all cash advances. The back of the *statement* provides a detailed explanation for calculating your *interest charges*.
  - (ii) *Fees*. The following *fees* apply to your *account* only if they are provided in the *Disclosure Statement*.
    - (A) *Balance Transfer Fee*. We will charge this *fee* each time you request us to transfer a balance from another institution to your *card account*.
    - (B) *Card Replacement Fee*. We may charge this *fee* if we issue a replacement *card* at your request prior to the *card*’s normal reissue date.
    - (C) *Copying Fee*. We may charge a per-page *fee* for copies of *transaction documents* or *statements* unless they are required when resolving a billing dispute.
    - (D) *Currency Conversion Fee*. We will charge this *fee* under the circumstances described in Section 2(b)(i).
    - (E) *International Transaction Fee*. We will charge this *fee* under the circumstances described in Section 2(b)(ii).
    - (F) *Late Payment Fee*. We will charge this *fee* if by 15 days after your scheduled payment *due date*, we have not received your *minimum payment*.
    - (G) *PIN Replacement Fee*. We may charge this *fee* each time a new *PIN* is generated for you upon your request.
    - (H) *Research Fee*. We may charge this *fee* each time you request us to investigate prior history for *accounts*, unless they are required when resolving a billing dispute initiated in the appropriate time frame requirements.
    - (I) *Returned Payment Fee*. We may charge this *fee* each time any payment you make to us is not paid by your financial institution for any reason, even if your institution later pays it.
    - (J) *Special Processing Fee*. We may charge this *fee* if you request that your *account* have expedited processing and expedited delivery of your *card* to you.
  - (iii) We will not charge both a *late payment fee* and a *returned payment fee* in the same *billing cycle*.
  - (iv) We may increase your *interest charges* and *fees* as described in Section 4(k) or in the *related documents*.
- (d) Minimum Payment.
  - (i) Your *statement* will provide instructions for making payments, including the amounts due and the *due date*. If applicable, your *statement* will also provide a *minimum payment* amount. To avoid a *late payment fee*, your *minimum payment* must be received by us no later than 15 days after your scheduled payment due date.
  - (ii) The *minimum payment* for each *account* is calculated for each monthly billing period and will be \$125.00 or 2.5% of the *New Balance* shown on the monthly *statement*, whichever is greater.
  - (iii) If any other *fees* (as fees are described above) have been posted to the *account(s)*, the applicable *fees*, will be included in the *New Balance* for purposes of calculating the *minimum payment*.
  - (iv) If there are any amounts shown as past due on the monthly *statement*, the *minimum payment* will include the amount determined by the payment *due date* shown on the monthly *statement*.
  - (v) In addition to the *minimum payment*, you may pay all or part of the balance on your *account*. However, you must still pay at least the *minimum payment* amount each month, even if you paid more than the minimum on the previous *statement*. We will continue to charge *interest charges* during *billing cycles* when you carry a balance regardless of whether your *statement* includes a *minimum payment*. If your *account* is 90 days past due, the entire balance is immediately due and payable.
  - (vi) *Payments* will be applied in the following order: (A) *interest charge*; (B) previous *cash advances* (including *transfers*); (C) previous *purchases*; (D) current *cash advances* (including *transfers*); and finally, to (E) current *purchases*.
  - (vii) If Company is sent a consolidated *statement*, that *statement* will reflect an aggregate *minimum payment* for all of the *accounts*.
- (e) Index; Periodic Rate.
  - (i) The *index* is the highest Prime Rate published in the “Money Rates” column of The Wall Street Journal (“WSJ”).
  - (ii) We may adjust the *index* monthly using the Prime Rate published in the WSJ on the 25<sup>th</sup> day of each month, or the day immediately preceding those dates on which the WSJ is published if the WSJ does not publish a Prime Rate on the 25<sup>th</sup> day of a month. The new rate will take effect on the first day of the next *billing cycle*. The APR will be

determined by adding the margin to the value of the *index*. Your APR may change monthly. Please refer to your *statement* for more information.

(f) Variable Rates. How do you calculate variable rates?

- (i) We calculate variable rates by adding a margin to the value of the *index*. Therefore, variable interest rates may change when the value of the *index* changes. If the value of the *index* changes, your new interest rate (and corresponding APR) will take effect on the next *billing cycle*.
- (ii) What are the daily periodic rates used to calculate my interest? We determine your *daily periodic rate* by dividing the corresponding APR by the number of days in the current year and rounding to the nearest 1/1000 of 1%, not to exceed the maximum allowed by *applicable law*. If the daily periodic rate and corresponding APR increase, the *interest charge* will increase, and your *minimum payment* may be more.

(g) Interest charges

(i) How is the *interest charge* for purchases and balance transfers applied? Subject to your right to pay the “*New Balance*” in full by the *due date* without incurring *interest charges*: *interest charges* accrue from the transaction date, the date the *transaction* is posted to your *account*, or the first calendar day of the *billing cycle*, as applicable. *Interest charges* accrue on the unpaid amount until it is paid in full. This means you may owe *interest charges* even if you pay the entire “*New Balance*” one month but did not do so for the previous month.

(ii) *Interest charges* on a *cash advance* 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. **There is no grace period.**

(iii) How do you calculate *interest charges*? We figure the *interest charge* on your account by applying the periodic rate to the “average daily balance” of your account. If you are charged interest, the charge will be no less than \$2.00, (the minimum *interest charge* will appear as “Minimum Charge” in the fees section of your statement.

(h) Average daily balance calculation for purchases and balance transfers.

- (i) Add any new *purchases* or balance transfers, subtract any *payments*, non-accruing fees, and unpaid *interest charges*. This gives us the daily balance. Then, we add up all of the daily balances for the *billing cycle* and divide the total by the number of days in the *billing cycle*.
- (ii) Notice of Unauthorized Use. If the *card* is lost or stolen, or if you think someone is using the card without your permission, notify us immediately, orally and in writing, at:

Academy Bank, N.A.  
c/o Credit Card Processing  
Post Office Box 410489  
Kansas City, Missouri 64141 Toll  
Free: 1.877.712.2265

You may be liable for the unauthorized use of the *card* that occurs before you notify us of such use. Your liability will not exceed \$50.00 or the amount of money, property, labor, or obtained by unauthorized use before you notify us, whichever is less. You will not be liable for unauthorized use that occurs after you notify us and we have a reasonable opportunity to act on such notice. In no event shall we be obligated to reissue a lost or stolen *card*. You agree that we may monitor and/or record all telephone communications between you and us.

(j) Zero Liability Policy. As a VISA® cardholder, you have certain rights under VISA’s Zero Liability program. For details, see <http://usa.visa.com/small-business/card-benefits/security/zero-liability>

(k) Disputed Transactions.

**YOUR BILLING RIGHTS – KEEP THIS NOTICE FOR FUTURE USE**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

(i) What to Do If You Find a Mistake On Your Statement

- (A) If you think there is an error on your *statement*, write to us at:

Academy Bank, N.A.  
c/o Credit Card Processing  
Post Office Box 410489  
Kansas City, Missouri 64141

- (B) In your letter, give us the following information:

- (1) Account Information: Your name and *account* number.
- (2) Dollar Amount: The dollar amount of the suspected error.
- (3) Description of the 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.

- (C) You must contact us:

- (1) Within 60 days after the error appeared on your *statement*.
- (2) At least three *business days* before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.
- (3) 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 us the amount in question.

(ii) What Will Happen After We Receive Your Letter

- (A) 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 *statement* is correct.

- (B) While we investigate whether or not there has been an error:

- (1) We cannot try to collect the amount in question or report you as delinquent on that amount.
- (2) The charge in question may remain on your *statement*, and we may continue to assess *interest charges* on that amount.

- (3) While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- (4) We can apply any unpaid amount against your *credit limit*.
- (C) After we finish our investigation, one of two things will happen:
  - (1) If we made a mistake: You will not have to pay the amount in question, or any *interest charges* or other *fees* related to that amount.
  - (2) If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable *interest charges* and *fees*. We will send you written notice 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.
- (D) If you receive our explanation but still believe your *statement* 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 *statement*. 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.
- (E) If we do not follow the rules above, you do not have to pay the first \$50.00 of the amount you question even if your *statement* is correct.
- (iii) Your Rights If You Are Dissatisfied With Your Credit Card Purchases
  - (A) If you are dissatisfied with the goods or services that you have purchased with the *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*.
  - (B) 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 \$50.00. (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*.
  - (C) If all of the criteria above are met and you are still dissatisfied with the *purchase*, contact us in writing at:
 

Academy Bank, N.A.  
c/o Credit Card Processing  
Post Office Box 410489  
Kansas City, Missouri 64141
  - (D) 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.
- (l) Other Consequences of a Dispute. If you dispute a *transaction* made by you or someone else on your *account*, and we later credit your *account* for all or part of the disputed amount, you give us all of your rights against that other *person*. In addition, you will:
  - (i) give us any merchandise or other *purchases* you received in connection with the disputed amount if we ask;
  - (ii) not pursue any claim or reimbursement from the *merchant* and that other *person*; and
  - (iii) help us pursue and get reimbursement from the *merchant* and that other *person*.

Your help includes giving us documents that we ask for and that are acceptable to us.
- (m) Mailed Payments.
  - (i) You must mail payments to us at the address provided on your *statement* or as otherwise instructed by us. We will credit each payment to your *account* on the day we receive it if:
    - (A) you send the payment coupon included with your *statement* in the same envelope with your payment;
    - (B) you include your *account* number on your payment *item*; and
    - (C) your payment arrives at the address indicated on the payment coupon by the *cutoff time*.
  - (ii) Unless otherwise specified, and except as limited by *applicable law*, payments that conform to the requirements of Section 3(m)(i) will be credited to your *account* if we receive them by the *cutoff time*. If we receive any payment after the *cutoff time*, we will apply it the next *business day* except when a delay does not result in a finance or other charge. If the *due date* falls on a weekend or holiday, or a day on which we do not receive or accept payments, then we will treat any payment received by us at the correct address by the *cutoff time* on the next *business day* as if we received it by the *cutoff time* on the *due date*. We will not impose a separate *fee* for you to make payments unless the applicable payment method involves an expedited (that is same day or next day) delivery service.
  - (iii) We may accept payments that do not conform to the requirements set forth in this Section 3(m)(i), and if we do so, we will apply them to your *account* not later than five days after we receive them.

#### 4. Our Account Servicing Agreements.

- (a) Statements. Monthly Statements.
  - (i) Your *statement* will show all *transactions* billed to your *account* during the *billing cycle* along with other important *account* information
  - (ii) *Statements* will be sent at the end of each *billing cycle* when your *account* has a debit or credit balance of more than \$1.00, or if we have charged any *interest charges* to your *account*.
  - (iii) At Company's option, we will send to the Company a consolidated *statement* at the end of each *billing cycle* which will state the determined *minimum payment(s)* due and other information on all of the *accounts*.
  - (iv) If Company does not request a consolidated *statement*, each Employee will receive a monthly *statement* for the *account* assigned to that Employee.
- (b) Payment Processing.
  - (i) We may accept and process payments without losing any of our rights. Even if we apply your payment to your *account*, we may delay the availability of credit until we confirm that your payment has cleared. We may resubmit and electronically collect returned payments. We may also adjust your *account* as necessary to correct errors, to process returned and reversed payments, and to handle similar issues.

- (ii) When you provide an *item* as payment you authorize us either to use information from your *item* to make a one time electronic fund transfer from your deposit account or to process the payment as an *item*. We will provide additional information about this process on your *statement* or other documents we send you before your payment. You may contact us and ask that we not process your future *items* in this way.
- (iii) When you provide an *item* as payment, it might also be converted into an electronic image and collected and returned electronically. These electronic images may also be converted to substitute checks. We will not be responsible if an *item* you provide has physical features that when imaged result in it not being processed as you intended.
- (c) **Items with Restrictive Words, Conditions or Instructions.** All *items* that have restrictive words, conditions, limitations, or special instructions added (including *items* marked with the words "Paid in Full" or similar language) and all accompanying communications must be mailed to and received at the address in your most recent *statement*. If you make your payment or send any accompanying communications to any other address, we may accept and process the payment without losing any of our rights.
- (d) **Credit Balances.** We may reject and return to you any payment that creates a credit balance on your *account*. If we allow you to create a credit balance, such balance will not be available until we confirm that your payment has cleared. We may reduce the amount of a credit balance by any new *transactions* posted to your *account*. You may contact us in writing as provided on your *statement* and request a refund of an available credit balance. We will address your credit *balance* request and inform you of the status within seven business days.
- (e) **Account Default.**
  - (i) We may consider you in default under this Agreement if:
    - (A) Company does not make a payment by its *due date*;
    - (B) any payment made is rejected, not paid, or cannot be processed;
    - (C) you exceed your *credit limit*;
    - (D) a bankruptcy or other insolvency proceeding is filed by Company or any guarantor;
    - (E) the death or incapacity of the sole proprietor or partner of any partnership, if the Company is a sole proprietorship or partnership;
    - (F) we determine that you made a false, incomplete, or misleading statement on any of your *account* documentation, or you otherwise tried to defraud us;
    - (G) you do not comply with any term of this Agreement, the *related documents*, or any other agreement with us; or
    - (H) you permanently reside outside the United States.
  - (ii) If your account is in default, we may charge the late payment *fee* set forth in Section 3(c)(i) and the *Disclosure Statement*.
  - (iii) Paying the *fees* charged in connection with a default will not by itself cure the default. In addition, if you are in default, we may take the following actions without notifying you, unless we are required to do so by *applicable law*.
    - (A) close or suspend your *account*;
    - (B) lower your *credit limit*;
    - (C) increase your *minimum payment*;
    - (D) demand that you immediately pay the entire *indebtedness* (for example, as described in Section 3(d));
    - (E) continue to charge you *interest charges* and *fees* as long as any *indebtedness* remains outstanding; and/or
    - (F) pursue any other action against you that is permitted by *applicable law*, including the filing of a lawsuit against you.
  - (iv) You must pay us all of our collection expenses, attorneys' fees, and court costs, unless *applicable law* does not allow us to collect these amounts.
- (f) **Consumer Disclosures**
  - (i) Company represents that the *Cards* and the related *accounts* are to be used for business purposes only and acknowledges that consumer protection laws and regulations, including, without limitation, the Truth in Lending Act (Regulation Z) and Regulation E, do not apply to this Agreement. Company understands that we may furnish it with printed material utilized by us in connection with consumer credit card *accounts*, which are governed by agreements and the provisions of law different than those applicable to this Agreement.
  - (ii) Company agrees to be bound by the terms of this Agreement.
- (g) **Communications.**
  - (i) We may contact you from time to time regarding your *account*. We may contact you in any manner we choose unless prohibited by *applicable law*. For example, we may:
    - (A) contact you by mail, telephone, cellular phone, email, fax, recorded message, text message, or personal visit;
    - (B) contact you at your home and at your place of employment;
    - (C) contact you at any time, including weekends and holidays;
    - (D) contact you with any frequency;
    - (E) leave prerecorded and other messages on your answering machine/service and with others; and
    - (F) identify ourselves, your relationship with us, and our purpose for contacting you even if others might hear or read it.
  - (ii) Our contacts with you about your *account* are not unsolicited and might result from information we obtain from you or others. We may monitor or record our conversations or other communication with you. Unless prohibited by *applicable law*, we may modify or suppress caller ID and similar services and identify ourselves on these services in any manner we choose. When you give us, or we obtain, your mobile telephone number, we may contact you at this number and can also leave prerecorded and other messages. We may do these things whether we contact you or you contact us.
  - (iii) If you ask us to discuss your *account* with a *person*, you must provide us with documents that we ask for and that are acceptable to us.
- (h) **Credit Reports.**
  - (i) We may obtain and use credit and income information about any guarantor or personal owner of the business account from consumer (credit) reporting agencies and others as permitted by *applicable law*.
- (i) **Closing or Suspending Your Account.**
  - (i) You may ask us to close your *account* by writing us as described on your *statement*. Your *statement* will provide additional information about this process, and we may also separately provide you with additional details after your request. This might include payment information. If you use the *card* or charges post to your *account* after you ask us to close it, we may keep it open or re-open it.

- (ii) We may close or suspend your *account* and your right to obtain credit from us. We may do this at any time and for any reason permitted by *applicable law*, even if you are not in default. A suspension of your *account* might be permanent or temporary.
- (iii) If your *account* is closed or suspended for any reason, you must stop using the *card*. You must also cancel all billing arrangements that access the *account*. We will not do this for you. If we close or permanently suspend your *account*, you must also destroy all *cards*. You must still pay the *indebtedness* in full, even if it includes *transactions* posted to your *account* after we close or suspend it.
- (j) **New Offers.** In the future, we might make new offers to you or forward offers from others that we think you might be interested in. These offers may have new or different terms and documentation for these offers will be provided when we make you the offer. If you accept the offer, your previously-disclosed terms will still apply except as modified by the offer.
- (k) **Changes to this Agreement.**
  - (i) At any time, we may add, delete, or change any term of this Agreement unless prohibited by *applicable law*. We will give you notice of any changes as required by *applicable law*. If we do notify you of changes, we will send you a separate notice or inform you on your *statement*. We may send this notice to you electronically as permitted by *applicable law*. Our notice will tell you when and how the changes will take effect and describe any rights you have in connection with the changes.
  - (ii) If we increase your *interest charges* for any other reason, we will notify you in writing. If we increase your *fees* or other terms of your *account*, we will notify you in writing and inform you of your options in advance, including the right to opt out of some of these changes.

## 5. Miscellaneous.

- (a) **The Law that Applies to this Agreement.**
  - (i) Our headquarters is in Missouri and this Agreement will be interpreted using Missouri law. Federal law will be used when it applies.
  - (ii) You waive any applicable statute of limitations specified in *applicable law*. Otherwise, the applicable statute of limitations period for all provisions and purposes under this Agreement (including the right to collect debt) will be the period provided by Missouri or the jurisdiction where you live, whichever is longer.
  - (iii) If any part of this Agreement is found to be unenforceable, the remaining parts will remain in effect.
- (b) **Waiver.** We will not lose any of our rights if we delay taking any action for any reason or if we do not notify you. For example, we may waive your *interest charges* or *fees* without notifying you and without losing our right to charge them in the future. We may always enforce our rights later and may take other actions not listed in this Agreement if permitted by *applicable law*. You do not have to receive notice from us of any waiver, delay, demand, or dishonor. We may proceed against you before proceeding against any other *person*.
- (c) **Assignment.**
  - (i) This Agreement will be binding on, and benefit, any of your and our successors and assigns.
  - (ii) You may not transfer this *account* or this Agreement to any *person* without our written permission.
  - (iii) We may transfer your *account* and this Agreement to any *person* without your permission and without prior notice to you. They will take our place under this Agreement. You must pay them and perform all of your obligations to them and not us. If you pay us after you are informed or learn that we have transferred your *account* or this Agreement, we can handle your payment in any way we think is reasonable and permitted by *applicable law*. This includes returning the payment to you or forwarding the payment to the *person* to whom we transferred your *account*.
- (d) **Glossary.**
  - (i) *Account* means the *card account* we have opened for you in response to your *application*.
  - (ii) *Affiliates* means all financial institutions owned by Dickinson Financial Corporation. As of the publication date of this Agreement, our *affiliates* are: Armed Forces Bank, N.A.
    - (A) all disclosures and materials provided to you before or upon *account* opening;
    - (B) all other documents and disclosures relating to your *account* including those provided online; and
    - (C) all privacy notices describing our limitations on sharing information about you with others;
    - (D) all *statements*;
    - (E) any future documents describing changes we make to any of the above things.
  - (iii) *Applicable law* means the laws, regulations, court decisions, administrative rulings and the like adopted by, or in effect from time to time within, the State of Missouri and the United States of America.
  - (iv) *Application* means the form you completed to apply for an *account* and *card* that contains the information described in Section 1(b).
  - (v) *ATM* means an automated terminal machine provided by a financial institution or another *person* at which *cards* may be used as access devices to obtain cash.
  - (vi) *Billing cycle* means a period of time that might vary in length but is approximately 30 days in duration. The specific period of time is described on each *statement*. However, you will have a *billing cycle* even if we are not required by *applicable law* to make a *statement* available to you. We will often specify a *billing cycle* by the month in which its closing date occurs as provided on the *statement*. For example, a "March *billing cycle*" will have a closing date in March. If we charge off your *account* balance, we may switch to quarterly *billing cycles*.
  - (vii) *Business day* means any Monday through Friday in which our offices are open for the processing of payments and *transactions*.
  - (viii) *Card* means each AB credit *card* associated with your *account* and includes all renewals and substitutions of the initial *card* issued to you. *Card* also means your *account* number, which you may use to initiate *transactions* without presenting the *card* itself.
  - (ix) *Cash advance* means using the *card* to obtain cash or things we consider cash equivalents. Cash equivalents include wire transfers, travelers' checks, money orders, foreign currency, lottery tickets, gaming chips, and wagers.
  - (x) *Credit limit* means the maximum outstanding *indebtedness* you may incur by use of the *card*, as disclosed to you in the *related documents*.
  - (xi) *Cutoff time* means 5:00 p.m. CST, Monday through Friday for payments mailed to the address shown on your *statement*.
  - (xii) *Disclosure Statement* means the document titled "Business Card Account-Opening Disclosure" that you received upon approval of your *Card*.
  - (xiii) *Due date* means the date shown on each *statement* by which we must receive at least a *minimum payment* before a late payment *fee* is imposed.
  - (xiv) *Fees* means charges imposed on your *account* that are not included in the calculation of the Annual Percentage Rate.
  - (xv) *Indebtedness* means all amounts you owe us under this Agreement including, without limitation, all *transactions* charged to, and not thereafter reversed from, your *account*.

- (xvi) *Index* has the meaning set forth in the Disclosure Statement.
- (xvii) *Interest charges* means any charges to your *account* based on the application of the Annual Percentage Rate to the *account* balance as set forth in the *related documents*.
- (xviii) *Item* means a check, draft, money order, or other negotiable instrument (including images of these instruments) you use to make payments on the *indebtedness*.
- (xix) *Merchants* are sellers of goods and/or services who have agreed with a *network* to accept *cards* in payment of the purchase price of the goods and/or services they sell.
- (xx) *Minimum payment* means the amount so specified in each *statement*, calculated as set forth in the Disclosure Statement.
- (xxi) *Network* means Visa Inc. or any other network provider displayed on the *card*.
- (xxii) *Person* means a human being, a trust, Company, or a legal entity other than you, or us, as the context requires.
- (xxiii) *PIN* means the personal identification number we will give you that allows us to authenticate *transactions* initiated at ATMs or POSs.
- (xxiv) *POS* means a point-of-sale device at which *cards* may be used to (A) pay for *purchases*, and/or (B) obtain cash.
- (xxv) *Purchases* means those *transactions* in which you acquire goods and services from *merchants* from time to time by using the *card*.
- (xxvi) *Related documents* means the following documents:
  - (A) the correspondence we send you confirming that your *application* has been approved;
  - (B) the *Disclosure Statement*;
  - (C) the most-current version of the *card* benefits brochure, which describes benefits provided by the *network* for the *card* and your *account*.
- (xxvii) *Statement* means a document or information we make available to you showing *account* information including, among other things:
  - (A) *Transactions* made to your *account* during a *billing cycle*.
  - (B) The *minimum payment*.
  - (C) Other information required by *applicable law*.
- (xxviii) *Transaction* means each *transfer*, *purchase*, and *cash advance*.
- (xxix) *Transfers* means balances transferred from other accounts to the *account*.

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