

# HTLF Card Services

## Visa® Consumer Credit Card Cardholder Agreement

This is the Agreement between New Mexico Bank & Trust d/b/a HTLF Card Services ("we", "our", or "us") and you concerning your Account. This Agreement becomes effective only if we establish an Account for you and issue you a Card in response to your submission of an Application.

This is a binding legal contract and should be reviewed carefully on your part as it sets for the legal rights and obligations between you and us. If you do not wish to be bound by this Agreement, you must not use (or authorize anyone to use) a Card or undertake a Transaction with respect to your Account. Capitalized terms used in this Agreement shall have the meaning assigned to such terms in the Glossary attached hereto.

### 1 USE OF ACCOUNT.

#### 1.1 *Preconditions to Use of Card and Account.*

- 1.1.1 You will only be permitted to perform a Transaction after we have approved your request for an Account in response to your submission of a properly completed Application.
- 1.1.2 You will not be able to perform a Transaction with your Card until you activate your Card in accordance with the instructions accompanying your Card.
- 1.1.3 You must sign your name on the signature panel on the back of your Card as soon as you receive it to protect you and us from claims of unauthorized use. You will be obligated to repay all Transactions initiated by any Person who uses your Card, Card Number, Convenience Check, or Account with your permission.

#### 1.2 *Accessing Your Credit Line on the Account.* You, and where specified in this Agreement, your Authorized Users may access the Credit Line on your Account up to your Credit Limit (but in each case subject to the limits we may impose with respect to Transactions for fraud protection purposes as described in Paragraph 2.2 below) in the following ways, subject to the terms of this Agreement:

- 1.2.1 *Purchase of Goods or Services.* You may make purchases by using your Card or Card Number at merchants that accept Visa credit cards.
- 1.2.2 *Obtain Cash Advances.* You may use your Card at Visa affiliated financial institutions, ATMs, and by other means permitted by Visa from time to time to obtain cash.
- 1.2.3 *Convenience Checks.* We may, from time to time and in our sole discretion, provide Convenience Checks to you that allow you to access your available Credit Line by writing a check.
- 1.2.4 *Balance Transfer.* We may, from time to time and in our sole discretion, allow you to transfer all or part of a balance owing from another credit card account to your Account with us.
- 1.2.5 *Overdraft Protection.* If you and we enter into a separate Visa overdraft financing agreement, you may use a Cash Advance Transaction to pay overdrafts on the deposit accounts identified in such agreement.

#### 1.3 *Agreements with Respect to Use of Cards and the Account*

- 1.3.1 The Card is our property and must be returned to us upon request. We may revoke any Card at any time, without cause and without notice.
- 1.3.2 If a merchant or a financial institution where the Card is attempted to be used asks for the surrender of the Card, you must surrender it immediately.
- 1.3.3 We may issue renewal or replacement Cards in our sole discretion.
- 1.3.4 You agree that you will not use your Card, Card Number, or Convenience Checks in any of the following circumstances:
  - a) if we or you have suspended or cancelled your Card or Account;
  - b) after you report them as lost or stolen;
  - c) after you file a petition for bankruptcy;
  - d) if you do not honestly expect to be able to pay your Balance in full in accordance with the terms of this Agreement;
  - e) for illegal transactions or any other illegal purpose, such as illegal gambling;
  - f) after the expiration date printed on the front of a Card; and
  - g) in violation of the VISA International Operating Regulations.

### 2 Honoring of Card.

#### 2.1 You agree that we are not responsible for, nor will we incur any liability to you if:

- 2.1.1 a merchant refuses to honor your Card, Card Number, or Convenience Check,
- 2.1.2 an ATM or other device does not accept your Card, Card Number, or Convenience Check, or
- 2.1.3 we are unable to authorize or process a Transaction on account of a Force Majeure Event.

#### 2.2 We may limit the number or aggregate dollar amount of Transactions you are permitted to initiate in a day, week, or Billing Cycle for security reasons. If we impose such limits, you agree that we will not be liable to you if we do not authorize or process Transactions in excess of those limits.

#### 2.3 If you are in Default we may decline to authorize Transactions until such Default is cured.

#### 2.4 You understand and agree that:

- 2.4.1 if you wish to authorize a merchant to initiate recurring preauthorized Transactions, it is your responsibility to provide accurate information concerning your Account to the merchant;
- 2.4.2 if you wish to terminate a preauthorized Transaction, it is your responsibility to (A) contact the merchant, and (B) check your Monthly Statements to confirm that the preauthorized Transaction was terminated;
- 2.4.3 we will not be responsible to you for merchandise or services you purchase with your Card, Card Number, or a Convenience Check unless explicitly required by applicable law; and
- 2.4.4 any Credit Refund allowed by a merchant shall not be by cash but rather by a credit advice to us which shall be shown as a credit on a Monthly Statement.

### 3 Credit Limit.

#### 3.1 Upon acceptance of your Application, we will assign a Credit Limit to your Account. We can increase or decrease your Credit Limit at any time. If we change your Credit Limit, we will notify you. We may notify you of Credit Limit changes on your Monthly Statement.

#### 3.2 You agree not to use your Card, Card Number, or Convenience Checks to obtain credit in excess of your Credit Limit. We are not required to authorize Transactions that will create an Over Limit Amount, but if we do, you agree to pay us the Over Limit Amount, plus applicable Finance Charges and Fees, immediately. If we do extend credit in excess of your Credit Limit, we are not obligated to do so in the future.

#### 4 **Promise to Pay.** You promise to pay for all Transactions, all Fees, Finance Charges, and any other amounts that you are required to pay under this Agreement as and when they are due. When you or an Authorized User use or authorize the use of your Card, Card Number, or Convenience Checks, for any purpose, you represent to us that you have the intention and ability to pay for all such Transactions in accordance with this Agreement.

## 5 Periodic Billing Statements.

- 5.1 Approximately once each month we will deliver to you a Monthly Statement so long as during the applicable Billing Cycle one of the following statements are true:
- 5.1.1 you have an outstanding debit or credit Balance as of the end of the Billing Cycle,
  - 5.1.2 a debit or credit Transaction occurred during the Billing Cycle,
  - 5.1.3 a Payment was made during the Billing Cycle, or
  - 5.1.4 a Finance Charge or a Fee was imposed on the Account during the Billing Cycle.
- 5.2 If you have a zero balance and no activity for a Billing Cycle, you will not receive a Monthly Statement.
- 5.3 Each Monthly Statement will list, in addition to certain other information,
- 5.3.1 the Balance of your Account as of the Closing Date of the prior Billing Cycle,
  - 5.3.2 the amount of all Transactions (separately identifying Cash Advance Transactions, Convenience Check Transactions, Purchase Transactions, Balance Transfer Transactions and Credit Refunds) posted to the Account during the current Billing Cycle,
  - 5.3.3 All Payments, Fees and Finance Charges posted to the Account during the current Billing Cycle,
  - 5.3.4 the Balance of the Account as of the Closing Date of the current Billing Cycle.
- 5.4 You promise to inform us promptly, in writing, if you change your address. If you do not promptly notify us of your address change, any notices and Monthly Statements we send to your old address before we have had a reasonable time to process your address change notice will still be valid, even if you do not receive them.
- 5.5 It is your responsibility to be sure that you have received a Monthly Statement each month (but you will not receive a Monthly Statement if the conditions in Paragraph 5.2 are met for the applicable Billing Cycle). If you owe a debit Balance, you must pay your Minimum Payment even if you do not receive a Monthly Statement, unless we are prohibited from enforcing this provision by applicable law.
- 5.6 In addition to the Monthly Statements, we may also provide you annual statements identifying Transactions according to merchant categories for review purposes only to help you with tax preparation and year end accounting.
- 5.7 At your request, we may provide "Courtesy Statements" (for review purposes only, not as a Monthly Statement) to Authorized Users on your Account.

## 6 Required Payments.

- 6.1 If you have a Balance as of the end of a Billing Cycle, you will be required to make a Minimum Payment by the Due Date with respect to such Billing Cycle. If you fail to make the Minimum Payment by the Due Date, you will be in Default under this Agreement. We will identify on your Monthly Statement the Minimum Payment due for such Billing Cycle, which amount shall be determined as follows:
- 6.1.1 If the Balance is equal to or less than \$25.00, the Minimum Payment shall be the Balance.
  - 6.1.2 If the Balance exceeds \$25.00, the Minimum Payment shall be the sum of:
    - a) 2.000% of the Balance (rounded up to the nearest dollar), or \$25.00, whichever is greater, plus
    - b) late payments shown on your current Monthly Statement, plus
    - c) any amount past due from a prior Monthly Statement ("Past Due Amount"), plus
    - d) the portion of any Over Limit Amount that exceeds the Past Due Amount.
- 6.2 You may at any time pay all or any part of your Balance without penalty.

## 7 FINANCE CHARGES. We will impose Finance Charges (a fee representing the cost of credit and the cost of borrowing on your Account) by applying the Monthly Periodic Rate as described below.

- 7.1 *Finance Charge Calculation Method for Cash Advance Transactions and Convenience Check Transactions.*
- 7.1.1 Finance Charges on Cash Advance Transactions and Convenience Check Transactions begin to accrue on the day in which the Cash Advance Transaction or Convenience Check Transactions is posted to your Account.
  - 7.1.2 There is no grace period with respect to Finance Charges for Cash Advance Transactions or Convenience Check Transactions.
  - 7.1.3 The Finance Charges for Cash Advance Transactions and Convenience Check Transactions for a Billing Cycle are computed by applying the Monthly Periodic Rate to the Average Daily Balance for such Transactions. To calculate your "Average Daily Balance" with respect to Cash Advance Transactions and Convenience Check Transactions, we (a) on each day during the Billing Cycle take the beginning Balance of your Cash Advance Transactions or as applicable your Convenience Check Transactions, add new Cash Advance Transactions or as applicable Convenience Check Transactions occurring on such day, and subtract any applicable Payments, Fees, and unpaid Financing Charges allocable to such category of Transactions on such day to arrive at the "Daily Balance", (b) we then add all the Daily Balances in the Billing Cycle and divide the total by the number of days in the Billing Cycle.
- 7.2 *Finance Charge Calculation Method for Purchase Transactions and Balance Transfer Transactions.*
- 7.2.1 If you pay the Balance shown on a Monthly Statement in full by the Due Date (or if you had a zero Balance on your prior Monthly Statement), you will avoid incurring Finance Charges on Purchase Transactions and Balance Transfer Transactions for the current Billing Cycle reflected on your Monthly Statement.
  - 7.2.2 The grace period for that portion of the Balance that is made up of Purchase Transactions and Balance Transfer Transactions extends to the Due Date.
  - 7.2.3 The Purchase Transactions and Balance Transfer Transactions Finance Charges in a Billing Cycle are computed by applying the Monthly Periodic Rate to the Average Daily Balance for such Transactions. To calculate the "Average Daily Balance" for Purchase Transactions and Balance Transfer Transactions, we (a) take the beginning Balance of your Purchase Transactions and Balance Transfer Transactions on each day in the Billing Cycle (including the Closing Date), add new Purchase Transactions and Balance Transfer Transactions, and subtract Payments, Credit Refunds, Fees, and unpaid Finance Charge, and (b) divide the total by the number of days in the Billing Cycle.
- 7.3 *Accrual of Finance Charges.* If (a) you undertake a Cash Advance Transaction, or (b) the Payments and Credit Refunds posted to your Account by the Due Date reflected on your Monthly Statement are less than the Balance, then the next Monthly Statement will include Finance Charges. Finance Charges, at the Annual Percentage Rate ("APR") calculated in the manner set forth in Paragraph 8 below, begin to accrue on the Posting Date for Purchase Transactions, Balance Transfer Transactions, Cash Advance Transactions, and Convenience Check Transactions. Finance Charges will continue to accrue on the amount of your Balance until the date we post a Payment to your Account (subject to your ability to avoid certain Finance Charges by paying the Balance in full).

## 8 Calculation of the Monthly Periodic Rate.

- 8.1 The "Monthly Periodic Rate" is the APR divided by 12. The APR on the date of determination is (a) the Index Rate plus (b) the Margin for the applicable category of Transactions.
- 8.2 The APR may change (increase or decrease) on the first day of your Billing Cycle that follows each Index Rate Adjustment Date based on movements in the Index Rate.
- 8.3 The new Index Rate will take effect on the first day of your next Billing Cycle that follows an Index Rate Adjustment Date. If the APR increases, your Minimum Payment amount may increase and it will take you longer to pay what you owe in full.
- 8.4 We use the Index Rate solely as a pricing index and do not represent it to be the lowest or best interest rate available to any of our borrowers at any given time. If The Wall Street Journal ceases to publish a Prime Rate, we may substitute another rate published in another publication or another index which we do not control as the Index Rate.
- 8.5 We will add a Margin to the Index Rate to calculate the APR. The Margin for each type of Transaction is shown on the Visa® CASH BACK REWARDS Credit Card Disclosure attached to this Agreement (the "Disclosure").

- 9 **Transaction Fees, Penalty Fees, and Additional Fees.** In addition to Finance Charges, we will assess certain "Transaction Fees" against your Account as more fully set forth in the Disclosure. We will also assess "Penalty Fees" and "Additional Fees" that are not included in the calculation of Finance Charges as set forth in the Disclosure. The Transaction Fees, Penalty Fees, and Additional Fees are sometimes collectively called "Fees".
- 10 **Currency Conversion and International Transactions.**
- 10.1 When you use your Card or Account at a merchant that settles in currency other than U.S. dollars, the Transaction will be converted into the U.S. dollar amount. The currency conversion rate used to determine the Transaction in U.S. dollars is either 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 the government-mandated rate in effect for the applicable central processing date.
- 10.2 The conversion rate in effect on the processing date may differ from the rate in effect on the Transaction date or the Posting Date. If applicable, an international service assessment will be charged to you and appear as a "International Transaction Fee" on your Monthly Statement at the rate outlined in the Disclosure.
- 11 **Payments.**
- 11.1 *Payment Obligations.*
- 11.1.1 All Payments must be made by cash, check, or money order in U.S. Dollars. Any check or money order used in Payment must be drawn on a financial institution located in the United States or its possessions.
- 11.1.2 Payments must be accompanied by your Account number or payment stub accompanying your Monthly Statement. You may not use Convenience Checks, proceeds of other loans with us, or funds obtained from a Cash Advance Transaction to make Payments to your Account.
- 11.1.3 We may accept Payments that are late, are partial Payments, are made with other negotiable instruments, or are marked with restrictive endorsements such as "payment in full" in each case without losing any of our rights under this Agreement.
- 11.1.4 Payments received by U.S. Mail by 5:00 p.m. central time, will be credited to your Account as of the date we receive them, unless the Payment does not conform to the requirements in this Paragraph 11.1.
- 11.1.5 If we accept a Payment for an amount in excess of your Balance, your Credit Limit will not be increased by the amount of such overpayment, nor shall we be required to authorize Transactions for an amount in excess of your Credit Limit.
- 11.2 Subject to applicable law, we will apply Minimum Payments to your Balance in the manner we so choose.
- 11.3 To the extent required by applicable law, each time you make an Excess Payment, we will apply the Excess Payment amount to that component of your Balance on which the highest APR is assessed until it is paid in full. Thereafter, we will apply Excess Payments to the remainder of your Balance until it is paid in full.
- 11.4 Credit Refunds are applied first to previous, then to current, Billing Cycle Purchase Transactions with any remainder applied as a Payment. We may, in our discretion, accept Payments that do not conform to the requirements as set out in your Monthly Statement. Payments and Credit Refunds posted after the Due Date, or that total less than the Balance, will reduce the Balance (and the Average Daily Balance) as of the date posted, but will not avoid a Finance Charge.
- 12 **Convenience Checks.** Convenience Checks are available at our discretion. If we make Convenience Checks available, they may only be used by Persons whose names are pre-printed on them. Each Convenience Check must be completed and signed in the same way you complete a personal check.
- 12.1 We may refuse to pay a Convenience Check if:
- 12.1.1 it is postdated;
- 12.1.2 the amount of the Convenience Check would, if paid, cause your Balance to exceed your Credit Limit;
- 12.1.3 it is signed by a Person whose name is not pre-printed on its face;
- 12.1.4 we or you have terminated or suspended your Card or Account for any reason; or
- 12.1.5 you have reported the Convenience Check as lost or stolen.
- 12.2 At our election, we may pay or return postdated Convenience Checks without in either case waiting until the date shown on the Convenience Check.
- 12.3 You agree that we are not obligated to return cancelled Convenience Checks to you and that if you need evidence of payment represented by a Convenience Check, a photocopy or similar reproduction will be satisfactory for such purposes.
- 12.4 If you want to stop payment of a Convenience Check, you must contact us at the telephone number and address listed in Paragraph 14. You must provide us with the check number, date transacted, dollar amount, and payee exactly as they appear on the Convenience Check on which you wish to stop payment (a "Stop Payment Order"). If your Stop Payment Order contains incomplete or incorrect information, you agree that we will not be responsible if we do not stop payment. You also agree that we will not be responsible for failing to stop payment if we do not receive your Stop Payment Order in time to give us a reasonable opportunity to take action before we are required by applicable law to pay or return the Convenience Check. Verbal Stop Payment Orders are valid for 14 calendar days. A Written Stop Payment Order is valid for 180 days unless you renew it in writing not less than two weeks prior to the end of that period.
- 12.5 If payment of a Convenience Check has been approved, refused, or stopped, you agree to hold us harmless and indemnify us for any losses, expenses and costs, including attorney's fees, incurred by you or us for allowing or preventing payment of such Convenience Check.
- 13 **Others Using Your Account.**
- 13.1 If you allow a Person (including but not limited to an Authorized User) to use your Card, Card Number, or Convenience Checks, you understand and agree that you are obligated to pay for all Transactions initiated by such Person as well as all Fees associated with those Transactions, whether or not you notify us that they are authorized to use your Card, Card Number, or Convenience Checks.
- 13.2 You may terminate a Person's right to use your Card, Card Number, or Convenience Checks by taking the following actions:
- 13.2.1 Recover possession of the Card and any Convenience Checks in such Person's possession; and
- 13.2.2 Notify us in writing that such Person's authority to use the Card, Card Number, and Convenience Checks is terminated, at which time such Person will be a "Terminated User".
- 14 **Unauthorized Use.**
- 14.1 If your Card is lost or stolen, or if you think that someone is using your Card, Card Number, or Convenience Checks without your permission, notify us immediately, orally or in writing at:
- HTLF Card Services  
P.O. Box 30495  
Tampa, FL 33630-3495  
Telephone Numbers
- Toll Free Customer Service:  
For Platinum Cardholders: (833).260.2135  
For Signature Cardholders: (833).208.3212
- 14.2 You may be liable for the unauthorized use of your Card, Card Number, or Convenience Checks that occurs prior to you notifying us of such use. You will not be liable for unauthorized use that occurs after you notify us, either by telephone or in writing, of the loss, theft, or possible unauthorized use of your Card, Card Number, or Convenience Checks and we have had a reasonable opportunity to act on such notice. In no event shall we be obligated to reissue a lost or stolen Card.
- 15 **Visa Zero Liability.**

- 15.1 Subject to certain limitations set forth in this paragraph, Visa offers you protection for Fraudulent Transactions initiated on your Account (the "Visa Zero Liability Policy"). Your rights under the Visa Zero Liability Policy are in addition to any rights you have under applicable law, as stated in the "YOUR BILLING RIGHTS" notice attached hereto.
- 15.2 The Visa Zero Liability Policy offers protection for Fraudulent Transactions, but does not offer protection for Unprotected Transactions.
- 15.3 Promptly after you receive your Monthly Statement, you must give us notice (a "Zero Liability Notice") if you believe a Fraudulent Transaction appears on such Monthly Statement. You and we agree that a Zero Liability Notice given to us more than 60 days after a Monthly Statement is made available to you is presumed not to be promptly given.
- 15.4 We will give you provisional credit for any Transactions with respect to which you have given us a prompt Zero Liability Notice. We will generally make provisional credit available to you within five (5) days after you give us a prompt Zero Liability Notice.
- 15.5 We may withhold, delay, limit, or rescind provisional credit if we conclude, after verification and investigation of your claim, account standing, and history, that (a) the Fraudulent Transaction occurred on account of your gross negligence or fraud, and/or (b) you did not promptly report unauthorized use of your Card, Card Number, or Convenience Checks as required in Paragraph 15.3.
- 16 **Termination.** Either you or we may terminate or suspend your credit privileges under this Agreement at any time. To terminate your Account, or any Authorized User's Card or Convenience Checks, you must notify us in writing. Upon termination or suspension, you are still obligated to pay your Balance. If you or a terminated Authorized User continue to use a Card, Card Number, or Convenience Checks after you receive notice of termination or suspension from us and we pay a fee to a Person to recover such Card or Convenience Checks, the amount of that fee may be charged to your Account as a Purchase Transaction, even after your Account has been closed.
- 17 **Other Loans You Have With Us; Right of Offset.** If you have other loans or credit extensions from us or take out other loans or credit extensions from us in the future, collateral securing those loans or credit extensions will also secure your obligations under this Agreement. If you have executed a written agreement with us or our Affiliate to whom we may have transferred the receivables associated with your Account, granting a security interest in any deposit accounts (checking, savings, or money market accounts) or other funds to secure your obligations with us or such Affiliate, such accounts and/or funds are additional collateral for your obligations arising from use of your Card, Account, or Convenience Checks.
- 18 **Default.**
- 18.1 You will be in ("Default") on this Agreement if:
- 18.1.1 you do not pay at least the Minimum Payment on or before the Due Date;
- 18.1.2 you try to exceed or do exceed your Credit Limit without our permission;
- 18.1.3 you become subject to bankruptcy or insolvency proceedings;
- 18.1.4 you or your property are subject to attachment or garnishment proceedings;
- 18.1.5 we reasonably deem ourselves insecure;
- 18.1.6 you are in default on any other loans or credit extensions from us or our Affiliates;
- 18.1.7 you provide us with any false information or signature;
- 18.1.8 you die; or
- 18.1.9 you fail to comply with any provision of this Agreement.
- 18.2 If you are in Default we may, at our option, declare the Balance due immediately without notice or demand. If you are in Default you authorize us to apply the funds in any deposit account in which we have a security interest to pay your Balance.
- 18.3 If your Account is referred for collection to an attorney who is not one of our salaried employees, you agree to pay reasonable attorneys fees as determined by the court, plus assessed court costs.
- 18.4 Our failure to exercise any of our rights under this Agreement, including acceptance of a Payment or Fees associated with the late Payment after a Due Date or after you have exceeded your Credit Limit, does not mean that we have waived our rights, nor will such failure prevent us from exercising our rights later.
- 18.5 Upon termination, you must return all Card(s) (cut in half) and all Convenience Checks (marked "Void") to us.
- 19 **Change of Terms.**
- 19.1 We may change the terms of this Agreement at any time including, but not limited to, the APR, the formulas we use in computing the Finance Charge, the method of computing the Minimum Payment, the types and amounts of Fees, and the method we use to calculate the Average Daily Balance on which the Finance Charge is assessed.
- 19.2 If we change this Agreement, we will give you prior notice as required by applicable law. If applicable law does not provide you with a right to reject the change or changes, such change in terms will become effective 30 days from the mailing of the notice of the change in terms to you.
- 19.3 If applicable law provides you the right to reject and you do not wish to accept the change or changes, you may reject the change or changes by notifying us of the rejection prior to the effective date of the change or changes at the toll-free telephone number provided in the notice. If you reject the change or changes, your ability to access the Credit Line or undertake a Transaction with respect to the Account will be terminated.
- 19.4 The following changes do not constitute a change of the terms of this Agreement: (a) an increase or decrease to the APR as a result of an increase or decrease to the Index Rate, and (b) a change to the address or telephone numbers provided in Paragraph 14.2.
- 20 **Privacy.** A copy of our Privacy Policy is sent to you when you open your Account, if any changes are made to the policy, and if required by law annually. Please contact us if you would like a copy. Our Privacy Policy describes how we collect, protect and use confidential financial information and other information about you and the circumstances in which we may share information about you with our affiliates and unaffiliated third parties. Our Privacy Policy also describes how you can (a) limit the ways we share certain kinds of information about you and (b) request corrections to the information we maintain about you.
- 21 **Agreement to Receive Disclosures Electronically.** If your Application is approved, you will be deemed to have agreed to receive E-Disclosures. "E-Disclosures" are electronic versions of disclosures and notices we are required to give you under this Agreement or applicable law (including, by way of example, Monthly Statements and all written communication from us to you such as changes to this Agreement contemplated in Paragraph 19). However, you will not begin to receive E-Disclosures until you enroll online by going to our web site, [www.ezcardinfo.com](http://www.ezcardinfo.com). If you choose to enroll in our E-Disclosures program, you will be deemed to have represented to us that you have security-protected access to a computer on which is loaded (a) browser software capable of processing 128-bit encryption (although other browsers may be able to process 128-bit encryption, we strongly recommend that you use Internet Explorer version 6.0 or higher), and (b) software capable of viewing, downloading, and printing E-Disclosures (such as Adobe Reader).
- 22 **Law that Applies.** This Agreement, and all matters arising out of the issuance and use of your Card, Card Number, Convenience Checks, and Account Number, shall be governed by federal law and the laws of the State of New Mexico. If any provision of this Agreement is held invalid, all valid provisions remain in effect.
- 23 **Important Information For:**
- 23.1 **Missouri Residents:** Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.
- 23.2 **Married Wisconsin Residents:** No provision of any marital property agreement, unilateral statement or court decree adversely affects our interest and/or rights unless, prior to the time the credit is granted or an open-end credit plan is entered into, we are furnished with a copy of the agreement or statement or decree or have actual knowledge of the adverse provision. You agree that any credit granted will be used in the interest of your marriage or family. If your application is approved, you will notify us if you have a spouse who needs to receive notification that credit has been extended to you.
- 23.3 **Members of the Armed Forces and Their Dependents:** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage

rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). Please call 1-800-958-9582 to have this Disclosure provided to you orally.

Arbitration provisions described in Paragraph 24 below do not apply to members of the Armed Forces and their dependents. Members of the Armed Forces and their dependents are not required to submit to arbitration or to waive any right to legal recourse under any State or Federal law.

**24 DISPUTES; ARBITRATION. PLEASE READ THIS PARAGRAPH 24 CAREFULLY. UNLESS YOU EXERCISE THE RIGHT TO OPT-OUT OF ARBITRATION IN THE MANNER DESCRIBED IN PARAGRAPH 24.10, YOU AGREE THAT ANY DISPUTE BETWEEN YOU AND US WILL BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO HAVE A JURY, TO ENGAGE IN DISCOVERY (EXCEPT AS MAY BE PROVIDED IN THE ARBITRATION RULES), AND TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES. YOU ALSO AGREE ANY ARBITRATION WILL BE LIMITED TO THE DISPUTE BETWEEN YOU AND US AND WILL NOT BE PART OF A CLASS-WIDE OR CONSOLIDATED ARBITRATION PROCEEDING.**

24.1 *Agreement to Arbitrate.* You and we agree that any Dispute, except as provided below, will be resolved by Arbitration. This agreement to arbitrate is governed by the Federal Arbitration Act (FAA), 9 U.S.C. § 1 and following and the substantive law of the State of New Mexico (without applying its choice-of-law rules).

24.2 *Arbitration Defined.* Arbitration is a means of having an independent third party resolve a Dispute. A "Dispute" is any controversy or claim between you and us. The term Dispute is to be given its broadest possible meaning and includes, without limitation, all claims or demands (whether past, present or future, including events that occurred prior to any Card being provided to you or any value loaded onto your Card), based on any legal or equitable theory (tort, contract, or otherwise), and regardless of the type of relief sought (i.e. money, injunctive relief, or declaratory relief). A Dispute includes, by way of example and without limitation, any claim based upon Transactions posted to your Account, marketing or solicitations to obtain your Card or Account, and the handling of your Card and Account whether such Dispute is based on a federal or state constitution, statute, ordinance, regulation, or common law, and including any issue concerning the validity, enforceability, or scope of this arbitration agreement.

24.3 *Choice of Arbitrator.* The party filing arbitration must choose either of the following arbitration firms for initiating and pursuing an arbitration: the American Arbitration Association or the National Arbitration Forum. If you claim you have a Dispute with us, but you do not initiate an arbitration or select an arbitrator, we may do so. You may obtain copies of the current rules of each of the arbitration firms and forms and instructions for initiating an arbitration by contacting them as follows:

American Arbitration Association  
335 Madison Avenue, Floor 10  
New York, NY 10017-4605  
Website: [www.adr.org](http://www.adr.org)

National Arbitration Forum  
P.O. Box 50191  
Minneapolis, MN 55405  
Website: [www.arbitration-forum.com](http://www.arbitration-forum.com)

24.4 *Arbitration Procedures.* The policies and procedures of the selected arbitration firm will apply provided that these are consistent with this arbitration agreement. To the extent the arbitration firm's rules or procedures are different than the terms of this arbitration agreement, the terms of this Agreement will apply.

24.5 *Cost of Arbitration.* We will pay the filing fee and any costs or fees charged by the arbitrator regardless of whether you or we initiate the arbitration. Except where otherwise provided by applicable law, each party will be responsible for its own attorneys' fees and other expenses. Unless prohibited by applicable law, the arbitrator may award fees, costs, and reasonable attorneys' fees to the party who substantially prevails in the arbitration.

24.6 *Place of Arbitration.* Unless you and we agree to a different location, the arbitration will be held in the same city as the U.S. District Court closest to your then current mailing address.

24.7 *Waiver of Rights.* You are waiving your right to a jury trial, to have a court decide your Dispute, to participate in a class action lawsuit, and to certain discovery and other procedures that are available in a lawsuit. The arbitrator has the ability to award all remedies available by statute, at law, or in equity to the prevailing party, except that you and we agree that the arbitrator has no authority to conduct class-wide proceedings and will be restricted to resolving the individual disputes between you and us. The validity, effect, and enforceability of this waiver of class action lawsuit and class-wide arbitration is to be determined solely by a court of competent jurisdiction and not by the arbitration firm or arbitrator. If the court refuses to enforce the class-wide arbitration waiver, or if an arbitration firm or arbitrator fails or refuses to enforce the waiver of class-wide arbitration, you and we agree that the Dispute will proceed in court and will be decided by a judge, sitting without a jury, under applicable court rules and procedures.

24.8 *Applicable Law and Judicial Review.* The arbitrator will apply applicable federal and New Mexico substantive law and the terms of this Agreement. The arbitrator must apply the terms of this arbitration agreement, including without limitation the waiver of class-wide arbitration. The arbitrator will make written findings and the arbitrator's award may be filed with any court having jurisdiction. The arbitration award will be supported by substantial evidence and must be consistent with this Agreement and applicable law or may be set aside by a court upon judicial review. Either party may seek judicial review of the arbitrator's decision according to applicable law.

24.9 *Other Provisions.* This arbitration provision will survive: (a) termination or changes in this Agreement or the relationship between you and us concerning your Card or Account; (b) the bankruptcy of any party; and (c) any transfer, sale or assignment of your Card and Account, or any amounts you owe to us, to any other Person.

24.10 *Right to Opt Out.* If you do not wish your Card to be subject to this Arbitration Agreement, you must advise us in writing by contacting us at the address set forth in Paragraph 15. Clearly print or type your name and Account Number and state that you reject arbitration. You must give written notice, and it is not sufficient to telephone us. Send only your notice to reject arbitration; do not include the notice with other correspondence to us. We must receive your letter at the above address within 60 days after the date this Agreement was provided to you or your rejection of arbitration will not be effective.

25 **Notices.** Notices we give to you in writing shall be deemed to have been given on the day they are deposited in the United States mail, properly addressed, with postage prepaid, to the address we have for you in our records. E-Disclosures are deemed to have been given on the day we send electronic mail to you. Notices that you send us will be effective when we actually receive them. If you have a joint account, a notice to one of you will serve as notice to both of you.

26 **Updating and Disclosing Financial Information.** At our request, you agree to update the information contained in your Application for an Account and any supplemental financial information you provided at that time. You agree that we may, from time to time, make inquiries pertaining to your credit standing and financial responsibility in accordance with applicable law. You also authorize us to obtain a credit report on you at any time in the future in connection with our review of your Account. We may release information to credit reporting agencies (such as Experian) and others, including our affiliates, about our experience with your Account. This could include negative information if you do not comply with the terms of this Agreement.

27 **Disclaimer of Liability.** You may be offered certain benefits and services as a member of our Visa® Consumer Credit Card Program and holder of a Card. We reserve the right to adjust, add or delete benefits and services at any time. We offer the Card, the Account, and related services and benefits in our interest and disclaim any duty or responsibility other than as expressly set forth in this Agreement.

28 **Assignment.** We have the right to assign and transfer your Account and any of our rights under this Agreement without your consent or notice to you. The Person to whom the Account and Agreement is assigned shall be entitled to all of our rights under this Agreement. You cannot transfer or assign your Account or Card to anyone.

29 **Contacting You.** In order to service your Account or collect any amounts you may owe, you agree that we may contact you using any contact information related to your Account, including contact information: (i) you have provided to us, (ii) from which you contact us or (iii) at which we believe we can reach you. We may use any means to contact you, which may include automated dialing services, prerecorded voice messages, mail, e-mail and text messages and calls to your cell phone. You are responsible for any amount charged by any service provider as a result of us contacting you. You agree to promptly notify us if you change any contact information you provide to us.

30 **Telephone Recordings.** You agree that we and our agents or service providers may monitor and/or record all telephone communications between you and us.

31 **Severability.** If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the rest of the Agreement will remain in effect and any such illegal or unenforceable provision will be amended in conformance with applicable law or voided.

- 32 **Captions for Reference Only.** Captions are intended solely as aids to convenient reference, and no inference as to intent with respect to this Agreement may be drawn from them.
- 33 **Addendum or Disclosure.** All addenda and disclosures given to you in connection with your Card and Account are incorporated by reference into this Agreement.
- 34 **Participation in Rewards Program.** Your participation in our rewards program ("Rewards Program") is subject to the Rewards Program Terms and Conditions available for viewing at [www.Savvy-Rewards.com](http://www.Savvy-Rewards.com).

## GLOSSARY

**Account:** HTLF Card Services have three consumer account programs: Cash Back Rewards Card, Secured Card, and University of Dubuque Affinity Card (individually or collectively called "Visa® Consumer Credit Card Account" or "Account") established by us for your benefit and the benefit of any Authorized Users pursuant to which you and any Authorized Users may, subject to the terms of this Agreement, access the Credit Line and other benefits provided by us.

**Account Number:** The unique identification number we assign to you with respect to your Account, which number may be different than your Card Number. Your Account Number will appear on each Monthly Statement.

**Application:** The application form provided to you by us or our authorized representatives pursuant to which you requested that we establish an Account for you and any Authorized Users.

**ATM:** Automated teller machine.

**Authorized User:** A Person to whom we issue a Card to at your direction that is not a joint applicant on the Account. A Person shall remain an Authorized User until you direct us in writing to terminate such Person's privileges and we have a reasonable opportunity to act upon such written direction.

**Balance:** The amount owing to us as a debit on the Account or an amount reflected as a credit to you on the Account.

**Balance Transfer Transaction:** A Transaction involving the transfer of a balance owing from another credit card account to your Account.

**Billing Cycle:** A period of time (approximately 30 days in length) established by us with respect to your Account that will serve as the basis for calculating Finance Charges and the date Minimum Payments are due.

**Card(s):** The physical card issued by us containing the cardholder's name and the Card Number assigned by us for use by such cardholder.

**Card Number:** The 16-digit number embossed on the face of a Card that links the Card to a particular Account.

**Cash Advance Transaction:** A Transaction that involves the use of a Card at Visa affiliated financial institutions, ATMs, or by other means permitted by Visa from time to time to obtain cash against your available Credit Limit.

**Closing Date:** The date on which a Billing Cycle ends.

**Convenience Check:** A check provided by us to you that may be used to make a payment to a Person through access of the Credit Line on your Account.

**Convenience Check Transaction:** A Transaction that involves the use of a Convenience Check to purchase or lease goods and/or services.

**Credit Limit:** The maximum amount of credit we will extend to you under this Agreement through your Account, which at any point of determination shall equal the sum of all Transactions and any Fees or Finance Charges that may be imposed less all Payments and Credit Refunds that have been made on the Account.

**Credit Line:** The credit that we are extending to you with respect to the Account.

**Credit Refund:** A refund, adjustment or credit reported by a merchant that is credited to your Account.

**Default:** As defined in Paragraph 18.

**Due Date:** The date identified in each Monthly Statement as the date on which the Minimum Payment for the applicable Billing Cycle is due, which date shall initially be twenty five (25) days after the Closing Date for such Billing Cycle.

**Excess Payment:** As defined in Paragraph 6.2.

**Fees:** As defined in Paragraph 9.

**Finance Charges:** Any fee representing the cost of credit, or the cost of borrowing (calculated using the methods described in Paragraphs 7 and 8).

**Force Majeure Event:** Any cause beyond our absolute control, including without limitation, acts of God, acts of war or terrorism, riot, earthquake, fire, explosion, natural disaster, flooding, embargo, sabotage, interruptions or malfunctions of utilities, communications or computers, and any government law, ordinance, rule, regulation, order or action.

**Fraudulent Transactions:** Transactions initiated by a Person who obtains and uses your Account Number, Card Number, or Card without your knowledge or consent.

**Index Rate:** The interest rate designated as the prime interest rate in *The Wall Street Journal* ("WSJ") (the "Prime Rate") on the last business day of each month, or the day immediately preceding such date on which The Wall Street Journal is published, if The Wall Street Journal does not publish a Prime Rate on the last business day of a month.

**Index Rate Adjustment Date:** On the first day of each month.

**International Transaction:** A Transaction where the country of the merchant is outside the United States.

**Margin:** For a particular type of Transaction, the amount that is shown as the "Margin" on the Visa® CASH BACK REWARDS Credit Card Disclosure attached to this Agreement (the "Disclosure").

**Minimum Payment:** With respect to a Billing Cycle, the minimum amount that must be paid on the Account by the Due Date for such Billing Cycle, which amount shall be determined in accordance with the procedures set forth in Paragraph 6.1

**Monthly Periodic Rate:** As defined in Paragraph 8.1.

**Monthly Statement:** The statement with respect to the Account generated at the end of each Billing Cycle during which one of the activities listed in Paragraph 5.1 occurred that details all Transactions, Payments and imposition of Finance Charges and any Fees on the Account during such Billing Cycle.

**Over Limit Amount** means the amount by which your Balance exceeds your Credit Limit at any time.

**Party:** As the context requires, either us or you.

**Payment:** The delivery to us of cash, check or money order in U.S. Dollars with the direction to apply such amounts to the Account.

**Person:** As the context requires, a human being and/or any firm, corporation, partnership (including, without limitation, general partnerships, limited partnerships, and limited liability partnerships), limited liability company, joint venture, business trust, association or other legal entity.

**PIN Transactions:** Transactions initiated through the use of a personal identifying number assigned by us to your Card.

**Posting Date:** The date a Transaction is posted to your Account.

**Purchase Transaction:** A Transaction involving the use of a Card or Card Number to purchase or lease goods and/or services.

**Transaction** An action (whether or not initiated by the Cardholder) that causes an addition to, or subtraction from, your Account balance other than Payments or the imposition of Fees or Finance Charges.

**Unprotected Transactions:** Transactions (a) initiated at ATMs, (b) PIN Transactions not processed by Visa, (c) Convenience Check Transactions, and (d) Transactions by Authorized Users that exceed the authority you give them.

**You** and **Your** mean the Person, and any joint applicant, who applied for the Visa® Consumer Credit Card Account by completing an Application.

**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 Monthly Statement, write to us at the billing inquiries address on your statement.

In your letter, give us the following information:

- **Account information:** Your name and Account Number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your Monthly 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 Monthly Statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**WHAT WILL HAPPEN AFTER WE RECEIVE YOUR LETTER.**

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

1. Within 30 days of receiving your letter, we must tell you that we received 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 your Credit Limit.

**After we finish our investigation, one of two things will happen:**

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable Finance Charges 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 Monthly Statement 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 Monthly Statement. 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 Monthly Statement is correct.

**YOUR RIGHTS IF YOU ARE DISSATISFIED WITH YOUR CREDIT CARD PURCHASES.**

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

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

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a Convenience 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 the billing inquiries address on your statement.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

**REPORT A LOST OR STOLEN CARD IMMEDIATELY**

Please notify HTLF Card Services immediately if your Card is lost or stolen. For Platinum Cardholders, you may telephone Customer Service at (833).260.2135 Toll Free to report the loss, theft, or possible unauthorized use of the Card. For Signature Cardholders, you may telephone Customer Service at (833).208.3212 Toll Free to report the loss, theft or possible unauthorized use of the Card. You may be liable for the unauthorized use of the Card, but you will not be liable for unauthorized use that occurs after you notify HTLF Card Services, verbally or in writing, of the loss, theft or possible unauthorized use of your Card. In any case, your liability for unauthorized use of the Card will not exceed \$50. Do not use your Account after you report a lost or stolen Card.



## Visa® CASH BACK REWARDS Credit Card Disclosure

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchase Transactions and Balance Transfer Transactions</b>	<b>0%</b> Intro APR for the first 12 billing cycles that your Account is open. After first 12 billing cycles, <b>14.50%</b> APR. This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advance Transactions and Convenience Check Transactions</b>	<b>24.50%</b> This APR will vary with the market based on the Prime Rate.
<b>Penalty APR</b>	<b>None</b>
<b>Paying Interest</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on Purchase Transactions and Balance Transfer Transactions if you pay your entire balance by the due date each month.  We will begin charging interest on Cash Advance Transactions and Convenience Checks Transactions on the posting date.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .

Fees	
<b>Annual Fee</b>	<b>None</b>
<b>Transaction Fees</b>	<ul style="list-style-type: none"> <li>• Cash Advance: Either <b>\$5.00</b> or <b>3%</b> of the amount of each Cash Advance Transaction, whichever is greater.</li> <li>• Convenience Check: Either <b>\$5.00</b> or <b>3%</b> of the amount of each Convenience Check you write, whichever is greater.</li> <li>• Balance Transfer: Either <b>\$5.00</b> or <b>3%</b> of the amount of each Balance Transfer, whichever is greater.</li> <li>• International Transaction: <b>3% of each transaction in U.S. Dollars</b></li> </ul>
<b>Penalty Fees<sup>1</sup></b>	<ul style="list-style-type: none"> <li>• Late Payment: <b>Up to \$35.00</b></li> <li>• Returned Payment: <b>Up to \$35.00</b></li> </ul>

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)." See your account agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

Please note that the Prime Rate adjusts on Index Rate Adjustment Dates as set forth in the Agreement and adjustments are effective on the first day of the next Billing Cycle. The credit disclosures above were effective as of [redacted]. Such disclosures were accurate as of that date and are subject to change after that date. Please contact HTLF Card Services for any change in the credit disclosures after the effective date above by calling [1-866-260-8708] Toll Free.

The following Margins are added to the Prime Rate and are used to calculate the APR: Purchase Transactions and Balance Transfer Transactions have a 9.50% Margin; Cash Advance Transactions and Convenience Check Transactions have an 19.50% Margin. The "Monthly Periodic Rate" is the APR divided by 12: Purchase Transactions and Balance Transfer Transactions have a 1.20833% Monthly Periodic Rate; and Cash Advance Transactions and Convenience Check Transactions have a 2.04166% Monthly Periodic Rate.

The following Additional Fees also apply to your Account:

- Returned Convenience Check Fee: Up to \$20.00 per returned Convenience Check if we return it unpaid for any reason listed in paragraph 2 or 12 of the Agreement.
- Statement Copy Fee: \$3.00 per monthly periodic statement copy requested.
- Transaction Copy Fee: \$13.00 per transaction or Convenience Check copy requested.
- Rush Card Fee: Up to \$50.00 per card or PIN mailed to the cardholder in an expedited manner.

**Visa Account Updater:** Beginning in October 2017, Visa requires all financial institutions to participate in Visa Account Updater (VAU) for debit and credit cards. VAU will provide updates to merchants who maintain your card information on file to process your recurring payments (ex. subscriptions services or utility companies, etc). This is only for recurring payment merchants. This service allows merchants to receive your updated card information when you receive a new card for any reason (ex. expired card, lost or stolen card, etc). The bank is providing you the ability to opt-out of VAU. If you choose to do so, please contact your local branch.

<sup>1</sup> Penalty Fees: the penalty fee of each type is \$26; \$35 for subsequent occurrences of the same type that are within 6 billing cycles of a previous occurrence. The Late Payment fee or Return Payment fee will not exceed your Minimum Payment Due. The Late Payment fee will be assessed if we do not receive the Minimum Payment within 10 days after the Closing Date that follows the Due Date for that Payment.