

# MilesAway<sup>®</sup>

## BUSINESS CARD

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### Cardholder Agreement

Revised March 2023

This Cardholder Agreement ("Agreement") and the application you signed or otherwise submitted (collectively, the "Cardholder Documents") govern the use of your MilesAway Visa credit card account ("Account") with us. The word "Card" means one or more cards or other access devices, such as account numbers, that we have issued to you to permit you to obtain credit under this Agreement. Your signature (including any electronic or digital signature) on your Card, on any application, on any accepted sales slip, or on any other document you sign in connection with the use of your Card or your Account is part of and incorporated into this Agreement. Please read and keep the Cardholder Documents for your records. In this Agreement and in your monthly Periodic Statement (as defined below), the words "you," "your" and "yours" mean all persons responsible for complying with this Agreement including but not limited to the person who applied for the Account and the person to whom we address the periodic Statements, as well as any person who you authorize to use the Account. The words "we," "us" and "our" refer to NCMIC Finance Corporation, an Iowa Corporation.

- 1. USE OF ACCOUNT.** YOU AGREE TO USE THE ACCOUNT AND CARD(S) ISSUED FOR THE ACCOUNT TO MAKE PURCHASES OR LEASE GOODS OR SERVICES FOR COMMERCIAL OR BUSINESS PURPOSES ONLY (AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD USE) from any person who accepts the Card(s) ("Purchases"). You may also use the Card(s) to obtain a loan from your Account, by presenting it to any institution that accepts the Card(s) for that purpose, or by making a withdrawal of cash at an automated teller machine ("Cash Advance") up to the applicable limits of your Account. We are not responsible if anyone refuses to honor the Card or for any failure of an automated teller machine to process a Cash Advance request. We will have no responsibility for merchandise or services purchased with any Card, unless such merchandise or services are purchased from us. A transaction fee may be assessed on any Cash Advance transaction. If you are assessed an access fee or surcharge at an automated teller machine (ATM) to perform a Cash Advance with your Card(s), the fee will be added to other outstanding amounts on your Account which are subject to a Finance Charge. At our discretion we may issue to you convenience checks that you may use to access your Account, subject to requirements established by us from time to time. Such convenience checks, if used by you, will be treated as Cash Advances for purposes of this Agreement and all fees and charges applicable to Cash Advances will apply.
- 2. PROMISE TO PAY.** You promise to pay us in U.S. dollars the total amount of all Purchases, Cash Advances, Finance Charges (as herein defined), and other fees or charges that may be due, that are incurred by you or anyone you authorize or permit to use your Account or Card(s), even if you do not notify us that others are using your Account or Card(s). If you make payment in other than U.S. dollars, we may refuse to accept the payment or charge your Account the costs to convert your payment to U.S. dollars. Payment by check must be drawn on funds on deposit in the United States. You agree not to send us payments marked "paid in full," "without recourse," or with other similar language. If you send such payments, we may accept them without losing any of our rights under this Agreement, and you agree to our reservation of rights under such circumstances. Payments received on a business day by 12:00 p.m. CT at the address shown on the periodic statement provided to you (the "Periodic Statement") will be credited to your Account on the date received. Payments received after 12:00 p.m. CT or on a non-business day (Saturday/Sunday/holiday) will be credited to your Account on the next business day. If payments are made to a location other than as stated on the Periodic Statement, we may take up to 5 business days to process your payment and credit your Account.
- 3. CREDIT LIMIT.** Your credit limit is stated on the written material that accompanies the Card(s), as well as on each Periodic Statement. It is the total maximum amount we will allow you to owe us at any time. You promise to make Purchases and Cash Advances only up to that limit. The total amount of all Cash Advances on your Account may be limited by a Cash Advance limit which may be smaller than the total credit limit on your Account, as described in paragraph 23(e) of this Agreement. We may increase or decrease your credit limit and/or cash advance limit at any time, and we will provide notice to you of any such change. If you exceed your Account's credit limit, you will still be responsible to pay us for all amounts charged to the Account without limiting any of our rights under this Agreement. If you owe more than your credit limit, you agree to pay the excess immediately upon our request, and we may, at our discretion, charge you an Over the Credit Limit Fee, as described in paragraph 18 of this Agreement, and/or suspend your Account privileges or close your Account as described in paragraph 14 of this Agreement.
- 4. WAIVER OF SECURITY INTEREST.** We do not have nor will we acquire a purchase money security interest in any merchandise purchased on your Account. We waive any and all such security interests that might arise in connection with this Agreement (including mechanics' liens, materialmen's liens and other similar liens that may arise by operation of the law). This waiver does not apply to a lien created by a court judgment.
- 5. STATEMENTS.** Each month that there is an outstanding balance, we will send you a billing statement as of the closing date of your billing cycle ("Periodic Statement"). Purchases, Cash Advances, payments, Finance Charges, other fees or charges, and any adjustments or credits posted to your Account since the closing date of your previous statement will appear on your Periodic Statement. You must pay at least the minimum payment due, as shown on the Periodic Statement (the "Minimum Payment Due"), by the payment due date which is 25 calendar days after the statement closing date that appears on the Periodic Statement ("Payment Due Date"). Payments and credits will be applied to your Account in the following order: (a) Billed Late Fees, Billed Over the Credit Limit Fees, Billed Merchandise Item Charges, Billed Cash Item Charges, Unpaid Promo Interest (Cash and Merchandise), Billed Misc Charges; (b) Unpaid Cash Interest, Unpaid Merchandise Interest, Annual Fee, Non-Interest Bearing Debits; (c) Promo 2 Cycle Old Promo Merchandise, Promo 1 Cycle Old Promo Merchandise, Promo Old Cash, Old Cash, 2 Cycle Merchandise, 1 Cycle Merchandise; (d) Promo CTD Cash, Promo CTD Merchandise, CTD Cash, CTD Merchandise, and (e) Dispute.
- 6. CREDIT INFORMATION.** You agree that we may investigate your credit record from time to time in connection with your application and any resulting Account; any update, renewal, or extension of such Account; and offering additional products and services to you. Upon your request, we will advise you if we obtained one or more credit reports on you, and we will give you the name and address of each credit bureau. You understand that a negative 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 under this Agreement. You agree that we may release information in our records regarding you and your Account in order to comply with any properly served subpoena or similar request issued by any state or federal agency or court; to share our credit experiences on your Account with credit reporting agencies and with other creditors that we reasonably believe are doing business with you; and to provide information on your Account to any third party that we reasonably believe is conducting an inquiry in accordance with the federal Fair Credit Reporting Act.
- 7. MINIMUM PAYMENT DUE.** Payments are considered made when credited to your Account as provided in paragraph 2 of this Agreement. You may pay all or any part of your

balance at any time, except that you must pay at least the Minimum Payment Due by the Payment Due Date reflected on each Periodic Statement, even if you paid more than the Minimum Payment Due in any previous month. In all cases, the Minimum Payment Due will be rounded to the next highest whole dollar amount and reflected as such on each Periodic Statement. The Minimum Payment Due is calculated pursuant to paragraph 23 of this Agreement.

- 8. FINANCE CHARGES.** Finance Charges will be assessed on your Account for each type of balance on your Account. The types of balances you may have include Balance Transfers, Purchases, and Cash Advances. We may, from time to time, offer special terms which may result in additional types of balances. Finance Charges for each type of balance will be calculated by multiplying the appropriate Periodic Rate for the type of balance by the appropriate average daily balance for the type of balance, and adding any appropriate Cash Advance Finance Charge fee or Balance Transfer Finance Charge fee.
- 9. PERIODIC RATE OF FINANCE CHARGE.** The Periodic Rate on portions of your Account will be determined in accordance with either a fixed rate plan or a variable rate plan, depending on the MilesAway Card type. Introductory Rates may be used from time to time. We reserve the right to change these rates from time to time upon prior written notice to you in accordance with this Agreement and applicable law.
- A. Applicable Rate Plans.** The rate plans that apply for each MilesAway Card type are as follows:
1. MilesAway Essential: Fixed rate plan
  2. MilesAway Classic: Variable rate plan
  3. MilesAway Preferred: Variable rate plan
- B. Introductory Rates:** If there is an introductory rate set forth in the credit terms, then for the number of billing cycles set forth in the credit terms from the date your Account is opened ("Introductory Period"), the Periodic Rate for Balance Transfers ("Balance Transfer Rate"), the Periodic Rate for Purchases ("Purchase Rate") and the Periodic Rate for Cash Advances ("Cash Advance Rate") will be a fixed ANNUAL PERCENTAGE RATE at the rate set forth in the credit terms ("Introductory Rate") through the expiration of the Introductory Period. Upon expiration of the Introductory Period or an event of default as defined in Paragraph 14 of this agreement, the Balance Transfer Rate, Purchase Rate, and Cash Advance Rate on your Account will increase to either a fixed rate or a variable rate as set forth in the credit terms described herein.
- C. Variable Rate Plan:** If your MilesAway Card type is subject to the variable rate plan, purchases on your Account are charged a variable ANNUAL PERCENTAGE RATE ("Variable APR"). The Variable APR is equal to the prime rate reported in the Money Rates section of the Midwest Edition of The Wall Street Journal on the first business day of each month, plus 9.99% per annum, except in states which require us to apply a lower rate under the state usury statutes for commercial loans. The Variable APR is subject to change monthly. Any interest rate change will take effect as of the start of the billing cycle during which the rate change occurred. Balance Transfers and Cash Advance transactions are charged a variable ANNUAL PERCENTAGE RATE. The Balance Transfer Rate and Cash Advance Rate are currently Prime + 9.99%. The "Periodic Rate" for any given billing cycle shall be calculated in accordance with the following formula:  $(\text{Annual Percentage Rate}/365) \times (\text{Number of days in billing cycle}) = \text{Periodic Rate}$ .
- D. Fixed Rate Plan:** If your MilesAway Card type is subject to the fixed rate plan, purchases on your Account are charged a fixed ANNUAL PERCENTAGE RATE ("Fixed APR"). The Fixed APR is 9.99% per annum, except in states which require us to apply a lower rate under the state usury statutes for commercial loans. Balance Transfers and Cash Advance transactions are charged the Fixed APR of 9.99%. The "Periodic Rate" for any given billing cycle shall be calculated in accordance with the following formula:  $(\text{Annual Percentage Rate}/365) \times (\text{Number of days in billing cycle}) = \text{Periodic Rate}$ .
- 10. CALCULATION OF FINANCE CHARGES ON PURCHASES.** A charge for the credit granted under this Agreement ("Finance Charge(s)") will be imposed on purchases, including current transactions, if you do not pay the previous balance as shown on your current Periodic Statement in full by the Payment Due Date. These Finance Charges are computed from the date of posting. We calculate the Finance Charges on the purchases on your Account by applying the Periodic Rate (as herein defined) to the "average daily balance" of purchases on your Account (including current transactions). To get the "average daily balance," we take the beginning purchases balance on your Account each day, add any new purchases made that day and any debit adjustments, then subtract any payments or credits and unpaid Finance Charges attributable to purchases. 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. This gives us the "average daily balance," including current transactions.
- 11. CALCULATION OF FINANCE CHARGES ON CASH ADVANCES AND BALANCE TRANSFERS.** Finance Charges are imposed on all Cash Advances and Balance Transfers, including current transactions, from the date of posting of each Cash Advance or Balance Transfer transaction. The Finance Charge is imposed as long as any Cash Advances or Balance Transfers remain unpaid. We calculate the Finance Charges on the Cash Advances or Balance Transfers on your Account by applying the Periodic Rate to the "average daily balance" of Cash Advances or Balance Transfers on your Account (including current transactions). To get the "average daily balance," we take the beginning Cash Advance or Balance Transfer balance of your Account each day, add any new Cash Advances or Balance Transfers posted to your Account that day and any debit adjustments, then subtract any payments or credits and unpaid Finance Charges attributable to Cash Advances and Balance Transfers. 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. This gives us the "average daily balance," including current transactions.
- 12. ANNUAL MEMBERSHIP FEE.** An annual membership fee (the "Annual Membership Fee") may be charged to your Account for the privilege of having a Card(s). The amount of the Annual Membership Fee, if imposed, is disclosed in paragraph 23 of this Agreement, and we may charge interest on the unpaid amount of the Annual Membership Fee. The Annual Membership Fee is payable whether or not you use the Card(s).
- 13. LOST OR STOLEN CARDS.** You may be liable for the unauthorized use of your Card(s) or Account. You will not be liable for unauthorized use that occurs after you notify us, orally or in writing, of the loss, theft, or possible unauthorized use of the Card(s) or Account. In any case, your liability for unauthorized use will not exceed \$50. You can notify us by telephoning 1-888-903-0141, or by writing P.O. Box 498181, Cincinnati, OH 45249-9860, to report the loss, theft, or possible unauthorized use of a Card. You may authorize others to use your Card(s) or Account. You promise to pay for all purchases and Cash Advances made or obtained by anyone you authorize to use your Account with or without a Card, whether or not you notify us that he or she will be using the Account and whether or not he or she exceeds any limits imposed by you on his or her use of the Account. If another person has use of your Account and you want to end that person's privilege, you must notify us in writing. In order to avoid unauthorized use, you should recover any Card(s) in that person's possession, cut them in half and return them to us. You hereby agree to assist us in determining the facts, circumstances and other pertinent information related to any possible unauthorized use of the Account or your Card(s), and to comply with such procedures as we may require in connection with our investigation.
- 14. DEFAULT.** Your Account will be in default if any one or more of the following events occurs: (A) you fail to make a required payment when due; (B) you exceed the credit limit which applies to your Account; (C) you make any material representation to induce us to extend credit which proves to be untrue; (D) you breach any of the terms of this Agreement; or (E) you or the person(s) applying for credit on your behalf dies, is adjudicated incompetent or becomes insolvent or the subject of any bankruptcy proceeding, attempts to defraud us or makes any misrepresentations to us. If we determine that an event of default has occurred, we shall have such rights and remedies as are available to a creditor under applicable law, including but not limited to the right to close your Account, revoke the privileges attached to any or all Cards, accelerate payment and demand the total outstanding balance on your Account to be paid. We do not have to notify you or demand payment to take these actions, unless applicable law requires that we give notice of a right to cure your default. If your Account is in default, you will be liable for our costs of collection and other expenses of enforcing our rights under this Agreement and, if we refer collection of the Account to a lawyer not under our employ or have to determine the non-dischargeability of the Account debt in a bankruptcy court, you will pay our reasonable attorneys' fees, plus court costs and all other fees as allowed by law.

- 15. AMENDMENTS AND CHANGE IN TERMS.** We have the right to change the terms of this Agreement from time to time, including, but not limited to, changing the Periodic Rate or method of determining the Finance Charge. We have the right to apply the new terms to the outstanding balance of your Account as of the effective date of the change. If the change will increase interest charges or other fees, or impose new fees or rates not set forth or described in this Agreement, we will provide you with a written notice describing the change at least 15 calendar days before the change is to take effect. The change will be made, unless you send written notice that you do not accept the change to the address specified by us within 60 calendar days of the date we sent our notice. Such change may become effective as to your Account on the first day of the billing cycle during which the effective date stated in our notice occurs. In any event, use of your Card(s) on or after the effective date of the change signifies acceptance of the change, even if you sent us written notice of non-acceptance. As a condition to accepting your notice of non-acceptance, we may require that you return all Card(s) to us. If you do not accept the change, you will be permitted to repay the outstanding balance.
- 16. SERVICE FEES.** We may charge you a reasonable charge for photocopies and reprints of account and transaction documents which you may request and for other special services. We may assess a charge not to exceed \$20 per hour, or for any portion thereof, for research performed on your Account per your request, whether performed by us or our service provider. Any such charge will be subject to a Finance Charge in the same manner as Purchases.
- 17. CONVERSION RATE.** If you effect a transaction with your MilesAway Visa card in a currency other than U.S. dollars, Visa will convert the charge into U.S. dollars. The Visa currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by Visa. The exchange rate Visa uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account. If you later receive a refund for a transaction, the amount of the refund will be converted at the exchange rate in effect when the refund is processed, which may be different from the exchange rate for the original transaction.
- 18. OVER THE CREDIT LIMIT, RETURNED CHECK, LATE PAYMENT, AND OTHER FEES; MINIMUM FINANCE CHARGE.** The following fees may be assessed as specified below. If any such fee is imposed, the unpaid amount may be subject to a Finance Charge.
- A. Over the Credit Limit.** For any billing cycle in which your Account balance exceeds the credit limit on your Account, you may be charged, and you agree to pay us, an "Over the Credit Limit Fee" as specified in paragraph 23 of this Agreement. You owe this fee even if we authorize the transaction which causes your Account to exceed its credit limit. Any Over the Credit Limit Fee, and the amount exceeding your credit limit, will be added to your Account balance, and the amount exceeding your credit limit may be added to the Minimum Payment Due for the current billing cycle.
  - B. Return-Payment Fee:** If (a) your payment check or similar instrument is not honored, (b) an automatic debit or other electronic payment is returned unpaid, or (c) we must return a payment because it is not signed or cannot be processed, we may charge a return-payment fee. We may also refer to this fee as the Non-Sufficient Funds Return Payment Fee.
  - C. Late Payment.** For any minimum monthly payment which is not paid by the Payment Due Date shown on your Periodic Statement, you may be charged, and you agree to pay us, a "Late Payment Fee" as specified in paragraph 23 of this Agreement, which will be added to your Account balance.
  - D. Other Fees.** We may assess a Transaction Fee with respect to Cash Advances as specified in paragraph 23 of this Agreement. We may also assess a fee if you request a replacement Card as specified in paragraph 23 of this Agreement.
  - E. Minimum Finance Charge.** In addition there will be a minimum Finance Charge of \$0.50 in any billing cycle in which a Finance Charge based on application of a Periodic Rate is charged.
- 19. MISCELLANEOUS.**
- A. If any provision of this Agreement is determined to be unlawful or unenforceable for any reason, the remainder of this Agreement will remain enforceable and be unaffected by any such determination;
  - B. We can choose not to exercise or to delay enforcement of our rights without losing any of them;
  - C. We may send Account materials (Cards, Periodic Statements and notices) to any person listed on your Account, and that person will be responsible for delivering those materials to the other persons authorized to use your Account. Notice to any one of you will be considered notice to all of you;
  - D. Cards are issued with an expiration date. We have the right not to renew your Account. Without limiting our rights provided in the paragraph of this Agreement entitled "Default," we have the right to revoke the privileges attached to any Card(s), cancel any Card and terminate this Agreement as to future Purchases or Cash Advances at any time for any reason, at our sole discretion. Each Card is our property. You agree to immediately surrender any and all Card(s) to us or our designee upon demand;
  - E. At any time, we may sell, assign or transfer your Account and/or our rights to payment for all or any portion of the balances in the Account or any interest therein, without notice to you. You may not sell, assign or transfer your Account or any of your rights thereunder without first obtaining our prior written consent. Notwithstanding any such assignment or transfer by us or any subsequent assignment or transfer thereof, the Account and/or our rights to payment for all or any portion of the balances in the Account or any interest therein shall be and remain subject to this Agreement, and each and every immediate and successive assignee or transferee of this Account and/or our rights to payment for all or any portion of the balances in the Account or any interest therein shall to the extent of the interest of such assignee or transferee therein, be entitled to the benefits of this Agreement to the same extent as if such assignee or transferee were us;
  - F. If there is a credit balance on your Account or you make an overpayment which creates a credit balance, we will apply it to future amounts owed. If you ask, we will refund any credit balance greater than \$1.00, and in any event we will refund any credit balance greater than \$1.00 no later than 180 calendar days from the date the credit balance was created; and
  - G. If you move, you agree to notify us of your new address in advance in writing. Otherwise, we may send Periodic Statements and other notices to you at the address shown for you in our files.
- 20. CARDHOLDER LIABILITY.** All persons who use any Card issued for the Account are individually and jointly responsible for any outstanding balance. If two or more persons are responsible to pay for any outstanding balance, we may refuse to release any of them from liability until any unexpired Card(s) outstanding under the Account have been returned to us and any outstanding balance has been paid indefeasibly in full. Even though a Card and/or your Account are revoked or terminated, you agree that your obligations and our rights under this Agreement will remain in effect until all balances on your Account incurred before or after revocation or termination are paid indefeasibly in full. You may cancel your Account by notifying us in writing and returning every Card to us, cut in half (if this is a joint Account, either of you may request that the Account be closed and we will honor that request without us having any liability to either of you). You will still be responsible to pay any amount you owe us according to the terms of this Agreement.

**21. GOVERNING LAW.** THE TERMS AND ENFORCEMENT OF THIS AGREEMENT, YOUR ACCOUNT, AND OUR RELATIONSHIP SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT STATE LAW APPLIES, THE LAW OF IOWA, WITHOUT REGARD TO CONFLICT-OF-LAW PRINCIPLES. THE LAW OF IOWA, WHERE WE AND YOUR ACCOUNT ARE LOCATED, WILL APPLY NO MATTER WHERE YOU LIVE OR USE THE ACCOUNT. VENUE OF ANY LITIGATION INVOLVING THIS AGREEMENT SHALL BE MAINTAINED IN AN APPROPRIATE STATE OR FEDERAL COURT LOCATED IN POLK COUNTY, IOWA, TO THE EXCLUSION OF ALL OTHER VENUES. YOU EXPRESSLY WAIVE ANY RIGHTS TO TRIAL BY JURY.

**22. BILLING ERRORS.** You agree to accept Periodic Statements that we send you as being correct unless you notify us in writing of alleged errors within the time prescribed by law. Your rights to dispute billing errors are set forth following this Agreement. If you have notified us that an amount is in dispute in accordance with the procedures that follow this Agreement, you need not pay that amount until the dispute is resolved. However, you must pay at least the required Minimum Payment Due unless the entire balance is in dispute.

### **23. DISCLOSURE OF CHARGES**

**A. Grace Period for Repayment of Cash Advances and Balance Transfers:** None.

**B. Grace Period for Repayment of Purchases:** 25 calendar days.

**C. Annual Membership Fee:** The annual membership fees that apply for each MilesAway Card type are as follows:

1. MilesAway Essential: No annual fee
2. MilesAway Classic: No annual fee
3. MilesAway Preferred: \$75 annual fee; however, the annual fee will be waived if you have at least \$3,000 in Purchases during a year (a year is calculated as the 12 month period that begins on the anniversary date of opening your account).

**D. Minimum Finance Charge:** \$0.50.

**E. Cash Advance Fee:** A transaction fee of 3% of the transaction amount (minimum \$10). Cash Advances are allowed up to 50% of the available credit limit with a \$1,000 per day maximum.

**F. Over the Credit Limit Fee:** A \$25 fee will be assessed when an account exceeds the credit limit by 10% or more for five consecutive days.

**G. Non-Sufficient Funds Return Payment Fee:** A \$25 fee will be assessed on any returned payment.

**H. Late Payment Fee:** A \$25 fee will be assessed if the Minimum Payment Due is not received by the payment due date.

**I. Replacement Card Fee:** None.

**J. Minimum Payment Due:** \$10.00 (or the entire new balance if less than this amount); or 3% of your new monthly balance, whichever amount is greater. Any past due amount and/or any portion of your Account balance exceeding your credit limit may be included in the Minimum Payment Due.

**K. Alternative Payment Method:** A \$10 fee will be assessed for any payment you make via the Automated Response Unit. A \$15 fee will be assessed for any check by phone payment you make with a customer service representative.

**L. Balance Transfer Fee:** A transaction fee of 3% of the amount of the Balance Transfer (minimum \$10, maximum \$75).

**M. Foreign Currency Conversion and Cross-Border Transaction Fee:** Visa charges us a Currency Conversion and Issuer Cross-Border Assessment Fee of 1% on all cross-border transactions regardless of whether there is a currency conversion. As a result, we charge you the Currency Conversion fee and Cross Border transaction fee of 1% if they are charged to us by Visa. A cross-border transaction is a transaction in which the country of the merchant is different than the country of the cardholder.

Special Note Regarding the Variable Rate Plan: If the prime rate increases, the variable Annual Percentage Rate (and corresponding Periodic Rate) will increase accordingly, or, if the prime rate decreases, the variable Annual Percentage Rate (and corresponding Periodic Rate) will decrease accordingly. Any such increase or decrease will take effect during the billing cycle in which the rate change occurred, set forth in paragraph 9. An increase in the Annual Percentage Rate (and corresponding Periodic Rate) may result in increased Finance Charges against any balance outstanding prior to the cycle in which the rate change occurs being subject to the increase, and an increase to your Minimum Payment Due if there was a balance outstanding prior to the rate change.

**24. PREAUTHORIZED PAYMENTS ON ACCOUNT.** You may authorize us to perform preauthorized transfers from a checking or savings account maintained by you to make periodic payments to your Account. Your written authorization should indicate whether a checking account or savings account should be used for making such automatic payments. In accordance with your authorization, we will generate an automatic payment on the Payment Due Date from the specified account for (1) the amount of the unpaid billed Minimum Payment Due when your Account cycles; (2) the amount required to pay off your last statement balance, minus any cycle-to-date payments, credits, or disputes (however, if the last statement balance minus such payments, credits, or disputes results in a balance less than the unpaid billed Minimum Payment Due, the payment will be the unpaid billed Minimum Payment Due when the account cycles); or (3) the set amount you designate to be paid as an automatic payment. Under Option 3, you understand that if the Minimum Payment Due for any billing cycle is greater than the fixed amount you designated, the automatic payment amount will be the Minimum Payment Due. You authorize us to debit the designated checking or savings account for the Minimum Payment Due amount rather than the fixed amount under these circumstances. Under Option 3, you also agree that if the designated fixed payment amount is greater than the last unpaid statement balance, the automatic payment amount will be the last statement balance amount rather than the designated fixed amount. Under all three options, you have a right to stop payment of any preauthorized transfer of funds to pay on your Account by notifying us orally or in writing at least three business days before the scheduled date of the transfer. We may require you to provide written confirmation of a stop-payment order within 14 calendar days of your oral notification. If so, we will inform you of this requirement and the address where confirmation must be sent when you provide us with oral notification of a stop payment. Any oral stop payment you provide us ceases to be binding after 14 calendar 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.

**25. ENTIRE AGREEMENT.** This Agreement embodies the entire agreement and understanding between you and us and supersedes all prior or contemporaneous agreements, statements and understandings relating to the Account and the terms of its use, whether written or oral, unless otherwise expressly stated herein.

**26. HEADINGS.** The headings used in this Agreement are for the convenience of reference only and are not intended in any way to define or describe the scope or intent of any provision of this Agreement.

**27. ELECTRONIC CHECK PRESENTMENT.** When you send us a check or other payment instrument, you authorize us to either use information from the paper instrument to make

a one-time electronic transfer from your account, or to process the payment as a paper transaction. If your payment is processed electronically, your canceled check will not be returned to you by your financial institution. We will retain an image of your electronically processed check(s) as required by law. If requested prior to the time we are allowed by law to destroy electronically processed checks, we will provide you with a copy of your electronically processed check(s) upon your request. Funds may be withdrawn from your bank account as soon as the day your payment is received. We agree to accept your checking account statement as proof of payment. Please contact us if you choose to opt out of electronic check presentment.

**28. TELEPHONE MONITORING AND RECORDING.** You acknowledge that we may monitor and record telephone conversations between you and our representatives.

**29. CALLS AND TEXT MESSAGES TO YOUR CELLULAR PHONE.** If we collect your cellular phone number from you, from another source, or as a result of receiving a cellular phone call from you, you expressly consent to accept calls and text messages for collection and other account-related purposes. You agree that calls or text messages that we initiate to your cellular phone number may be made or transmitted using an automatic telephone dialing system and may contain prerecorded messages. You agree you will be responsible for any fees or charges you incur as a result of incoming calls or text messages.

**30. ELECTRONIC COMMUNICATIONS.** You consent to receive all written notices, disclosures, and other documents which are to be provided by us to you under this Agreement electronically rather than in paper form. We may send these electronic notices to you at the last known email address that you provide, or we may notify you that an electronic notice is available online at a website designated by us and provide you with access instructions. You agree to maintain a valid email address and keep your email address current with us at all times. You agree to regularly check your email address for such notices and that you are responsible for any email filtering software used by you, your internet service provider, or your email provider. You agree to add our domain names to accepted email lists in your email software to ensure you receive such notices. You acknowledge that internet access is required for you to access such electronic notices and agree that you are responsible for internet access costs. You acknowledge that delivery of such electronic notice shall fully satisfy our notice requirement pursuant to this Agreement and any applicable law. Any failure by you to open, access, read, or review such notice shall not affect the validity of such notice. At our discretion, we may choose to discontinue or resume sending electronic notices, disclosures, and documents at any time and without advance notice to you. However, if we do not utilize the electronic delivery methods mentioned above, we will provide paper notices, disclosures, and documents to you at the address shown for you in our files. You acknowledge that if you are unable to open and/or view an electronic document we send to you, it is your responsibility to contact us and request a paper copy.

Information contained in this Agreement, including the Annual Percentage Rate and Periodic Rate information in paragraph 9 is current as of the date shown, and is subject to change. You may write to us at MilesAway, P.O. Box 9118, Des Moines, IA 50306, to request a paper copy of this Agreement containing the changes since this document was last printed or delivered.

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

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act. NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL. If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet of paper at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 calendar days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error.

If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

#### **YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE**

We must acknowledge your letter within 30 calendar days after we receive it, unless we have corrected the error by then. Within 90 calendar days, we must either correct the error or explain why we believe the bill is correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a periodic statement of the amount you owe and the date it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 calendar days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about our bill. We must also tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is settled.

If we don't follow these rules, we can't collect the first \$50.00 of the questioned amount even if your bill was correct.

If you have a problem with the quality of property or services that you purchased with your Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and,
- The purchase price must have been more than \$50.00. These limitations do not apply (a) if we own or operate the merchant, or (b) if we mailed you the advertisement for the property or services.