

# Citizens State Bank Visa® Credit Card Agreement

As used in this Agreement, "you" and "your" mean each and all of those who apply for and receive, or who sign a card(s), jointly and severally. "Card" means each Visa credit card as issued to you. This Agreement also governs the issuance and use of "cash advance drafts" and other "cash advances." "We", "us", "I", and "our" mean the creditor named above, to which your credit card agreement and the right to payment have been assigned, and to which you are legally obligated under the terms of this Agreement. "Account" means your account with us. "Account balance" means the total balance you owe us from time to time under this Agreement, including the principal and all interest charges and other charges due. "Cash advance" means a loan you obtain from us or anyone else on the basis of a cash advance draft, card or otherwise under your card.

**1. Responsibility.** You agree to be bound by the terms of this Agreement and the terms contained on the cards, sales drafts, credit adjustment memos and cash advance drafts signed by or given to you or any authorized user of your cards, which shall constitute the agreement between you and us. You also agree to repay all debts and any interest charges and fees arising from the use of the card or the account. You are responsible for charges to the account made by yourself, your spouse and your minor children. Except to the extent prohibited by law, you are also responsible for charges made by anyone to whom you give the card or your account number, and this responsibility continues until you recover and return the card to us. Except to the extent prohibited by law, you cannot disclaim responsibility by notifying us. Your responsibility for paying the account continues even though an agreement, divorce decree or other court judgment to which we are not a party may direct you or one of the other persons responsible to pay the account.

**2. Credit Limit.** We will establish a credit limit for you upon approval of your application and advise you of its amount. You agree not to let the account balance exceed the credit limit but you remain responsible for payment even if it does. If you obtain any credit extensions by use of the card, checks and/or drafts in excess of your available credit, we may (but are not required to) honor the transactions and extend credit to you even though this will cause your account balance to be in excess of your credit limit. In addition to payment required under paragraph 7, any account balance in excess of your credit limit must be paid immediately. You agree that we may at any time, increase or reduce your credit limit. Any change in the credit limit will not affect your obligation to pay the account balance.

**3. Fraud Detection.** Transactions deemed suspicious by us, at our sole discretion, may be declined, and depending upon the circumstances, if a transaction is declined as a suspicious transaction, further use of the Card may be blocked by us, at our sole discretion.

**4. Suspicious Transactions.** Please contact us if you intend to make a transaction that falls outside of your usual spending pattern or plan to use your card internationally.

**5. Use of Card and Advances.** You may use your account only for personal, family or household purposes. However, if your account is established as a commercial or business account, you may only use your card for business or commercial purposes. Your card may not be used for Internet gambling or any illegal transaction(s). Credit for purchases from a merchant or a cash advance from a participating financial institution may be obtained by presenting your card or account number to the merchant or participating financial institution, and if requested, by providing the proper identifying information and/or signing the appropriate drafts. Failure to sign a draft or to use the card in the manner or for a purpose prescribed by this Agreement, does not relieve you of liability for purchases made or cash received. A card may also be used to obtain cash advances (up to \$310 daily) from certain automated equipment provided it is used with the correct Personal

Identification Number ("PIN"). Terminals or terminal operators may impose fees for use and may have limits on the amounts or frequency of cash withdrawals. The amount of cash advances outstanding at any time may not exceed 100% of your credit limit. Notify our credit card processor at once at 1-800-325-3678 (727-556-9000 collect when calling internationally) of any loss, theft, disappearance or possible unauthorized use of your card or PIN. You agree that you are liable for any and all use of the card, whether authorized or unauthorized if you are issued a card for business purposes or you are an organization to whom we have issued ten (10) or more cards at your request for use by your employees or other authorized users. Unauthorized use means use of a card by any person other than you (and other than your authorized users) without actual, implied or apparent authority for such use. We may permit you to transfer balances and obligations that you owe to other creditors to the account. When you request and we approve a balance transfer, it will be posted to the account as either a cash advance or a purchase. The materials that we provide to you to request the balance transfer will explain how the balance transfer will be posted.

**6. Periodic Billing.** We will mail you a statement each month in which your account has a balance of \$1.00 or more. Upon receipt, you agree to examine each statement and immediately notify us of any charge or item which you believe to be in error or subject to dispute. Any charge or item as to which we are not notified within 60 days after the billing date of the statement as described in Your Billing Rights statement in this Agreement will conclusively be deemed to be correct.

**7. Payments, Minimum Payments, Application of Payments and Preauthorized Payments.**

(a) You agree to pay all of your obligations under this Agreement no later than the time and due date shown on each statement at Visa, P.O. Box 4512, Carol Stream IL 60197-4512. Your due date will be no sooner than 21 days after we mail or deliver your statement to you and will be identified in your statement. All payments received by mail must include your account number and must be paid in U.S. dollars and otherwise comply with payment instructions on your statement. Do not send cash through the U.S. mail if your New Balance (shown on your statement) is less than or equal to \$10.00, you must pay the entire New Balance. If your New Balance is more than \$10.00, you may pay either the entire New Balance or, a minimum payment of 3% of your New Balance or \$10.00, whichever is greater. The minimum payment due will be rounded to the next highest whole dollar amount and reflected as such on each periodic statement.

(c) If the annual percentage rate applicable to your Average Daily Balance of Purchases is different than the annual percentage rate applicable to your Average Daily Balance of Cash Advances (see paragraph 8) and you make a payment that exceeds the sum of the minimum payments due plus any amount that exceeds your credit limit, we will apply that amount of your payment that exceeds such sum to the Average Daily Balance with the highest annual percentage rate first and then to the Average Daily Balance with the lowest annual percentage rate. A payment is required for every statement period. Any additional amounts paid above the minimum payment, will reduce your balances, but will not prepay any future payment. Any past due minimum payment and any account balance in excess of your credit limit continue to be due immediately.

(d) If you have given us authorization, we will generate an automatic payment on the payment due date from the specified account for the Minimum Payment Due, the Entire Amount on the Last Statemented Balance, or Fixed Monthly Payment Amount according to your authorization. You understand that if the Minimum Payment Due for any billing cycle is greater than the fixed amount you designated, the automatic payment will be the Minimum Payment Due. If you have preauthorized payments, you have the right to

stop payment of any preauthorized transfer of funds to pay by notifying us verbally or in writing at least three (3) business days before the scheduled date of the transfer. We may request you to provide written confirmation of a stop payment order within 14 days of your verbal notification. If so, we will inform you of this requirement and the address where confirmation must be sent when you provide us with verbal notification of a stop payment. Any verbal stop payment you provide us ceases to be binding after 14 days if you fail to provide the required written confirmation as we may request. The periodic statement concerning your account constitutes written notice to you of the amount of funds and date of transfer for each such preauthorized payment on your account.

**8. Interest Charges.** You will pay interest charges on your account. For credit purchases we will determine the interest charge by applying a monthly periodic rate of 1.2417%, which is an annual percentage rate of 14.9%, to the "Average Daily Balance of Purchases" in your account during the billing cycle covered by the statement. For the "Average Daily Balance of Purchases," we take the beginning balance of your purchases each day, add any new purchases and subtract any payments or credits, unpaid fees and interest charges. This gives us the daily balance of purchases. Then we add up all the daily balances of purchases for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average Daily Balance of Purchases." Interest charges for credit purchases begin on the date the purchase is posted to the account unless the Previous Balance on the statement was paid in full by the immediately preceding monthly statement's payment due date. Credit purchases made during the statement cycle will be excluded from the calculation of the daily balance of purchases if the Previous Balance was paid in full by the immediately preceding monthly statement's payment due date. You may avoid accruing additional interest charges after the Closing Date of the statement by paying in full the New Balance shown on the account's monthly statement by the Payment Due Date (within 25 days after the Closing Date). If the Previous Balance was paid in full by the immediately preceding monthly statement due date, then on a current statement you can avoid accruing additional interest on that portion of your Average Daily Balance of Purchases that is paid (according to the way we allocate payments under paragraph 7) by the payment due date, even if you do not pay the New Balance shown on that monthly statement in full. For cash advances, including loans advanced through a check, we will determine the interest charge by applying a monthly periodic rate of 1.2417%, which is an annual percentage rate of 14.9%, to the "Average Daily Balance of Cash Advances" in your account during the billing cycle covered by the statement. For the "Average Daily Balance of Cash Advances," we take the beginning balance of cash advances each day, add any new cash advances and subtract any payment or credits, unpaid fees and interest charges. This gives us the daily balances of cash advances. Then, we add up all the daily balances of cash advances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average Daily Balance of Cash Advances." Interest charges for cash advances accrue on your monthly statement as of the transaction date until paid. If you are assessed an access fee or surcharge at an ATM to perform a cash advance with your card, this fee will be added to the cash advance and subject to interest charges.

**9. Security Interest.** Unless prohibited by law, to secure your obligations under this Agreement, you grant us a security interest in any goods you purchase with the card. We disclaim any security interest in household goods, any structure containing one to four dwellings and any real estate.

**10. Card Holder Fees.** You agree to pay the following fees, subject to any limits imposed on these fees by applicable federal law. Late payment fees will be rounded down to the nearest whole dollar:

(a) Annual Membership Fee: A nonrefundable annual membership fee of \$12.00 will be assessed when your card

is issued and each year thereafter. The fee is payable in advance and will be posted to your account as a purchase. Except as may be required by law, no portion of the annual fee will be refunded to you.

(b) Except as otherwise prohibited by the Iowa Consumer Credit Code, reasonable fees will be charged for copies requested by you of monthly statements that we have sent to you, and of checks, drafts and machine receipts, together with hourly charges for searching our records. These fees will be charged according to our then-current fee schedule but will not be charged if the request for copies is made in connection with a billing error under the Fair Credit Billing Act or if otherwise prohibited by applicable law.

(c) Late Fee: Up to a \$10.00 fee in any billing cycle in which we do not receive the Minimum Payment by the payment due date.

(d) Cash Advance Fee: 2% of the cash advance per cash advance transaction with a minimum of \$2.00.

(e) International Transaction Fee: None.

(f) ATM Fee by issuer: ATM fee to perform a cash advance at an ATM that is owned by us. \$

(g) Fees Limited: Except as permitted by applicable law, in no event will fees charged on the account during the first year the account is opened exceed 25% of the initial credit limit on the account. This 25% limitation does not include late fees or returned payment fees, or fees for optional services, including, without limitation, fees for reissuing a lost or stolen card or for voluntary credit insurance.

(h) Return Check Fee: We will charge you a Returned Check Fee up to \$10.00 each time you pay us with a check which is returned unpaid. This fee will also apply if a debit transaction to a deposit account from which you have authorized us in writing to periodically deduct all or a part of an amount you owe us under this Agreement is returned unpaid.

Notwithstanding the Late Fee and Return Check Fee disclosed above, such fee will not exceed the amount of the minimum payment to which the fee applies.

**11. Default.** You agree to observe and comply with this Agreement and not to permit an event of default to occur. You further agree not to take any action or permit any event to occur which materially impairs your ability to pay when due. Upon the occurrence of any one or more of the following events of default: (a) In the case of a consumer account, you fail to pay at least the minimum payment when due on two occasions within any 12-month period; or in the case of a business account, you fail to pay any minimum payment when due; or (b) You die, cease to exist, change residency to another state, become insolvent or subject of bankruptcy or insolvency proceedings or fail to observe any covenant or duty contained in this Agreement, if such event or breach materially impairs your ability to pay amounts due; then the full amount of your account (including unpaid interest charges) shall, at our option become immediately due and payable, but, if the account is governed by the Iowa Consumer Credit Code, shall only become immediately due and payable if you do not cure the default within 20 calendar days after notice is mailed to your address, or given as otherwise provided by law. If governed by the Iowa Consumer Credit Code, we have this right, without notice and opportunity to cure, if the default is your third default within 12 months and you are notified of the prior two defaults and you cured those defaults. Unless otherwise prohibited by the Iowa Consumer Credit Code, you agree to pay all costs of collection before and after judgment, including reasonable attorney fees (including those incurred in successful defense or settlement of any counterclaim brought by you or incident to any action or proceeding involving you brought pursuant to the United States Bankruptcy Code).

**12. Foreign Transactions.** If you use your card or account for a transaction in a foreign currency, the transaction amount will be converted to U.S. currency. Visa will do the conversion. Visa uses a currency conversion rate it selects from the range of rates available in wholesale currency markets for the day prior to the

central processing date of the transaction or the government-mandated rate in effect for the day prior to the central processing date. The rate used to convert a particular transaction may differ from the rate Visa receives and may differ from the rate applicable on the date the transaction occurred or was posted to your account. You agree to pay charges and accept credits for the converted transaction in accordance with these terms and the then current applicable Visa rules.

**13. Disputes.** We are not responsible for refusal by any merchant, bank or automated equipment to honor or accept a card or cash advance draft. Except as provided in Iowa Consumer Credit Code, and the Federal Truth-in-Lending laws (as indicated in the Summary of Billing Rights below), we have no responsibility for merchandise or services obtained by you with a card and any dispute concerning merchandise or services will be settled between you and the merchant concerned.

**14. Change of Address.** We will send all account statements and any other notices or communications concerning this account to your address as shown on our records. If you change your address, you must notify us of your new address within 15 days.

**15. Credit Investigation Authorized.** You authorize us or any other owning an interest in your account to investigate your credit standing at any time and to disclose to others information relating to your credit standing.

**16. Emergency Card Replacement.** Your personal information may be released to Visa and its authorized agents as needed for purposes of providing emergency cash and emergency card replacement services. By using your card, you consent to release of this information.

**17. Termination.** You may terminate this Agreement by notifying us at Citizens State Bank, 114 W Main Street, Wyoming, Iowa, 52362 and surrendering the cards issued to you and any authorized users, or at your request, but this termination shall not relieve you of any obligations existing under this Agreement prior to or after its termination. Termination by any of you is binding on each person in whose name the card is issued. Unless sooner terminated or renewed, the privilege to use the cards shall expire on the date shown on the card. At any time, without affecting your liability for credit previously extended, your privilege to use the card or account may be revoked or limited to the extent not prohibited by law. The card at all times remains our property, and we may repossess them as allowed by law. No expired, revoked or canceled card shall be used to obtain or attempt to obtain credit.

**18. Amendments.** We may amend this Agreement, at any time and for any reason, and will mail to you at your last known address as shown on our records, written notice of any such change not less than 60 days prior to its effective date, if required by the Iowa Consumer Credit Code, or given as otherwise provided by applicable federal and Iowa state law for other changes. If we notify you of an increase in the APR applicable to your account or any fee that affects your existing balances, the increase will not apply to existing balances on your account, unless your minimum payment is not paid within 60 days after the payment due date shown on your statement.

You will have an opportunity to reject certain changes in terms that we wish to make to your account. If you reject the change in terms by following the procedures identified in the change in terms notice that we give you, we may terminate your privilege to obtain credit by using the card and your account will be closed for further transactions (you will have no further credit available). This will be described in the change in terms notice. If you reject the change in terms and we terminate your privilege to obtain credit by using the card, you may continue to make the minimum payments on any balances outstanding as of the date of termination until the account is paid in full, and this Agreement shall continue to apply to such existing balances on your account.

**19. Miscellaneous.** Invalidity of any provision of this Agreement shall not affect the validity of any other provision, unless otherwise provided by the Iowa Consumer Credit Code. Any notice given by us shall be deemed given when deposited in the United States Mail, postage prepaid, addressed to you at your

address shown on our records. All statutory references are to the statutes as they may be renumbered or amended from time to time. Our failure to exercise or delay in exercising, or partial exercise of, any right under this Agreement shall not constitute a waiver of such right nor preclude exercise of such right or any other at a later time. This Agreement shall be binding upon and inure to the benefit of you, your heirs, personal representatives, successors and assigns and shall be binding upon and inure to the benefit of us, and our successors and assigns. This Agreement is governed by applicable federal and Iowa state law.

**20. Liability.** We are not liable or responsible to you for the unavailability of the account or card from time to time resulting from circumstances beyond our control (such as system failures or other unpredictable events).

#### **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OBTAINING CREDIT**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who obtains credit.

What this means for you: When you obtain credit, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

#### **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:

Customer Service, PO Box 30495 Tampa, FL 33630

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 the error. We will also tell you if we have already corrected the error.
  2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.
- While we investigate whether or not there has been an error:**
- We cannot try to collect the amount in question, or report you as delinquent on that amount.

- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
  - While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
  - We can apply any unpaid amount against your credit limit.
- After we finish our investigation, one of two things will happen:**

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

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

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

##### **Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your 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:

Customer Service, PO Box 30495 Tampa, FL 33630

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.

10/2011