

STATE FARM BANK BUSINESS CARD AGREEMENT AND DISCLOSURE STATEMENT

The Parties to this Agreement

In this Business Credit Card Agreement and Disclosure Statement (this "Agreement"), the words "you" and "your" refer to the Business entity applicant ("Business") and the owner(s) and/or officer(s) who warrant(s) that they have the authority ("Authorized Officer") to request on behalf of the Business that we issue a Visa® credit card (a "Card") to that person or to another person(s) employed by the Business entity ("Designated Employee") on the same credit card account ("Account"). The words "you" and "your" mean each and either of the Business or the Authorized Officer, individually, and also jointly and severally. The words "we", "us", "our" and "State Farm Bank" mean State Farm Bank, F.S.B., a federal savings bank located in Bloomington, Illinois. Definitions of additional terms are contained in other paragraphs of this Agreement.

Guaranty Agreement

Personal Guaranty: In consideration of State Farm Bank, F.S.B. ("Bank") issuing a Business Credit Card Account ("Account") to the Business, I the Authorized Officer(s) personally and unconditionally guarantee payment and performance, including but not limited to payment of all amounts borrowed and all fees and interest. I understand and agree that this guaranty is absolute and irrevocable and in effect for as long as any amount remains due, the Account may be assigned by the Bank at the Bank's sole discretion, and that the Bank may alter, accelerate, extend and/or change the terms of this Account without notice to me, the guarantor. I hereby waive every notice regarding this Account and/or the guaranty and agree that the Bank may delay or forbear exercising any of its rights without such delay or forbearance constituting a waiver of that or any other right. I agree that this guaranty will be governed by Federal law and by the laws of the State of Illinois to the extent that Federal law is not controlling. If any provision of this guaranty is held to be invalid or unenforceable, all other provisions will remain in full force and effect.

Acceptance of the Terms of this Agreement

If you apply for a Card from us, or use a Card we issue to you, or use the account number associated with the Card, or if another person uses the Card or account number with your authorization, including a Designated Employee, you will be deemed to have accepted and agreed to all of the terms and conditions of this Agreement.

You agree to inform each Designated Employee of the provisions of this Agreement that are applicable to his or her use of a Card or the Account, including, without limitation, provisions concerning authorized use of a Card by others and liability for transactions, and to cause such Designated Employee to agree to and comply with such provisions.

If you do not wish to be bound by the terms and conditions of this Agreement, do not use the Card or authorize another person to use it. Instead, cut all of the Cards in two and return them to us.

Card Issuance

We will issue each Card in the Business's name, together with the name of the Authorized Officer or Designated Employee.

You represent, warrant, and agree that any Cards will be requested in the names of and given only to the Authorized Officer and Designated Employees, whose expenses the Business has agreed to reimburse. The dishonesty, disobedience, termination, resignation, death or retirement of the Authorized Officer or any Designated Employee shall not affect your obligations or the obligations of any Designated Employee or other cardholder under this Agreement.

You may request to add or delete any Designated Employee by written request on the letterhead stationery of the Business signed by the Authorized Officer of the Business which includes the name of each such Designated Employee, and, if you request the deletion of a Designated Employee, includes all Cards issued to the Designated Employee in connection with the Account.

How to Use A Card

Subject to the terms of this Agreement, we will make loans to you at our offices in Bloomington, Illinois when you or a Designated Employee uses a Card (which term as used in this Agreement includes use of the account number associated with a Card) as follows:

- (a) **Purchases.** You or any Designated Employee may use a Card to purchase or lease goods or services ("Purchases") from merchants who honor Visa credit cards. Quasi-cash transactions, described below, are deemed to be Cash Advances and not Purchases.
- (b) **Cash Advances.**
 - (1) You or any Designated Employee may use a Card to obtain a Cash Advance at most banks that display the Visa logo. The Bank may add a surcharge to the amount of the Cash Advance you request. If so, the surcharge will be part of the Cash Advance charged to the Account.
 - (2) You or any Designated Employee may use a Card, in conjunction with the personal identification number ("PIN") we will issue to you, to obtain a Cash Advance at automated teller machines ("ATMs") that bear the Plus® logo. The operator of the ATM may add a surcharge to the amount of the Cash Advance you request. If so, the surcharge will be part of the Cash Advance charged to the Account.
 - (3) You or any Designated Employee may use a Card to establish overdraft protection on a checking account of the Business if permitted by your financial institution. You obtain a Cash Advance each time a Card is used to fund such overdrafts.
 - (4) We may send you blank forms of convenience checks or cash advance checks ("Checks") from time to time. If we do, you or any Designated Employee may use a Check to obtain a Cash Advance by signing and completing the Check in accordance with the terms on the Check and any written materials that accompany it. You obtain a Cash Advance each time you or any Designated Employee use a Check and we pay it when it is presented to us, including when you or any Designated Employee use a Check to purchase or lease goods or services.
 - (5) You or any Designated Employee may obtain a Cash Advance when you use a Card for items that are convertible to cash or similar cash-like transactions that we may designate from time to time, including wire transfer money orders, other money orders, travelers checks, or foreign currency (so-called "quasi-cash" transactions). However, a Card may not be used to obtain, and we will not honor requests for, a Cash Advance in the form of casino chips, bets or wagers, gaming transactions (including Internet gambling), lottery tickets or the like.
- (c) **Balance Transfers.** You may use a Card to transfer balances from credit card accounts with third party creditors held in the name of the Business to the Account with us (a "Balance Transfer"). When you request a Balance Transfer, we will write our check or transfer funds to the other creditor of the Business. The amount of our check or funds transfer will be the amount of the Balance Transfer requested, up to the available credit limit for the Account. Balance Transfers are deemed to be Purchases and not Cash Advances. However, interest will begin to accrue as of the date the balance is transferred to the Account. Balance Transfer transactions will not be processed if made payable to cash, to you, to any individual, to a deposit account, to a credit card account held in the name of any individual or to a State Farm Bank credit card account. If such a Balance Transfer is processed, we reserve the right to convert the transaction to a Cash Advance.

Credit Limit

We will establish a credit limit for the Account and any sub-Accounts from time to time. The credit limit will be shown on the initial Card mailer and on each monthly statement of the Account. The total amount of credit outstanding on the Account or sub-Accounts at any time must not be more than the then current credit limit. We may also establish at any time a separate credit limit (as a sublimit) within the overall credit limit for the Account and any sub-Accounts for Cash Advances. If we do, the outstanding Cash Advance balance at any time must not exceed the Cash Advance limit. We may change the credit limit or limits from time to time. We will attempt to notify you if we do.

Exceeding The Credit Limit

If you or a Designated Employee request credit in any form which, if granted, would cause either the total outstanding balance or the Cash Advance balance (including, in either case, authorized transactions not yet posted to the Account or any sub-Accounts) to exceed the credit limit or the Cash Advance credit limit or any other credit sublimit we establish for the Account or sub-Accounts, whether or not such balances before the request were more than the respective credit limit, we may, at our election: (1) honor the request without permanently increasing the credit limit; (2) honor the request and treat the amount which is more than the credit limit as immediately due; or (3) refuse to honor the request. If we refuse to honor a Check or Balance Transfer, we may advise the person presenting the Check or Balance Transfer that credit has been refused, that there are insufficient funds to pay the Check or Balance Transfer, or in any other manner. If we decide to honor such a request, we may assess an Overlimit Fee as provided in this Agreement.

If we have previously honored requests for credit in excess of the credit limit, that does not mean that we will honor further over-limit requests.

FINANCE CHARGES

When Periodic Rate Finance Charges Begin to Accrue:

- (a) **Purchases.** Periodic rate Finance Charges will not accrue on new Purchases posted to the Account during the current billing cycle if the New Balance, if any, shown on the monthly statement for the previous billing cycle was a credit balance or zero or was paid in full by its Payment Due Date. If the New Balance was not a credit balance or zero and was not paid in full by its Payment Due Date, periodic rate Finance Charges on each Purchase (including Balance Transfers) will accrue after the transaction date until the date each Purchase is completely repaid according to the payment allocation method then in effect.
- (b) **Avoiding Finance Charges on New Purchases.** You may avoid a Finance Charge on Purchases first posted to the Account during the billing cycle if you pay the entire New Balance of the Account not later than the Payment Due Date shown on the monthly statement of the Account for that billing cycle.
- (c) **Cash Advances.** Periodic rate Finance Charges on each Cash Advance will accrue daily from the transaction date until the date each Cash Advance is completely repaid according to the payment allocation method then in effect.
- (d) **Transaction Dates for Certain Transactions.** The transaction date for Cash Advances obtained by a Check is the date we process the Check.

Periodic Rates of the Finance Charge: The periodic rates we use to compute all or a portion of the **FINANCE CHARGE** on the Account are described below:

- (a) **Rate of Finance Charge on Purchases.** With respect to all Purchases (including Balance Transfers): (1) **Preferred Pricing.** The daily periodic rate we use to compute the **FINANCE CHARGE** on all Purchases is a variable rate which is 1/365th of the sum of the Prime Rate plus the Preferred Pricing spread rate for Purchases, which was previously disclosed on the card carrier. The corresponding **ANNUAL**

PERCENTAGE RATE of the **FINANCE CHARGE** is the Prime Rate plus the Preferred Pricing spread rate for Purchases. The minimum Preferred Pricing **ANNUAL PERCENTAGE RATE** of the **FINANCE CHARGE** is 12.99%. The minimum daily periodic rate used to compute the **FINANCE CHARGE** on Purchases is 0.0355%. (2) **Penalty Pricing.** If you fail to make a minimum monthly payment by the payment due date, exceed the credit limit, or make a payment to us that is not honored, we may increase the **ANNUAL PERCENTAGE RATE** on all account balances (including any promotional rate). In determining the adjusted **ANNUAL PERCENTAGE RATE**, we may consider the length of time the Account has been open, the severity and timing of any Account default or delinquency, as well as Account usage and performance. If Penalty Pricing is applied to your Account, it will become effective with the first day of the next billing cycle and the daily periodic rate we use to compute the **FINANCE CHARGE** on Purchases is a variable rate which is 1/365th of the sum of the Prime Rate plus 20.99%. The corresponding **ANNUAL PERCENTAGE RATE** of the **FINANCE CHARGE** is the Prime Rate plus 20.99%.

- (b) **Rate of Finance Charge on Cash Advances.** With respect to all Cash Advances: (1) **Preferred Pricing.** The daily periodic rate we use to compute the **FINANCE CHARGE** on all Cash Advances is a variable rate which is 1/365th of the sum of the Prime Rate plus the Preferred Pricing spread rate for Cash Advances, which was previously disclosed on the card carrier. The corresponding **ANNUAL PERCENTAGE RATE** of the **FINANCE CHARGE** is the Prime Rate plus the Preferred Pricing spread rate for Cash Advances. (2) **Penalty Pricing.** If you fail to make a minimum monthly payment by the payment due date, exceed the credit limit, or make a payment to us that is not honored, we may increase the **ANNUAL PERCENTAGE RATE** on all balances (including any promotional rate). In determining the adjusted **ANNUAL PERCENTAGE RATE**, we may consider the length of time the Account has been open, the severity and timing of any Account default or delinquency, as well as Account usage and performance. If Penalty Pricing is applied to your Account, it will become effective with the first day of the next billing cycle, and the daily periodic rate we use to compute the **FINANCE CHARGE** on Cash Advances is a variable rate which is 1/365th of the sum of the Prime Rate plus 20.99%. The corresponding **ANNUAL PERCENTAGE RATE** of the **FINANCE CHARGE** is the Prime Rate plus 20.99%.
- (c) **Variable Rates of the Finance Charge:** The **ANNUAL PERCENTAGE RATES** under subparagraphs (a) and (b) above are variable rates based on the Prime Rate published in the "Money Rates" table in *The Wall Street Journal*. The rates of the **FINANCE CHARGE** under this Agreement may increase if the Prime Rate increases. The effect of an increase in the Prime Rate will be an increase in the amount of the Minimum Payment due under this Agreement. We will calculate **ANNUAL PERCENTAGE RATES** every month, based on the Prime Rate published in the "Money Rates" table in *The Wall Street Journal* two days prior to the statement closing date for the billing period. If two or more Prime Rates are published on that day, the highest of those rates will be used to calculate the rates of the **FINANCE CHARGE** under this Agreement. If two days prior to the statement closing date is a day on which *The Wall Street Journal* was not published, the previous business day on which *The Wall Street Journal* was published will be used. If *The Wall Street Journal* ceases publication, or no longer publishes the prime rate, or changes the manner by which its prime rate is determined, we may select another comparable index of short-term interest rates to be the "Prime Rate" under this Agreement. The new **ANNUAL PERCENTAGE RATES**, and the new daily periodic rates calculated by multiplying the new **ANNUAL PERCENTAGE RATES** by 1/365, will apply to the Account beginning on the first day of the next billing cycle of the Account after the date on which the new **ANNUAL PERCENTAGE RATES** were calculated, and will continue to apply until new **ANNUAL PERCENTAGE RATES** and the corresponding daily periodic rates are calculated and have become effective in the manner described in this paragraph. The new **ANNUAL PERCENTAGE RATES** and the corresponding new daily periodic rates may apply retroactively to the first day of the billing cycle, and transactions that occurred during the billing cycle both prior to and after the date the new **ANNUAL PERCENTAGE RATES** were calculated may be subject to the new **ANNUAL PERCENTAGE RATES** and the corresponding new daily periodic rates for the entire billing cycle.

Calculating the Average Daily Balances

We calculate an "average daily balance" on all Cards issued on your Account separately for Purchases (excluding introductory period Balance Transfers), Cash Advances, introductory period Balance Transfers, and any special rate offers (as applicable). To get the "average daily balance" of the Account for each of these types of transactions, we take the beginning balance of the Account each day, add any new Purchases (excluding introductory period Balance Transfers), Cash Advances, introductory period Balance Transfers or other special rate offers (as applicable), and subtract any Payments and Credits applied to that type of transaction under the payment allocation method then in effect. This gives us the daily balance for each of these types of transactions. (Credit balances are treated as zero for purposes of calculating the daily balances.) Then, we add all of the daily balances for the billing cycle for each of these types of transactions and divide the respective totals by the number of days in the billing cycle. This gives us the "average daily balance" for the Account for each of these types of transactions. The average daily balances include current transactions for Purchases (including Balance Transfers) and for Cash Advances, except that if the Previous Balance of the Account was zero or a credit balance, or if the total of Payments and Credits posted to the Account during the billing cycle equals or exceeds the Previous Balance, Purchases posted to the Account during the billing cycle are not included in the daily balances of Purchases for purposes of calculating the **FINANCE CHARGE**.

Cash Advance Transaction Fee Finance Charges: If you or a Designated Employee use a Card or a check (Convenience Check) to obtain a Cash Advance, we will charge your Account a Cash Advance transaction fee **FINANCE CHARGE** equal to 4% of the U.S. dollar amount of the Cash Advance, subject to a minimum fee of \$10 for each Cash Advance.

Balance Transfer Transaction Fee Finance Charges: If you or a Designated Employee make a Balance Transfer to the Account, we will assess to your account a Balance Transfer transaction fee **FINANCE CHARGE** equal to 3% of the U.S. dollar amount of the Balance Transfer transaction, subject to a minimum fee of \$10 and a maximum fee of \$250 for each Balance Transfer.

International Transaction Fee Finance Charges: If you or a Designated Employee use a Card to make an international transaction, we will charge your Account an International Transaction fee **FINANCE CHARGE** equal to 1% of the U.S. dollar amount of the transaction. An international transaction is defined as any transaction that was acquired in any country other than the United States.

Calculating the Finance Charge: We figure the **FINANCE CHARGE** on Purchases charged to the Account and a portion of the **FINANCE CHARGE** on Cash Advances charged to the Account by multiplying each of the "average daily balances" of the Account by the applicable daily periodic rate and then by the number of days in the billing cycle, and by adding the resulting products together. We then add any Cash Advance transaction fee **FINANCE CHARGE** calculated as provided above, any Balance Transfer transaction fee **FINANCE CHARGES** calculated as provided above, and any International Transaction fee **FINANCE CHARGES** calculated as provided above. If the **FINANCE CHARGE** calculated in this manner is more than zero but less than \$1.50, a minimum monthly **FINANCE CHARGE** of \$1.50 will be charged to the Account. We may, at our election, waive the **FINANCE CHARGE** on small Account balances.

Account Fees and Charges

The following fees will be charged to the Account as a Purchase in the billing cycle in which the charges are incurred: (a) a Late Payment Fee if we do not receive payment in an amount at least equal to the Minimum Payment due shown on the monthly statement of the Account by the Payment Due Date shown on the statement. The amount of the Late Fee will vary based on the New Balance of the Account at the closing date of your billing cycle as follows: \$15 if the New Balance is less than \$500; \$39 if the New Balance is \$500 or greater; (b) an Overlimit Fee of \$39 if the Account balance exceeds the credit limit or any separate Cash Advances credit limit for the Account (even if fees assessed by us cause the Account balance to exceed the credit limit), charged to the Account as of the first day in the billing cycle that the Account balance exceeded the credit limit or exceeded any separate Cash Advances credit limit for the Account; (c) a Returned Payment Fee of \$39 if a check or draft you send us as a payment on the Account is returned for insufficient funds or for any other reason; (d) a Returned Check Fee of \$39 if we return a Check unpaid for any reason; (e) a Statement Reprint Fee of \$5 for each copy of a monthly statement; (f) an Account Research Fee of \$15 per hour (with a \$10 minimum).

Repayment; Minimum Payment Due Each Month

You promise to pay us the amounts of all credit you or a Designated Employee obtain (including all Purchases and Cash Advances), all fees and charges we assess against the Account and all Finance Charges as provided in this Agreement. You agree to make payments in the amounts and at the times provided in this Agreement. Time is of the essence.

We will provide a statement of the Account at approximately monthly intervals if there has been activity on the Account, a finance charge is assessed during the preceding month, or there is a balance (credit or debit) in the Account exceeding \$1, unless we deem the Account to be uncollectible, or we have instituted delinquency collection procedures, or furnishing the statement would violate federal law. You may pay any amount up to the entire unpaid balance (the "New Balance") of the Account at any time. You must pay each month at least the Minimum Payment amount shown on the monthly statement by the Payment Due Date shown on the statement. The Minimum Payment due each month for Accounts is the sum of all past due amounts, plus any amount by which your Account balance exceeds your credit limit, plus 1% of the New Balance of the Account plus the amount of any Account Fees and **FINANCE CHARGES** posted to the Account during the billing cycle, rounded to the nearest \$5 increment, or \$10, whichever is greater (or the entire New Balance if less than \$10). If the account is closed and has a balance remaining the Minimum Payment due each month for the Account is the sum of all past due amount, plus any amount by which your Account balance exceeds your credit limit, plus 1% of the Balance of the Account plus the amount of any Account Fees and **FINANCE CHARGES** posted to the Account during the billing cycle, rounded to the nearest \$5 increment, or \$10, whichever is greater (or the entire New Balance if less than \$10). The Payment Due Date will be at least 24 days after the Closing Date shown on the monthly statement. If you over pay, or if a credit balance is otherwise created in the Account, we will not pay interest on such amounts. Payments are not deemed to be received until they are posted to the Account. See the monthly statement of the Account for details on timely posting of payments. Mail the payment made in U.S. dollars, accompanied by the payment remittance stub, using the envelope enclosed with the monthly statement or to the payment address provided. The crediting of payments sent to any location other than the payment address or received in any other manner may be delayed. Do not send correspondence of any type to the payment address. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund

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transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, the funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. For inquiries about the Account, please call us toll-free at 1-877-SF4-VISA (1-877-734-8472) or write us at P.O. Box 87, Deposit, New York 13754-0087.

Payments will be allocated among the charges on the Account in the manner we determine, without regard to any contrary instructions from you. In most instances, we will allocate payments to balances (including new transactions) with lower APRs before balances with higher APRs. This will result in new balances with a lower rate of interest being paid before any other existing balances. Even though a payment may be credited to the Account in the billing cycle in which the payment is received, the available credit may not be increased by the amount of the payment until the payment has cleared.

If you pay more than the Minimum Payment due, we will apply the excess payment amount to reduce the total outstanding balance, and you will continue to be obligated to make any Minimum Payment in succeeding months.

We can refuse to accept payments not denominated in U.S. dollars or not drawn on a domestic office of a U.S. bank. You agree not to use a State Farm Bank Balance Transfer, Convenience Check, Cash Advance Check, or the proceeds of a Cash Advance to make any payment on the Account.

Our Right to Require Immediate Payment

You will be in default and, at our election, we can require immediate payment of all amounts You or any Designated Employee owe us without notice or demand if: (1) you or any Designated Employee fail to pay any amount owed under this Agreement exactly when due; or (2) you or any Designated Employee exceed the credit limit, or if we have established a separate Cash Advance credit limit or other credit sublimit for you, the outstanding Cash Advance balance exceeds the Cash Advance credit limit or you exceed any other credit sublimit; or (3) you or any Designated Employee fail to abide by any other term of this Agreement; or (4) you default on any other credit obligation you have with us; or (5) your ability to pay us is materially impaired (including, without limitation, if you file or have filed against you as debtor a proceeding under any chapter of the Bankruptcy Code).

Collection Costs

If you are in default, unless prohibited by applicable law, you also must pay us or reimburse us for all costs and disbursements, including reasonable attorney's fees, incurred by us in legal proceedings (including bankruptcy proceedings) to collect or enforce the debt.

Payment Holidays

From time to time, solely at our option, we may allow you to skip one or more monthly payments. We will notify you when this option is available. If you skip a payment, Finance Charges (and credit protection fees, if any) will continue to accrue on the Account balance in accordance with this Agreement. The requirement that you make the Minimum Payment due each month will resume following the payment holiday.

Transactions Made in Foreign Currencies

If a transaction is made in a foreign currency, we and Visa International will convert the transaction into a U.S. dollar amount. Visa will act in accordance with their operating regulations or conversion procedures in effect at the time the transaction is processed- and may use (i). A rate selected by Visa from the 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 (ii) the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by Visa or us. The currency conversion rate calculated in this matter that is in effect on the processing date may differ from the rate in effect on the transaction date or the posting date. When any transaction must be converted back into a foreign currency because of a refund or other reversed transaction, the same currency conversion formula will apply.

Billing Cycles of The Account

Each billing cycle of the Account begins on the day after the closing date shown on the preceding monthly statement of the Account and ends on the closing date shown on the monthly statement of the Account for the current month. A billing cycle occurs even if you do not receive a monthly statement of the Account as otherwise provided in this Agreement.

Unless prohibited by applicable law, we may charge the Account, as a Purchase, the amount of any costs we incur in complying with state abandoned or unclaimed property laws with regard to the Account.

Authorized Use of a Card by Others

If you or any Designated Employee permit any person to have access to a Card or Account number with the authorization to make a charge, or if you request us to issue a Card on the Account to another person, including a Designated Employee, you will be liable for all charges made by that person, including charges you may not have intended that person to make.

Any Designated Employee or otherwise authorized user using the Account is liable for each transaction made by such Designated Employee or otherwise authorized user on the Account plus any Finance Charges, Other Fees and Charges, and expenses provided in this Agreement and related to such transactions. Such liability does not relieve you or any other cardholder under this Agreement from liability for the Designated Employees or otherwise authorized user's transactions until paid.

Special Provisions Regarding Checks

You or a Designated Employee may stop payment on an unpaid Check by providing us with the check number, dollar amount, and payee exactly as they appear on the Check. A stop payment request expires six months after the date we accept the stop payment order unless you renew it in writing within two weeks prior to the expiration date. If you or any Designated Employee stop payment on a Check, we will charge a Stop Payment Fee to the Account as provided in this Agreement.

If you or any Designated Employee post-date a Check, we may honor the Check immediately upon presentment or return it unpaid, at our election, without in either case waiting until the date shown on the Check. We are not liable to you for any loss or expense incurred by you or any Designated Employee arising out of the action we elect to take.

Neither you nor any Designated Employee may use a Check or any other Cash Advance to make a payment under this Agreement or any other credit account you or any Designated Employee may have with us.

Certain Limitations on Use of a Card

You agree that Cards, including those held by Designated Employees, will be used for business or commercial purposes and not for personal, family or household purposes. A Card may not be used for any unlawful purpose or in any illegal transaction.

Additional Cardholder Benefits

We may offer certain additional cardholder benefits from time to time, including balance transfers, interest free special purchases, and temporary APR reductions. Any such benefits, if offered and provided to you, will be subject to the restrictions outlined in the benefits brochure we provide to you. However, unless otherwise stated in the promotion, the terms of this Agreement shall also govern any such special purchase promotion. We reserve the right to change, add to or discontinue these benefits and services at any time without notice.

Refusal to Honor a Card; Refused Authorizations

We will not be liable if any other bank, any ATM, or any seller or lessor of goods or services refuses to honor a Card or retains a Card when you or a Designated Employee attempt to use it. Even though you have available credit on the Account, we may fail or decline to authorize a particular transaction due to operational difficulties or, at our discretion, for other reasons we deem to be appropriate.

Gaming and Wagering Transactions

A Card is not to be used for any gaming or wagering transactions, including transactions for casino chips, bets, wagers, Internet gambling or any other gaming or wagering transaction. State Farm Bank will decline transactions for casino chips, bets, wagers, Internet gambling or any other gaming or wagering transaction.

Suspension or Termination of the Credit Line

We may suspend or terminate the right to obtain additional credit at any time. All Cards we issue to you or any Designated Employee or at your request remain our property, and you agree to return all such Cards to us at our request. You may terminate your right to obtain additional credit at any time by cutting all unexpired Cards outstanding on the Account in two and returning them to us. Your obligations under this Agreement continue unchanged after your right to obtain credit has been suspended or terminated by you or by us.

Obligation of Business Entity, Authorized Officer and Guarantor

The Business and each Authorized Officer are jointly and severally responsible for paying the entire outstanding balance on the Account. If two or more persons are responsible for paying any outstanding balance, we may refuse to release any of them from liability until all of the unexpired Cards outstanding on the Account have been returned to us and the Account balance is paid in full. In addition, the Guarantor personally and unconditionally guarantees and promises to pay us all debts and obligations arising out of any Account we establish and maintain in the name of the Business, as further described in the Guaranty Agreement included within the Business Credit Card Application.

The obligations of the other person obligated under this Agreement will not be affected by the release or discharge of one or more of the persons who are responsible for paying all or any part of the Account.

Amendments

We may amend this Agreement at any time to change, add, or delete provisions upon 15 days notice to the Business prior to the effective date of the change or, if longer, such notice as is required under applicable provisions of federal law or the laws of the State of Illinois. The notice may be included on or with the monthly statement of the Account. Unless otherwise provided by law, the notice period begins to run when we mail or deliver the notice of change in terms to the Business. If an amendment gives you the opportunity to reject the amendment, and if you reject the amendment in the manner provided in the amendment, we may terminate your right to receive additional credit and may require you to return all credit devices as a condition of your rejection of the amendment. If the amendment so provides, the amended Agreement (including any increased rate or amount of finance charge and other increased charges and fees) will apply to all then outstanding unpaid indebtedness in the Account, including any such indebtedness that arose out of Purchases made or Cash Advances obtained prior to the effective date of the amendment. This Agreement may not be amended except in writing. We may replace a Card with another credit card at any time.

Any letter, payment instrument or other communication you direct to us with the intent to amend this Agreement must be sent to us in writing at: State Farm Bank, P.O. Box 2326, Bloomington, Illinois 61702-2326. If any such payment instrument is received at any other address, we may accept the payment instrument, which will not constitute consideration, and no amendment to the Agreement shall have been affected. Amendment of your Agreement requires a written agreement signed by one of our authorized representatives.

Communications Concerning Disputed Debts

Any payment instrument you send us for less than the full balance due that is marked "paid in full" or similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to State Farm Bank, P.O. Box 2326, Bloomington, Illinois 61702-2326. We reserve all our rights regarding such instruments. For example, if it is determined there is no valid dispute or if any such instrument is received at any other address, we may accept the instrument and you will still owe any remaining balance. Or, we may refuse to accept any such instrument by returning it to you, not cashing it, or destroying it. Satisfaction of a debt for less than the full amount due requires a written agreement, signed by one of our authorized representatives.

Change of Name or Mailing Address

You must notify us immediately of any change of the name or mailing address from that shown on the latest monthly statement. The back of the monthly statement contains a form you may use for this purpose.

Assignment

We may at any time, and without notice to you, assign the Account, any sums due on the Account, this Agreement, and our rights or obligations under the Account and this Agreement to any person or entity. The person or entity to whom we make any such assignment shall be entitled to all of our rights under this Agreement, to the extent assigned. You may not assign your rights under this Agreement.

Unauthorized Use of the Account

Please notify us immediately of the loss, theft, or possible unauthorized use of a Card. You may be liable for unauthorized use of a Card if your gross negligence or that of a Designated Employee or an authorized user results in unauthorized use. You will not be liable for unauthorized use that occurs after you notify us in writing at State Farm Bank, P.O. Box 94, Deposit, New York 13754-0094, or by telephone at 1-877-734-8472, of the loss, theft, or possible unauthorized use. In any case, liability for unauthorized use will not exceed \$50. Notwithstanding the foregoing, if we have issued 10 or more Cards in connection with the Account under this Agreement, you hereby agree to have unlimited liability for all unauthorized use of any Card.

Please sign all Cards immediately after you receive them. Please safeguard all Cards like you would if they were cash. Do not disclose a PIN to anyone else.

Monitoring Telephone Conversations

You consent to and authorize us, any of our affiliates, and our marketing associates to monitor and/or record (unless prohibited by law) any telephone conversations between you or any Designated Employee and our representatives or the representatives of any of such companies.

Information Gathering and Sharing

Please refer to the State Farm® "Notice of Privacy Policy" for our policies on collecting, using, securing, and sharing nonpublic personal information. Additional copies of our "Notice of Privacy Policy" are available by calling us toll-free at 1-877-SF4-BANK (1-877-734-2265), on our website (statefarm.com®), or from a local State Farm agent.

If you believe that inaccurate or incomplete information about you or the Account has been shared by us with a credit reporting agency, write to us at: State Farm Bank, P.O. Box 94, Deposit, New York 13754-0094. Please include your name, address, home phone number, and Account number, and explain which information you believe is inaccurate or incomplete.

Governing Law

This Agreement, including, without limitation, the interest to be charged, is governed by Federal law and by the laws of the State of Illinois to the extent that Federal law is not controlling, without regard to its conflict of laws principles.

Severability; No Waivers

If any part of this Agreement is found to be invalid, the rest remains effective. Any failure or delay by us in exercising any of our rights or remedies under this Agreement or under applicable law does not mean that we will not be permitted to exercise those rights or remedies later. We may accept late payments or partial payments without losing any of our rights or remedies. You have not waived under this Agreement any of your rights or our duties under the Illinois Financial Services Development Act.

Transactions with Merchants

Return Policy. If a merchant discloses a policy such as "no returns", "no refund", "no return or credit without receipt", "as is", "store credit only", or "all sales final", you will be bound by that policy when you use your Card or Account to buy goods or services from that merchant.

Reservations. When using the Account to make travel or lodging reservations, obtain the merchant's cancellation policy and follow it if you cancel. If you cancel, obtain the merchant's cancellation number that it is required to give you. The merchant may charge you for a cancelled transaction unless you can provide us with the merchant's cancellation number.

Recurring Transactions. If you authorize a merchant to charge the Account for repeat transactions with a Card, you must notify the merchant when you want to discontinue the repeat transactions or if the Account is closed or a new Account number is issued by us.

Dispute Assistance. If you disagree with a transaction on the statement or have a dispute with the merchant as a result of the transaction, you will provide information or assistance we reasonably request to permit us to investigate the transaction. Otherwise, you will pay us for any resulting loss we have (up to the amount of the transaction) unless we are prohibited by applicable law from holding you liable for our loss.

Your Billing Rights controls. If any provision of this paragraph conflicts with any part of the "Your Billing Rights" section below that is applicable to the particular transaction, the terms of the "Your Billing Rights" section will control.

YOUR BILLING RIGHTS

Keep this notice 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: State Farm Bank, P.O. Box 1420, Deposit, New York, 13754-1420.

In your letter, give us the following information:

- (1) **Account information:** Your name and account number.
- (2) **Dollar amount:** The dollar amount of the suspected error.
- (3) **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 on any potential errors in writing. You may call us, but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

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

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

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against the 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 on any Finance Charges 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 Finance Charges and fees. We will send you a statement of the amount you owe and the date that it 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 billing 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 at: State Farm Bank, P.O. Box 1420, Deposit, New York 13754-1420.

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.

Notice for Married Wisconsin Residents. No provision of any marital property agreement, unilateral statement, or court order applying to marital property will adversely affect State Farm Bank interests unless prior to the time credit is granted, State Farm Bank is furnished with a copy of the agreement, statement or court order, or State Farm Bank has actual notice of the provision. Married Wisconsin residents must furnish the name and address of their spouse to State Farm Bank at P.O. Box 87, Deposit, New York 13754-0087.

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