

# PINNACLE BANK/BANK OF COLORADO CREDIT CARD AGREEMENT

This Agreement, along with the credit application and credit disclosures comprises the Credit Agreement between you and Pinnacle Bank/ Bank of Colorado. It applies to you and to all eligible users of your card(s). It is effective on the date your card is activated and terminates on the date of expiration shown on your card. Your signature on the credit card application means that you have read and agree to the terms of this Agreement. You acknowledge receipt of a copy of this Agreement.

**A. WORDS OFTEN USED IN THIS AGREEMENT** In this Agreement, "We," "Us," and "Our" mean Pinnacle Bank/Bank of Colorado. "You" and "Your" mean each person who signs an application for, or otherwise requests, a credit card account with us. "Account" means your credit card account with us. "Card" means each credit card we issue to you for your account.

**B. AGREEMENT** You agree to the terms of this Agreement. When you use your account or let someone else use it, you promise to pay the total amount of the transaction as well as any interest or fees that may be due. All amounts owed must be paid in United States dollars. You promise to do everything this Agreement requires of you. You will be legally bound by this Agreement if you sign an application to obtain credit from us, or if you sign a sales draft, or if you use or permit someone else to use the card. If the account is a joint account, you and the joint account holder each will be bound by this Agreement and each of you will be jointly and individually responsible for repaying all amounts due under this Agreement. Any authorized user of your account will, by such use of the account, be bound by the terms of this Agreement.

You understand and agree that we will be unable to determine whether any particular transaction on your account has been conducted by you, your joint account holder or the authorized user or if the transaction by the authorized user was indeed authorized by you or made for your benefit. If you fail to comply with any of the terms of this Agreement, we may declare all amounts you owe to be immediately due and payable, prohibit further transactions on your account, cancel the card(s) and revoke any privileges associated with your account.

**C. HOW YOUR CARD MAY BE USED** Your card may be used at any place where Visa® credit cards are accepted. For your own protection, please sign the card before using it. Your signature on the card is not a prerequisite to your obligation to pay amounts incurred on your account. If a card is lost or stolen, you must tell us at once. You must also tell us at once if you think someone used a card without your permission. You may either write us a letter or call us at the address and phone number shown on your statement. Until you do, you may have to pay (up to \$50.00) for purchases made by anyone who used the card without your permission.

**D. CREDIT LIMIT** Your Credit Limit is the total maximum amount we allow you to owe us at any time. You may not exceed any credit limit that we set for your Account. If you do use the Account for more than your Credit Limit, we can still charge you for all purchases, Interest Charges and other charges without giving up any of our rights under this Agreement. We may change your Credit Limit at any time.

**E. PAYMENTS** You may pay all of your account balance at any time without penalty. You must pay us at least the minimum payment due for each billing period by the payment due date shown on your monthly billing statement. The payment due date is the date the minimum payment due is due to us.

**F. INTEREST** At the end of each day we will add new charges to your balance and subtract payments we receive, and other credits that may apply. Your Annual Percentage Rate (APR) is shown on the credit card application. The APR is divided by twelve and rounded to the next highest hundred thousandth of a percentage point to determine your monthly periodic rate. The monthly periodic rate is used to determine the amount of periodic interest rate charges.

**G. CONSUMER CREDIT CARDS ONLY: VARIABLE RATE AND ANNUAL PERCENTAGE RATE (APR)** The current monthly Periodic Rate and corresponding APR for new accounts are disclosed on the accompanying credit disclosures. The APR will vary based on changes in the Index, the Prime Rate (the base rate on corporate loans posted by at least 70% of the 10 largest U.S. banks) published in the Wall Street Journal. The Index will be adjusted on the 10<sup>th</sup> day of each month or the business day preceding the 10<sup>th</sup> day if that day falls on a weekend or holiday. Changes in the Index will take effect beginning with the first billing cycle in the month following a change in the Index. Increases or decreases in the Index will cause the APR and periodic rate to fluctuate, resulting in increased or decreased interest charges on the account. Prime Rate+12.00% is used to determine APR for purchases, balance transfers, and cash advances. The APR will be limited to a floor rate of 12.00% and a ceiling rate of 21.00%.

**H. BALANCE COMPUTATION METHOD** The interest charges for the billing cycle are computed by applying the monthly periodic rate to the "average daily balance" of purchases (including cash advances and/or balance transfers). Monthly periodic rate is determined by dividing the APR by twelve. To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances/ balance transfers, and subtract any payments, credit, non -accruing fees, and unpaid interest charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

**I. GOVERNING LAW** This Agreement is governed by laws of the state in which our main office is located, and applicable federal law. This is the law we are speaking of when we refer to a term permitted or required by applicable law.

**J. FEES** Fees that you may be charged for services provided are set forth in the Credit Disclosures section of the Credit Application. By executing the Application you agree to pay them.

**K. DISPUTE RESOLUTION** We can delay enforcing our rights under this Agreement without losing them. If any provision of this Agreement is in conflict with applicable law, that provision will be considered to be modified to conform with applicable law. All disputes concerning this Agreement and use of cards issued pursuant to it will be resolved pursuant to federal and state law. We will promptly notify you once our investigation has been completed.

**L. UNLAWFUL TRANSACTIONS** You agree that you will not use your account for any transaction that is unlawful. In addition, we reserve the right to deny transactions or authorizations from merchants we determine are apparently engaging in the internet gambling business or identifying themselves through the card transaction records or otherwise as engaged in such business.

**M. CHANGE IN TERMS OF YOUR ACCOUNT** We can change or add to any terms of your account at any time. We do not guarantee that the fees and the Annual Percentage Rates (APRs) on your account are for any particular length of time. Future changes will be made in accordance with this Agreement and applicable law. We will provide you with such notice as is required by applicable law. You may cancel your card without penalty if you do not accept such changes, and you may pay off the existing balance under the account terms in place at time of cancellation.

We can cancel your account at any time, or reduce the amount of your credit line, without notice to you, except in those situations where notice is required by law. You will continue to be responsible for full payment of the balance on your account and all charges to your account, including those not yet received by us, as well as subsequent finance charges and other charges.

**N. CHANGE OF NAME, ADDRESS OR TELEPHONE NUMBER(S)** You are responsible for promptly notifying us of a change in your name, address (including any email address at which you agree to be contacted), or telephone number(s) including any wireless telephone number(s).

**O. IMMEDIATE PAYMENT OF YOUR FULL BALANCE** You will be in default, and we may, without notifying you, temporarily suspend your credit, close your account, cancel all credit cards issued on it and require immediate payment of your entire balance if any of the following occurs: You fail to make a payment when it is due; you do not follow the terms of this Agreement in any way; you have made any false or misleading statement on the application for your account; you fail to pay any other loans you owe us; you become insolvent or die; there is an attachment, execution or levy against your property or you make an assignment for the benefit of creditors; a bankruptcy petition is filed by or against you; a guardian, conservator, receiver, custodian or trustee is appointed for you; you are generally not paying your debts as they come due, or there has been a material adverse change in your financial standing.

**P. COLLECTION REMEDIES** If you are in default, we may take certain actions with respect to your account including the following: Closing or suspending your account; demand you immediately pay the total balance owing on the account; file a lawsuit against you or pursue another action not prohibited by law. If we file a lawsuit, you agree to pay our court costs, expenses and legal fees.

## YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE.

This notice tells you about your rights and 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 the address shown on your monthly billing statement.

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 after 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. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to 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 in question, even if your bill is correct.

### YOUR RIGHTS IF YOU ARE DISSATISFIED WITH YOUR CREDIT CARD PURCHASES

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

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

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

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing (or electronically) at the address shown on your monthly billing statement.

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.