



Business Credit Card Agreement and Disclosure

- 1. DEFINITIONS USED TO UNDERSTAND YOUR AGREEMENT WITH US:** This Agreement covers your Visa® Business Credit Card Account (your "Account") with us. Please read it carefully and keep it for your records. In this Agreement the words "you", "your", "yours", "applicant", and "Borrowers" mean any person who signs the application for this Account, any joint obligor, guarantor, authorized user, or the person whose name is embossed on the Card. The words "we", "us", "our" and "Bank" refer to Jonah Bank of Wyoming. The word "Card" means any one or more credit cards issued under the Bank's Business VISA® Platinum or Business VISA® Platinum Rewards Card program. You must sign the Card to use it.

Consent to Agreement: If you sign an application for this Account or sign or use any Card or use a Personal Identification Number (your "PIN"), or allow others to use the Card or your PIN, you and they will have accepted this Agreement just as if you and they signed it, and you and they, jointly and severally, will be bound by the following terms and conditions which will govern this Account.

- 2. YOUR PROMISE TO PAY:** You promise to pay us for all purchases, cash advances and balance transfers, plus any FINANCE CHARGE, fees and other charges which arise from use of the Card or Account by you or any other person, and to be jointly and severally liable with such a person, unless such other person does not have actual, implied, or apparent authority for such use, and you receive no benefit from the use. The total outstanding balance of your Account on the closing date of a billing cycle, including any FINANCE CHARGE will be shown on your monthly statement for that billing cycle as the "New Balance." You promise to pay us either by direct payment or by automatic transfers from your bank deposit account.
- 3. JOINT ACCOUNTS:** Each borrower will be responsible, jointly and severally, for the repayment of any amounts owed. Each borrower may give us notices required or make requests permitted under this Agreement. If each borrower gives us notices or makes requests, and those notices or requests are conflicting, we may honor or refuse to honor either request at our option. We can do so without notice to any person(s). We will not be liable for honoring or refusing to honor any conflicting request. We may require that you pay the full amount owed without our first asking the other person(s) to pay.
- 4. LINE OF CREDIT LIMITS:** You will be notified of each specific Credit Limit for which You are approved. Unless You are in default, any Credit Limits established for You will generally be self-replenishing as You make payments. Your credit limit will be the maximum amount you may have outstanding at any one time under your credit line. You agree not to attempt to obtain more credit than the amount of your credit limit, and You will pay any amount over Your Credit Limit on Our demand whether or not We authorize the advances which caused You to exceed Your Credit Limit. Your eligibility for this credit line is determined by our loan policy and may be terminated at our sole discretion, without demand or notice. If you terminate this Agreement or if we terminate or suspend your credit privileges, the provisions of the Agreement and your liability hereunder shall otherwise remain in full force and effect until you have paid us all sums due under this Agreement and returned all Cards.
- 5. ISSUANCE OF A PERSONAL IDENTIFICATION NUMBER:** We will issue, upon Your request, a Personal Identification Number (PIN) for use at participating Automated Teller Machines (ATMs). This PIN is confidential and should not be disclosed to anyone. You may use Your PIN to access Your Account and all sums advanced will be added to Your Account balance. In the event a use of Your PIN constitutes an Electronic Fund Transfer, the terms and conditions of Your Electronic Fund Transfer Agreement may also affect Your rights.
- 6. FOREIGN TRANSACTIONS:** Transactions initiated in foreign countries and foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency (US Dollars) will be a rate selected by Visa® from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa® itself receives or the government-mandated rate in effect to the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

7. **USING THE ACCOUNT AND CARD(S):** The account and each Cardholder Account are to be used solely for business purposes (and not for any personal, family or household purpose) and you agree to advise each Authorized Cardholder of such. Your obligations under this Agreement, however, shall not be affected or limited if any balances are incurred for non-business purposes. We may not honor your request for a transaction if: the request would exceed your credit limit; you are in default under this Agreement; your Account has been terminated or suspended; or your Account has not been activated. You may not use your Card to initiate and we may decline to authorize any type of transaction we believe poses an undue risk of illegality or unlawfulness including but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable state and/or federal law.

- **Purchases:** You may use your Account to purchase goods or services wherever the Card is honored, up to the full amount of your credit limit.
- **Balance Transfers:** You may use your Account to obtain balance transfers from us, up to the full amount of your credit limit. Balance transfers can be used to pay off your obligations with other creditors. Balance transfers may not be used to payoff any Jonah Bank of Wyoming account.
- **ATM or Cash Advances.** You may use your Account to obtain cash advances from us, from participating financial institutions and from automated teller machines ("ATM"). These cash advances are subject to a cash advance credit limit, which is 50.00% of your credit line. The maximum cash advance you may obtain at any ATM is \$1010.00 per day.

8. **FINANCE CHARGE:**

(a) **Method Used to Determine the Balance on Which the Finance Charge may be Computed and the amount of Finance Charge:**

We use a method called "daily balance (including new transactions)" to calculate your balance. We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account. To get the "daily balance", we take the beginning balance of your account each day, add any new purchases and advances, and subtract any payments or credit and any unpaid interest or other finance charges. This gives us the 'daily balance.' The finance charge on your account is determined by applying the applicable daily "Periodic Rate" to the daily balance as described above. We add the periodic interest charges for each day in the statement cycle to calculate your total finance charge.

(b) **When a FINANCE CHARGE will accrue:**

Purchases: A FINANCE CHARGE will be imposed on purchases from the date each purchase is posted to your Account to the date paid. If, however, the outstanding balance on your prior monthly statement was paid in full prior to the statement due date or was zero and you pay your entire New Balance in full within 25 days after the closing date, no FINANCE CHARGE will be imposed on your purchases. This "grace period for purchases" allows you to avoid a FINANCE CHARGE on purchases for a statement cycle.

Balance Transfers and Cash Advances: A FINANCE CHARGE will be imposed on balance transfers and cash advances from the date each cash advance or balance transfer is posted to your Account to the date paid. There is no time period within which to pay to avoid a periodic FINANCE CHARGE on cash advances or balance transfers.

(c) **PERIODIC RATES:** We will use one or more daily periodic rates to calculate how much interest you owe. Your periodic rates and corresponding APRs will vary. The daily periodic rate is a rate equal to the APR divided by the number of days in that year. Except as provided in the introductory offer, the rate for Purchases, Cash Advances, and Balance Transfers will be the rate shown on the Summary of Terms accompanying this Agreement. Please reference the Summary of Terms for details, including the current periodic rates and corresponding APRs.

(d) **Variable Rate Information:** After the introductory offer, all balances are subject to a Variable Rate which is based on the highest Prime Rate as published in the "Money Rates" section of the *Wall Street Journal* in effect on the 1st day of each month ("Index") plus Our Margin. The Index plus the Margin equals the interest rate. Changes in the Index will take effect beginning with the first billing cycle in the month the change in the Index occurred. 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. Your Interest Rate will never be greater than 21.00%.

(e) **Penalty Rate:** The penalty periodic rate and corresponding APR on all balances will increase to the "Penalty Rate" (as described in your Summary of Terms) if a required payment is one time delinquent over sixty (60) days. If the penalty rate is applied, it will apply to your Account until you have made the Minimum Payment Due by the Payment Due Date for three (3) consecutive months.

9. **MINIMUM MONTHLY PAYMENTS:** You will receive a statement for each monthly billing period in which your account has an outstanding balance, itemizing the transactions on your account. You must make payments at least monthly in an amount at least equal to the minimum payment amount. The minimum payment amount will be based on the new balance shown on your statement. Your periodic payment is applied in the following order: (a) to late charges and fees, if any; (b) the Finance Charges due; (c) the outstanding principal balance. Any partial payment or prepayment will not delay Your next scheduled payment. All payments to Us must be in lawful money of the United States.

Monthly Payment: If your balance is less than \$50, the Monthly Payment is the balance. If your balance is greater than \$50, your Monthly Payment will be the greater of \$50 or 3% of the balance.

Minimum Payment: The Minimum Payment is the sum of any past due Monthly Payments plus the current Monthly Payment plus any amount over your credit limit.

Though You need only pay the Minimum Monthly Payments, You understand that You have the right to repay or make larger payments at any time without penalty. Payments in excess of your Minimum Payment will not relieve you of your obligation to continue to make your Minimum Payment on the entire balance. You also understand that You will only be charged periodic Finance Charges to the date You repay Your entire balance. You may make larger payments without penalty.

10. **LATE CHARGE:** If the minimum required payment is more than ten (10) days late, You will be charged the lesser of (a) the amount of the minimum payment due; or (b) \$10.00.
11. **OTHER FEES AND CHARGES:** In addition to the periodic rate, the following additional fees may be imposed on your account. If applicable to your account, the fee amounts, and explanations are disclosed on the Summary of Terms accompanying this Agreement. Your account may also be subject to additional fees as set forth on the Summary of Terms accompanying this Agreement.
- (a.) **Annual Fee:** If your account is subject to an Annual Fee, the fee will be charged to your account upon the issuance of your card. Each year following, the annual fee will be charged to your account during the same month that you were first charged the fee. The fee will be charged each year until your account is closed and paid in full.
 - (b.) **Balance Transfer Fee (Finance Charge):** If your account is subject to a Balance Transfer Fee (finance charge), the fee as, disclosed on the Summary of Terms accompanying this Agreement, will be charged to your account when you transfer a balance from an account of another creditor to the account subject to this Agreement.
 - (c.) **Cash Advance Fee (Finance Charge):** If your account is subject to a Cash Advance Fee (finance charge), the fee will be charged to your account when you obtain a cash advance from an ATM, the Bank or other financial institution.
 - (d.) **Foreign Transaction Fee (Finance Charge):** If your account is subject to a Foreign Transaction Fee (finance charge), the fee will be charged to your account for transactions made outside of the United States or in a foreign currency as disclosed on the Summary of Terms accompanying this Agreement.
 - (e.) **Transaction Fee for Purchases (Finance Charge):** If your account is subject to a Transaction Fee for Purchases (finance charge), a fee will be charged to your account for purchases as disclosed on the Summary of Terms accompanying this Agreement.
 - (f.) **Returned Payment Fee:** If your account is subject to a Return Payment Fee, the fee will be charged to your account when a payment is returned for any reason as disclosed on the Summary of Terms accompanying the Agreement.
 - (g.) **Document Copy Fee:** If your account is subject to a Document Copy Fee, except as limited by applicable law, a fee may be charged to your account for each copy of a sales draft or statement that you request (except when the request is made in connection with a billing error made by the Bank) as disclosed on the Summary of Terms accompanying this Agreement.
 - (h.) **Card Replacement Fee:** If your account is subject to a Card Replacement Fee, a fee will be charged for each replacement card that is issued to you for any reason as disclosed on the Summary of Terms accompanying this Agreement.
 - (i.) **Expedited Card Fee:** We may charge a fee if you request "expedited delivery" of a Card that requires an outside delivery service provider. Refer to the Summary of Terms accompanying this Agreement for the current fee. The fee will be charged to your Account as a purchase.
 - (j.) **Stop Payment Fee:** We may charge a fee if you request a stop payment or revoke a preauthorized payment. Refer to the Summary of Terms accompanying this Agreement for the current fee. The fee will be charged to your Account as a purchase.
12. **PERIODIC STATEMENTS:** On a regular basis, You will receive a statement showing all transactions on Your Account including amounts paid and borrowed since Your last statement. We will mail You a statement each month in which there is an amount owed or credit balance of more than \$1.00 or if interest has been imposed, or as required by applicable law. EACH STATEMENT IS DEEMED TO BE A CORRECT STATEMENT OF ACCOUNT UNLESS YOU ESTABLISH A BILLING ERROR CLAIM PURSUANT TO THE FEDERAL TRUTH-IN-LENDING ACT.

- 13. RIGHT OF SETOFF:** To the extent permitted by applicable law, the Bank reserves a right of setoff in all Borrower's accounts with the Bank (whether checking, savings, or some other account), including without limitation all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA, Keogh, or any trust account for which setoff would be prohibited by law. Borrower authorizes the Bank to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and at the Bank's option, to administratively freeze all such accounts to allow the Bank to protect its charge and setoff rights provided in this paragraph.
- 14. CROSS-COLLATERAL AS SECURITY:** Collateral (other than any dwelling) given as security under this Agreement or for any other loan You may have with Us will secure all amounts You owe Us now and in the future if that status is reflected in any particular agreement evidencing such debt.
- 15. DEFAULT:** We may declare you to be in default if any one or more of the following events occur: (a) you fail to pay a Minimum Payment when due; (b) you die; (c) you have made any false or misleading statements on the application for your account; (d) you violate any provision of this Agreement or any other agreement with us; (e) any garnishment, attachment, or execution is issued against any material asset owned by you; (f) you file for bankruptcy or become insolvent, that is, unable to pay your obligations when they become due; and/or (g) the Bank, in good faith, believes a material adverse change in your financial standing has substantially reduced your ability to repay what you owe.

Upon any occurrence of default, and to the extent permitted by law, We may without notifying you, temporarily suspend your credit, close your account, cancel all Credit Cards issued and require immediate payment of your entire balance.

- 16. COLLECTION COSTS:** If we hire an attorney to enforce this Agreement, you agree to pay the costs of enforcement and collection. This includes, subject to any limits under applicable Wyoming law, our reasonable attorneys' fees and legal expenses, whether or not there is a lawsuit, including without limitations all reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, you also will pay any court costs, in addition to all other sums provided by law.
- 17. ENFORCEMENT:** We do not lose Our rights under this or any related agreement if We delay enforcing them. We can accept late payments, partial payments or any other payments, even if they are marked "paid in full" without losing any of Our rights under this Agreement. If any provision of this or any related agreement is determined to be unenforceable or invalid, all other provisions remain in full force and effect.
- 18. NOTIFICATION OF CHANGES:** You agree to notify Us promptly of any change in name, mailing address, telephone number or place of employment.
- 19. CHANGING OR TERMINATING YOUR ACCOUNT:** As permitted by law, the Bank may change the terms of this Agreement and any attached addendum from time to time. Notice of any change will be mailed or delivered to you in accordance with applicable law. If permitted by law and specified in the notice to you, the change will apply to your existing account balance as well as future transactions. To the extent permitted by law, the right to change the terms of this Agreement includes, but is not limited to, the right to change the periodic rate applicable to Your unpaid balance and/or future advances.

Either you or the Bank may terminate this Agreement at any time, but termination by you or the Bank will not affect your obligation to pay the account balance plus any finance and other charges you owe under this Agreement, subject to all applicable laws and regulations regarding repayment requirements. You are also responsible for all transactions made to your account after termination, unless the transactions were unauthorized.

The card or cards you receive remain the property of the Bank and you must recover and surrender to the Bank all cards upon request or termination of this Agreement, whether by you or the Bank. If this is a joint account, the paragraph on JOINT ACCOUNTS of this Agreement also applies to termination of the account.

- 20. CHANGING OR TERMINATING AUTHORIZED USERS:** Upon your request, we may issue additional cards for authorized users that you designate. You understand that any such Account access device(s) will be mailed only to the primary Borrower at the address that We have on file for You. You agree that you will be fully liable for all transactions made by any authorized user to the same extent as if you had made such transactions yourself. You must notify us in writing of any termination of an authorized user's right to access your account. Your letter must include the name of the authorized user and your account number and/or any subaccount number issued to the authorized user along with the authorized user's card. If you cannot return the authorized user's card and you request your account to be closed, we will close your account and you may apply for a new account.

- 21. REEVALUATION OF CREDIT:** You authorize the Bank to investigate and evaluate your Business and Personal credit standing when opening or reviewing your Account and agree to immediately notify us should there be any adverse change in your credit or financial condition. You further agree that the information you provided to us on your application may be re-investigated or reevaluated at any time. We may request updated credit bureau reports and may ask you to provide annual financial statements, tax returns or other credit-related information. The results of these investigations and evaluations could lead to a reduction or termination of your credit limit, or changes in other terms of your account. As required by law, you will be notified of these changes.
- 22. LIABILITY FOR UNAUTHORIZED CREDIT CARD USE:** If We have issued You less than 10 Cards for the use of Your employees, You may be liable for the unauthorized use of those Cards. You will not be liable for the unauthorized use that occurs after You notify Us of the loss, theft, or possible unauthorized use of Your Cards. Notify Us immediately at 1-866-504-5111, 1-307-237-4555 or by calling our Card Service Center at 1-844-546-8220 or 1-571-526-3641. In any case, Your liability will not exceed \$50. Do not use your account after you report a lost or stolen card.
- If We have issued 10 or more Cards for the use of Your employees, You may be liable for the entire amount of unauthorized use.
- 23. REFUSAL TO HONOR CARDS:** We are not liable for the refusal or inability of merchants, financial institutions and others to accept the Card(s), or electronic terminals to honor the Card(s) or complete a Card withdrawal, or for their retention of the Card(s)
- 24. RETURNS AND ADJUSTMENTS:** Merchants and others who honor Your card may give credit for returns or adjustments. If Your credits and payments exceed what You owe the Bank, the amount will be applied against future purchases and cash advances. If the credit balance amount is \$1.00 or more, it will be refunded upon your written request or automatically after six (6) months.
- 25. NO WAIVER:** Our failure to exercise any of our rights under this Agreement, or delay in enforcing any of our rights, or our waiver of our rights on any occasion shall not constitute a waiver of such rights on any other occasion. This Agreement, together with all documents incorporated herein, is the entire agreement between you and us relating to your Account.
- 26. RELEASE OF INFORMATION:** You authorize us to disclose information regarding the Account to credit reporting agencies and other creditors who inquire of us about your credit standing to the extent authorized by law.
- 27. INTEGRATED DOCUMENTS:** Any separate sheet of paper which is delivered together with this Agreement or at a later date becomes an integrated part of this Agreement and Disclosure
- 28. EFFECT OF AGREEMENT:** This Agreement is the contract that applies to all transactions on your Account even though the sales, cash advance, credit or other receipt you sign or receive may contain different terms. You agree to all the terms and charges contained in this Agreements.
- 29. USING YOUR VISA® PLATINUM REWARDS CREDIT CARD TO EARN AND REDEEM POINTS:** If Your account is eligible to earn rewards points, please refer to the U Choose Rewards program brochure or disclosure for additional information.
- 30. GOVERNING LAW:** Except to the extent that Federal law is applicable, the validity, construction and enforcement of this Agreement and all matters arising out of the issuance and use of the Credit Card and your account shall be governed by and interpreted in accordance with the laws of the State of Wyoming regardless of where you may reside or use your account.

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:

Jonah Bank of Wyoming
777 West First Street
Casper, WY. 82601

You may also contact us by email at creditcards@jonahbank.com

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 statement, 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 prevent payment on the amount you believe is wrong.

You must notify us of any potential errors in writing or electronically. You may call us; we are not required to investigate any potential errors and you may be required 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 the reported 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 are not required 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 be required 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 be required 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 the rules above, you are not required 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 exercise this right, all 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 is 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 the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Jonah Bank of Wyoming
777 West First Street
Casper, WY. 82601

You may also contact us by email at creditcards@jonahbank.com

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.

Important Notice- Please Read Carefully

**We may report information about your account to credit bureaus.
Late payments, missed payments, or other defaults on your
account may be reflected in your credit report.**

**Please contact Jonah Bank of Wyoming with any questions
about this notice at 1-307-237-4555.**

