

Cardmember Agreement



CARDMEMBER AGREEMENT

This Cardmember Agreement ("Agreement"), which includes your Card carrier and Welcome Letter, is your contract with us and governs the use of your Card and Account. The Welcome Letter contains important account information, including your annual percentage rates. Please read and keep these documents for your records.

You agree to use your Account in accordance with this Agreement. This Agreement is binding on you unless you have not used or authorized use of the Card. You must pay us for all amounts due on your Account as specified in this Agreement. Your Account must only be used for lawful transactions.

DEFINITIONS

We, us, and our: TMG Financial Services, Inc., the issuer of your Mutual of Omaha Bank credit Card Account.

You, your, and yours: the person who applied to open the Account and any other person responsible for complying with this Agreement, including the person to whom we address the billing statements.

Account: the relationship established between you and us by this Agreement.

APR: annual percentage rate.

Balance Transfer: the transfer of outstanding balances by you to your Account from credit accounts issued by persons other than us. A Balance Transfer may only be completed in a method authorized by us, which may include through a check issued by us.

Card: one or more Cards or other Account access devices, including Convenience Checks and Account numbers that we issue to you to obtain credit under this Cardmember Agreement.

Cash Advance: an advance that is charged to your Account with or in connection with the Card, including obtaining funds through an automated teller machine (ATM), banking site or financial institution; making a wire transfer; obtaining a money order, traveler's check, lottery ticket, casino chip or similar item; writing a Check, drawn on your Account, to yourself or as cash; or engaging in a similar transaction.

Convenience Check(s): a draft that looks like other checks, but is issued by us and drawn on credit available in your Account. For purposes of this Agreement and other communications with you, we may refer to these as Convenience Checks, Balance Transfer checks, Balance Consolidation checks, or by other means as described in offers or communications to you.

Purchase: a Purchase is the use of your Card or Account to buy or lease products or services. The Purchase of cash or cash equivalents, like casino chips or lottery tickets, is a Cash Advance, not a Purchase.

TRANSACTION FEES – FINANCE CHARGES

Transaction Fees and APRs: If you are assessed a transaction fee for a Purchase made in a foreign currency or a Cash Advance, the transaction fee may cause the APR on your billing statement on which the transaction first appears to exceed your normal APR.

Annual Fee: None.

Balance Transfer Fee: None.

Foreign Transaction Fee: When you make a transaction outside of the United States, a fee equal to 3% of the converted transaction amount will be applied to your Account, unless state law limits the amount we can charge, in which case the fee shall be the largest amount allowable under state law. State law limits include, but are not limited to: No fee for CO; Up to \$0.25 for NV; Up to 1% for MS; Up to 2% for MI; Up to the lesser of 2% or \$10.00 for IN.

The foreign transaction fee is a finance charge. Interest does not accrue on the fee.

Cash Advance Fee: If you use your Account or Card to obtain a Cash Advance, we will charge a Cash Advance fee of the greater of 4% of the cash advance or \$10.00, unless state law limits the amount we can charge, in which case the fee shall be the largest amount allowable under state law. State law limits include, but are not limited to: Up to \$0.25 for IL and NV; Up to the lesser of 1.5% of the amount of each cash advance or \$5.00 for WV; Up to the greater of \$2.00 or 2% of advance for TX; Up to the lesser of 2% of amount or \$10.00 for IN; Up to the greater of 2.5% of amount advanced or \$2.00 for CO; Up to 4% of advance for LA; Up to the greater of \$10.00 or 4% of each cash advance (\$30.00 maximum) for MN.

The cash advance fee is a finance charge. Interest does not accrue on the fee.

OTHER FEES

Some fees vary by state and are disclosed below. Specific fee amounts that apply to your Account will be disclosed as part of your Welcome Letter.

Late Payment Fee: We may add a late fee as outlined below to your Account for each billing period you fail to pay the Minimum Amount Due by the Payment Due Date (unless otherwise limited by state law). No fee for CT; Up to 5% of past due amount after 7 days for VA; Up to 5% of past due payment after 10 days for NY; Up to the greater of 5% of unpaid amount or \$10.00 after 10 days for WY; Up to 5% of unpaid installment, not to exceed \$10.00 after 15 days for ME; Up to 5% of unpaid installment, not to exceed \$25.00 after 10 days for WV; Up to the lesser of \$5.00 or the balance on balances under \$100 or \$10.00 for balances over \$100 after 30 days for NC; Up to the greater of \$5.00 or 4% of amount of any delinquency after 15 days for MS; Up to \$7.00 for CA; Up to the greater of \$7.20 or 5% of unpaid payment after 10 days, not to exceed \$18.00 in SC; Up to the greater of \$7.80 or 5% of amount of the payment after 10 days for MN; Up to 10% of payment amount after 10 days for WA; Up to the lesser of 10% of outstanding balance or \$10.00 after 15 days in default for MA; Up to the greater of 5% of installment or \$15.00 after 7 days for KY; Up to \$15.00 after 10 days for CO, DC, FL and LA; Up to the lesser of 5% of payment due or \$15.00 after 10 days for TX; Up to the greater of 5% of minimum required payment or \$15.00 after 10 days for OH and ID; Up to the greater of 5% of minimum payment or \$15.00 after 15 days for MO; Up to the greater of \$15.00 or 5% of amount past due for MI and MT; Up to \$15.00 for IA; Up to the greater of \$18.00 or 5% of payment in default after 10 days in AL; Up to \$18.50 after 10 days for IN; Up to the greater of \$20.00 or 10% of payment after 15 days in PA; Up to the greater of \$24.50 or 5% of payment after 10 days for OK; Up to \$25.00 for AA, AE, AK, AP, AR, AZ, DE, GA, HI, IL, KS, MD, ND, NE, NH, NJ, NM, NV, OR, RI, SD, TN, UT, VI, VT and WI.

Returned Payment Fee: We may add a fee as outlined below to your Account if a payment check or similar instrument is not honored or returned because it cannot be processed, or if an automatic debit is returned unpaid. We may assess this fee every time your check or payment is not honored, as permitted by law. No fee for WY; Up to \$10.00 for NV; Up to \$15.00 after 2nd presentment for MD; Up to \$20.00 for CT, FL, ID, NY, OH and OR; Up to the greater of \$20.00 or 5% of amount due for IA; Up to \$25.00 if check remains unpaid for 15 days after notice of dishonor is sent for MS; Up to \$25.00 for AA, AE, AK, AL, AP, AR, AZ, CA, CO, DC, DE, HI, IL, IN, KS, KY, LA, MA, ME, MI, MN, MO, MT, NC, ND, NE, NH, NJ, NM, OK, PA, RI, SC, SD, TN, TX, UT, VA, VI, VT, WA, WI and WV; Up to \$25.00 or 5% of check amount for GA.

Returned Convenience Check Fee: We may add a fee if we decline to honor a convenience check. We may decline to honor these checks if, for example, the amount of the check would cause the balance to exceed the Cash Advance limit or revolving credit line, if you default, if you did not comply with our instructions regarding the check, or if your Account has been closed. We may assess this fee every time your check is not honored, as permitted by law. No fee for WY; Up to \$10.00 for NV; Up to \$15.00 after 2nd presentment for MD; Up to \$20.00 for CT, FL, ID, NY, OH and OR; Up to the greater of \$20.00 or 5% of amount due for IA; Up to \$25.00 if check remains unpaid for 15 days after notice of dishonor is sent for MS; Up to \$25.00 for AA, AE, AK, AL, AP, AR, AZ, CA, CO, DC, DE, HI, IL, IN, KS, KY, LA, MA, ME, MI, MN, MO, MT, NC, ND, NE, NH, NJ, NM, OK, PA, RI, SC, SD, TN, TX, UT, VA, VI, VT, WA, WI and WV; Up to \$25.00 or 5% of check amount for GA.

Stop Payment on Convenience Check Fee: We may add a fee of up to \$20.00 to your Account if we honor your request to stop payment on a Convenience Check. To stop payment on a Convenience Check, write us at ATIRACredit, P.O. Box 14542, Des Moines, Iowa, 50306-3542, or call the Cardmember Service number on the billing statement. If you call, you must confirm the call in writing within fourteen (14) days. A written stop payment order remains in effect for six (6) months unless renewed in writing. Stop payment fees do not apply for the state of WY.

Credit Card Replacement Fee: We may add a fee to your Account if you request a replacement credit Card. This fee is based on the delivery type you request. The fee is \$5.00 for standard delivery; \$25.00 if you request a replacement be delivered two (2) days after your request; \$65.00 if you request a non-emergency delivery shipped via FedEx one (1) day after your request; or \$105.00 if you request an emergency Card replacement which is shipped at time of request when it is sent via an overnight delivery service. Rush card fees do not apply to the following states: OK and WY.

Rush PIN Fee: We may add a \$10.00 fee to the Purchase balance if you request your PIN rush-delivered to you via FedEx. Rush PIN fees do not apply to the following states: OK and WY.

Document Copy Fee: We may add a \$15.00 fee to your Account if you request a copy of a sales slip, refund slip, Cash Advance slip or travel and entertainment (T & E) draft. Document copy fees do not apply to the following states: IN, OK and WY.

Convenience Check Copy Fee: We may add a \$20.00 fee to your Account if you request a copy of a returned Convenience Check. Convenience Check copy fees do not apply to the following states: OK and WY.

Statement Copy Fee: We may add a \$5.00 fee to your Account if you request a copy of a billing statement. Statement Copy fees do not apply to the following states: OK and WY.

Research Fee: We may add a fee to your Account for time we spend to research an item regarding your Account at your request. The fee is \$15.00 per hour. Research fees do not apply to the following states: OK and WY.

YOUR ACCOUNT

Authorized Users: You may allow authorized users to use your Account. You may request additional Cards for authorized users. You must pay us for all charges made by authorized users, even if you did not intend to be responsible for those charges. If you revoke permission for an authorized user to use a Card or to use your Account, you must notify us for the revocation to be effective.

Revolving Credit Line: Your initial revolving credit line appears on the Card carrier and your Welcome Letter. Part of your revolving credit line, called the Cash Advance limit, is available for Cash Advances. Your Cash Advance limit appears on your Welcome Letter. We may change your revolving credit line or Cash Advance limit at any time for any reason. We may notify you of any change, but the change may take effect before you receive notice. We may permit you to incur charges that cause your New Balance to exceed your revolving credit line. These charges will be evaluated based on account performance, information contained on credit bureau reports we review periodically and other credit accounts with us. If we authorize these charges, you must pay, as part of your Minimum Payment Due, the amount by which your New Balance exceeds your revolving credit line, including amounts due to Purchases, Cash Advances, finance charges, fees or other charges.

Contact Information: You must notify Cardmember Service of a change in address or other contact information, including state of residence, by calling 866.596.3061, mailing ATIRACredit, P.O. Box 14542, Des Moines, IA 50306-3542 or emailing info@ATIRACredit.com. (Please note: this email address is not secure; please do not include your account information. To discuss account-specific information, please call Cardmember Service.)

Billing Statement: You shall receive a periodic billing statement in accordance with applicable law if your Account has a debit or credit balance of more than \$1 or a finance charge has been imposed during that billing cycle. If we deem your Account uncollectible or institute collection proceedings through an outside agency or attorney, we may stop sending you statements. Periodic finance charges and fees may continue to accrue even if we stop sending statements.

The total amount you owe us appears as the New Balance on the billing statement. To determine the New Balance we begin with the total balance at the start of the billing period. We add any Purchases, Balance Transfers or Cash Advances and subtract any credits or payments credited as of that billing period. We then add any periodic finance charges or fees and make other adjustments.

Our Communications With You: If we need to contact you to service your Account or to collect amounts you owe, you authorize us (and our affiliates, agents and contractors) to contact you at any number you provide, from which you call us or at which we believe we can reach you. We may contact you in any

way, such as calling or texting. We may contact you using an automated dialer or prerecorded messages. We may contact you on a mobile, wireless or similar device, even if you are charged for it.

APRs

APRs Based on Prime: We calculate any APR based on the U.S. Prime Rate ("Prime Rate") by adding a margin to the Prime Rate. Your margin is identified in the Welcome Letter you receive from us. Your APRs are variable and may increase or decrease if the Prime Rate increases or decreases. For each billing period, we use the Prime Rate published in The Wall Street Journal ten (10) business days prior to your statement closing date. If The Wall Street Journal does not publish the Prime Rate, we may substitute a similar published rate. A change in the APR due to a change in the Prime Rate takes effect as of the first day of the billing period for which we calculate the APR. We apply the new applicable APR to any existing balances, subject to any promotional rates that may apply.

Effect of APR Increases: If the APR on your Account increases in accordance with this Agreement and as permitted by law, interest charges and your minimum payment may increase.

Penalty Rate: We do not charge a penalty rate.

FINANCE CHARGES

Interest Charges: Interest charges are a finance charge added to your Account when we apply the applicable APR to the balances on your Account.

When Interest Charges Begin to Accrue: Interest begins to accrue on Purchases, Cash Advances, Balance Transfers, and any minimum interest charges from the date it is added to the daily balance and continues to accrue until payment in full is credited to your Account.

Your Payment Due Date is at least 25 days after the close of each billing cycle. We will not charge you interest on Purchases or Balance Transfers that appear on your billing statement if you pay the New Balance on your statement in full by the Payment Due Date.

For a Cash Advance, we will begin charging interest on the transaction date.

How We Calculate Your Balance and Interest Charges: We calculate the interest charge separately for each Balance Subject to Interest rate, including for Purchases at the current rate (which includes Balance Transfers at the current rate), Cash Advances at the current rate and transactions at different promotional rates, as applicable. Your billing statement shows each Balance Subject to Interest Rate.

We figure the interest charge on your Account by applying the periodic rate to the "average daily balance" of Purchases (which include Balance Transfers) and Cash Advances. The average daily balances for Purchases (including Balance Transfers) and Cash Advances are calculated separately and determined as follows: To get the "average daily balance" we take the beginning balance of your Account for each Balance Subject to Interest Rate each day, add any new transactions in that category (which may include Purchases / Balance Transfers / Cash Advances) and subtract any unpaid interest or other finance charges and any payments or credits. This gives us the daily balance. Then, we add up all the daily balances (for that Balance Subject to Interest Rate) 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 each Balance Subject to Interest Rate.

For each Balance Subject to Interest Rate, we multiply the average daily balance by the applicable periodic rate. The periodic rate referenced in your Welcome Letter is a 'monthly' periodic rate and is calculated by dividing the APR on the Account by twelve (12). A billing period begins on the day after the Statement Closing Date of the previous billing period and includes the Statement Closing Date of the current billing period.

Minimum Interest Charge: If you are charged interest, the charge will be no less than \$0.50.

Convenience Checks: Each Convenience Check must be in the form it was issued and used according to any instructions we give. The Convenience Check(s) must not be used to pay an amount owed us under this or any other account or agreement that you have with us. We do not certify Convenience Checks or return any such checks that have been paid. At our sole discretion, we may choose to honor a Convenience Check after its expiration date.

PAYMENTS

Minimum Payment Due: Each month your statement balance is greater than \$0, you must pay at least the Minimum Payment Due by the Payment Due Date. To calculate the Minimum Payment Due, we begin with any past due amount and add any amount in excess of your revolving credit line. We then apply the minimum payment disclosed in your Welcome Letter.

The Minimum Payment Due never exceeds the New Balance. In calculating the Minimum Payment Due, we may subtract from the New Balance certain fees added to your Account during the billing period.

Application of Payments: Each billing period, to the extent your payment exceeds the Minimum Payment Due shown on your current billing statement, we will apply the excess amount to the balance of each transaction category beginning with the balance subject to the highest APR. Otherwise, we will apply payments and credits at our discretion. In all cases, we will apply payments and credit in accordance with applicable law.

Payment Instructions: Payments are credited in accordance with the payment instructions on the billing statement. Payments received in proper form online, at your financial institution or at our processing facility by 5 p.m. local time on any day will be credited as of that day. Payments received online, at your financial institution or at our processing facility after 5 p.m. local time will be credited as of the next day. You must pay us in U.S. dollars using a check, similar instrument or automatic debit that is drawn on and honored by a financial institution in the U.S. Do not send cash. We can accept late or partial payments, and payments that reflect "paid in full" or other restrictive endorsements, without losing our rights. We reserve the right to 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 at our discretion and credit your Account in U.S. dollars after deducting any costs incurred in processing your payment, or we may bill you separately for such costs.

Foreign Currency Conversion Procedures: If you make a transaction in a foreign currency, other than a Cash Advance made at your financial institution or ATM of one of our affiliates, Mastercard® converts the amount into U.S. dollars as follows: Mastercard complies with its foreign currency conversion procedures then in effect. Mastercard currently uses a conversion rate in effect one day prior to its transaction processing date. Such a rate is either a wholesale market rate or the government mandated rate.

The foreign currency conversion rate in effect on the applicable processing date for a transaction may differ from the rate in effect on the Transaction or Post Date on your billing statement for that transaction.

If a transaction is converted by a third party prior to such transaction being processed by Mastercard, the foreign currency conversion rate for that transaction will be the rate selected by that third party.

CREDIT REPORTING

We may report information about your Account to credit reporting agencies. Late payments, missed payments or other defaults on your Account may appear on your credit report. If you request Cards on your Account for others, we may report account information in the names of those other people as well. We may also obtain subsequent credit reports on you (for example, when we review your Account for a revolving credit line increase). If you wish to know which agencies we contacted, write us at the Cardmember Service address on your billing statement.

If you think we reported erroneous information to a credit reporting agency, write us at the Cardmember Service address on your billing statement. We will promptly investigate the matter and if we agree with you, we will contact each credit reporting agency to which we reported and request a correction. If, after our investigation, we disagree with you, we will tell you in writing or by telephone how to submit a statement to those agencies for inclusion in your credit report.

CHANGES TO THIS AGREEMENT

We may change the rates, fees and terms of this Agreement at any time for any reason, as permitted by law. Further, we may be compelled to change the rates, fees and terms of this Agreement if you change your state of residence. We will provide you notice of changes as required by law. Any changes to this Agreement are binding on you.

DEFAULT

You will be in default under this 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 automatic debit that is returned unpaid; make any false or misleading statements in any credit application or credit update; file for bankruptcy; or die. You will also be in default if you fail to comply with the terms of this Agreement or any other Agreement you have with us. If you default, we may close your Account and require you to pay any unpaid balance immediately, subject to applicable law. If you gave the financial institution guaranteeing your Account a security interest or other deposit, we may use the deposit amount to pay any amount you owe.

AUTHORIZATIONS, CLOSED ACCOUNTS AND RELATED PROVISIONS

Authorizations: We do not guarantee authorization of a transaction, either by us or by a third party, even if you have sufficient credit available. We reserve the right to deny certain transactions for any reason and at our sole discretion, including for default, suspected fraudulent or unlawful activity, internet gambling or any indication of increased risk related to the transaction or the Account. You agree that we will not be liable for failing to give an authorization. We also

reserve the right to limit the number of transactions that may be approved in one day. If we detect unusual or suspicious activity, we may suspend your credit privileges until we can verify the activity, or we may close the Account.

Preauthorized Charges: If you default, if the Card is lost or stolen or we change the Account for any reason, we may suspend automatic charges with third party vendors. If preauthorized charges are suspended, you are responsible for making direct payment for such charges until you contact the third party to reinstate the automatic charges.

Lost or Stolen Cards, Account Numbers or Convenience Checks: If any Card, Account number or Convenience Check is lost or stolen or if you think someone used or may use them without permission, call Cardmember Service immediately at 866.596.3061. We may require you to provide certain information in writing to help us find out what happened and to comply with our investigation. You must identify for us the charges that were not made by you, or someone not authorized by you and from which you received no benefit. You will not be liable for any unauthorized use that occurs after your notify us. You may be liable for unauthorized use that occurs before your notice to us. However, if you exercise reasonable care in safeguarding your card from risk of loss or theft and, upon discovering the loss or theft promptly report the loss or theft to us, you will not be liable for any unauthorized transactions. In any case, your liability will not exceed \$50.00.

Closing Your Account: You may close your Account by notifying us in writing or calling the Cardmember Service number shown on your billing statement or on the back of your credit Card but must still repay the total balance remaining on the Account (identified as "New Balance" on your statement) in accordance with this Agreement. We may close your Account or suspend Account privileges at any time for any reason without prior notice. We may also reissue a different Card at any time. You must return any Card to us upon request.

Security Interest for Secured Accounts: If your Account is a secured account, you gave your financial institution a security interest or other deposit to secure payment of your Account. If you withdraw your funds from the account set up to secure your credit account, the financial institution will notify us and we will close your Account.

WHAT TO DO IF THERE IS AN ERROR IN YOUR BILL

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:

ATIRACredit, P.O. Box 14542, Des Moines, IA 50306-3542.

In your letter, give us the following information:

- **Account information:** Your name and Account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50.00 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit Card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the Purchase.

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

1. The Purchase must have been made in your home state or within 100 miles of your current mailing address, and the Purchase price must have been more than \$50.00. (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 credit 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 ATIRACredit, P.O. Box 14542, Des Moines, IA 50306-3542.

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.

DISPUTE RESOLUTION

Any dispute, controversy or claim arising under or otherwise in connection with this Agreement (including any breach, termination, validity or enforceability of any provision hereof) (a "Dispute") shall be resolved as follows: Either Party may submit the Dispute to non-binding mediation in the State of Iowa, in accordance with the Rules of Arbitration then prevailing of the American Arbitration Association (the "Rules"). The Parties will mutually agree upon the mediator. If the Parties are unable to agree upon the mediator, the mediator will be selected by the Des Moines, Iowa office of the American Arbitration Association. If the Dispute is not resolved through mediation within ten (10) business days after the conclusion of the Hearing (as defined below), the Dispute may be submitted to arbitration in Des Moines, Iowa for resolution by final and binding arbitration by a sole arbitrator under the Rules, upon written notice of demand for arbitration by the Party seeking arbitration, setting forth the specifics of the matter in controversy or the claim being made.

"Hearing" means a hearing before the mediator during which each Party presents its position regarding the Dispute.

APPLICABLE LAW AND ENFORCING OUR RIGHTS

Applicable Law: The terms and enforcement of this Agreement shall be governed by federal law and the law of Iowa.

Armed Forces: Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To hear this disclosure orally, please call 844.697.2550.

Enforcing this Agreement: We can delay in enforcing or fail to enforce any of our rights under this Agreement without losing them.

Collection Costs: If we refer collection of your Account to a lawyer who is not our salaried employee, you are liable for any reasonable attorney's fees we incur, plus the costs and expenses of any legal action, to the extent applicable by law.

Assignment: We may assign any or all of our rights and obligations under this Agreement to a third party.

California Residents: A married applicant may apply for a separate account. Applicants: 1) may, after credit approval, use the credit card account up to its

credit limit; 2) may be liable for amounts extended under the plan to any joint applicant. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Connecticut Residents: This is an open-end loan being made pursuant to Connecticut Statutes Sections 36a-555 to 573.

Florida Residents: You (borrower) agree that, should we obtain a judgment against you, a portion of your disposable earnings may be attached or garnished (paid to us by your employer), as provided by Florida and Federal law.

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

New York Residents: We may obtain a credit report in connection with this Account, including for any review, modification, renewal or collections associated with this Account. Upon your request, you will be informed whether such report was requested and, if so, the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Banking Department at 877.226.5697 to obtain a comparative listing of credit card rates, fees and grace periods.

Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

South Dakota Residents: If you believe there have been any improprieties in making this loan or in the lender's loan practices, you may contact the South Dakota Division of Banking at 1601 N. Harrison Ave, Suite 1, Pierre, SD 57501, or by phone at 605.773.3421.

Wisconsin Residents: If you are married, please contact us immediately upon receipt of this Agreement at 866.596.3061 and provide us with the name and address of your spouse. We are required to inform your spouse that we have opened a credit account for you.

FOR FURTHER INFORMATION

Call Cardmember Service at 866.596.3061. This number is also shown on your billing statement and on the back of your Card.

The Mutual of Omaha Bank ATIRACredit™ Card is issued pursuant to a license by Mastercard International Incorporated. Mastercard and the Mastercard Brand Mark are registered trademarks of Mastercard International Incorporated.

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