

## WEST SUBURBAN BANK VISA

### Retail Installment Credit Agreement and Disclosure Statement

The following is your agreement. Please read it and keep it for your records. The Agreement covers your Visa Credit Card (herein referred to as the "Card") and your credit card account with West Suburban Bank. When you, and your joint account holders, apply for, sign, use or permit others to use the Card, you will be bound by this agreement. Authorized users on your account will be bound by this agreement to the extent of their purchases and advances. You do not have to sign the Agreement, but you must sign the card in order to use it. Use of the card constitutes your agreement to the following terms and conditions:

**OWNERSHIP OF THE CARD:** All Cards remain the property of West Suburban Bank. The Cards must be returned or surrendered to us or our agent upon our request.

**CREDIT LIMIT:** You will be advised of the credit limit for your credit card. You agree not to allow your outstanding balance to exceed your credit limit. However, if your credit limit should be exceeded, we will still charge you for all Purchases and Advances without giving up any of our rights. West Suburban Bank also reserves the right to increase or decrease your credit limit.

**PURCHASES, CASH LOANS (ADVANCES) AND CHECKS (ADVANCES):** Your credit card account is a revolving loan account which may be accessible, up to the credit limit, as follows:

1. Purchases of goods and services ("Purchases") using the Card
2. Cash Loans ("Advances") from any Bank that accepts the Card
3. Checks ("Advances")

You will owe for all amounts charged and borrowed by use of the Card, plus any finance charges, plus any other charges or fees as provided for in this Agreement. All amounts are payable in U.S. dollars.

We have no responsibility for the failure of a merchant, financial institution, or any other party to honor your Card.

**FOREIGN TRANSACTIONS:** If you use your Card for transactions in foreign countries and/or foreign currencies, the transactions will be assessed an international transaction fee of 1.50% on the converted U.S. dollar amount. The rate of exchange for international transactions using the Card is the wholesale market rate or government mandated rate in effect for Visa International's processing date. This fee does not apply to transactions conducted in US military bases, territories, embassies, or consulates.

International ATM owners are permitted to impose an ATM access fee on cash disbursement transactions. International cash disbursement transactions will also incur a Visa Cash Disbursement fee.

- The Visa Cash Disbursement fee assessed on international ATM cash transactions where an access fee has not been imposed will be US \$1.25.
- The Visa Cash Disbursement fee assessed on international ATM cash transactions where an access fee has been imposed will be US \$0.50.

**MONTHLY STATEMENT:** If you have a balance in your account, you will receive a statement monthly. Your payment is due 25 days after the billing date on your statement.

**MINIMUM PAYMENTS:** You may pay off your total balance each month. If you elect not to pay off your new balance in full, you may pay in monthly installments, but you must pay at least the minimum payment due on the statement. The minimum payment will be:

If Your New Balance Is:	You Must Pay at Least:
\$20.00 or less	The entire amount
\$20.01 - 666.00	\$20.00
\$666.01 or more	3% of the New Balance

In addition to the above amount, your minimum payment will include any amounts past due and any amount in excess of your credit limit, rounded down to the nearest dollar.

Payments to your account will be applied in the following order: finance charges, other charges, billed and unpaid Advances, and then oldest Purchases. Any excess will be applied to unbilled transactions in the order in which they are posted to the account (provided that if both Advances and Purchases are posted to the account on the same day, any excess would be applied first to the Advances and then to Purchases) and then to unbilled finance charge, rounded down to the nearest dollar.

**FINANCE CHARGES:** We calculate the Finance Charge on your account by applying the Periodic Rate to the Actual Daily Balance of your account. To determine the Actual Daily Balance, we use the beginning balance of your account each day, add any new Purchases or Advances, and subtract any payments, credits, and unpaid Finance Charges or other charges or fees. The resulting dollar amount is the Actual Daily Balance. Finance charges will be imposed on any new purchases only if they are not paid in full within 25 days after the statement date. All Advances (including checks) will be included in the Actual Daily Balance as of the transaction date of such Advances; there is no time period within which payment may be made in order to avoid Finance Charges on Advances.

The Annual Percentage Rate and the Periodic Rate will be determined separately for each billing cycle. For VISA GOLD accounts, the Annual Percentage Rate will be the Prime Rate plus 5% per annum. For VISA CLASSIC accounts, the Annual Percentage Rate will be the Prime Rate plus 6% per annum. The "Prime Rate", as used herein, means the Prime Rate as announced and published from time to time in *The Wall Street Journal* and in effect on the first day of each month. In the event that more than one Prime Rate is published in *The Wall Street Journal* as of the first day of any month, the highest Prime Rate published will be used. The periodic rate used to compute Finance Charge will be equal to 1/365 to the Annual Percentage Rate in effect for the billing cycle.

Based upon a Prime Rate of 4.00 % as of the date of printing, the Periodic Rates used to compute Finance Charges would be 1.0625% per month for VISA GOLD accounts and 1.1458% per month for VISA CLASSIC accounts, and the corresponding Annual Percentage Rates would be 12.75% for VISA GOLD and 13.75% for VISA CLASSIC accounts. The actual Periodic Rates and Annual Percentage Rates will vary based upon changes in the Prime Rate. Increases or decreases in the Periodic Rates and the corresponding Annual Percentage Rates will take effect on the first day of each billing cycle, based upon the Prime Rate in effect on the first day of the month in which the billing occurs. The effect of an increase of the Annual Percentage Rate will be an increase in Finance Charges.

For both VISA GOLD and VISA CLASSIC accounts, the Annual Percentage Rate will not exceed 18.5 % per annum regardless of the Prime Rate. The VISA CLASSIC accounts will not fall below 13.75 % and the VISA GOLD accounts will not fall below 12.75 % per annum, regardless of the Prime Rate. Finance Charges will continue to accrue until the account balance is paid in full.

**ADDITIONAL CHARGES:** Additional charges, which we may assess, include a \$29.00 late charge for any minimum payment not received within 5 days of the due date, and a \$29.00 charge for any payment returned unpaid. Duplicate statement requests will incur a \$5.00 charge. Replacement Card requests will incur a \$5.00 charge.

**CASH ADVANCE FEE:** A cash advance fee will be assessed each time you obtain a cash advance using the card or special checks. That fee will be equal to 3% of the amount of the cash advance or check, but not less than \$10.00.

#### NO ANNUAL FEE

**CHANGE OF ADDRESS:** You will notify us of any address change in writing before the address change becomes effective.

**ASSIGNMENT:** We can assign your account and any of our rights under this Agreement without your consent or notice to you.

**COLLATERAL:** Your revolving account is unsecured, except to the extent that you may have expressly given us a security interest pursuant to the terms of another document executed by you. Notwithstanding the terms of any other document you may have executed, the indebtedness incurred under this Agreement shall not be secured by a consensual security interest in property used as your dwelling.

**ENTIRE BALANCE DUE:** If you fail to make a required payment when due or break any other promise under this Agreement, we can declare the entire balance of your account due and payable at once without notice on demand. We can also do this if you make any false or misleading statements on your application, if you die, if a bankruptcy petition is filed by or against you as a debtor, or if we reasonably believe the chances of your making payments are impaired.

**COLLECTION COSTS:** To the extent permitted by applicable law, you agree to pay all costs and disbursements, including attorney's fees, incurred by us in attempting to collect or enforce your indebtedness whether or not suit is filed.

**OTHERS USING YOUR ACCOUNT:** You promise to pay for all purchases and advances made by anyone you authorize to use your account, whether or not you notify us that they will be using it. If someone else is authorized to use your credit card account and you want to end that person's privilege, you must let us know in writing, and if he or she has a Card, you must return that Card cut in half, with your written notice. Any credit extended to any minor who is a member of your family by use of the Card will be conclusively presumed to be for necessity of life and consented to by you.

**CANCELLATION:** We can cancel your account, refuse to allow further transactions, or revoke your Card at any time. You may cancel your account by writing us, returning all Cards and paying off your balance in full. Cancellation of your account will not affect your liability to us for credit we have extended to you.

**JOINT AND SEVERAL LIABILITY:** You and each person whose signature appears on your application will be jointly and severally liable to us for all obligations under this agreement. We may collect from or sue any one or more of you without giving up any of our rights against the others. This Agreement is also binding upon your heirs, personal representatives, successors and assigns.

**CHANGE OF TERMS:** We can change the terms of this Agreement at any time provided we send you notice (at your address shown on our records) of the change at least 15 days prior to the effective date of the change.

**LOST OR STOLEN CARD:** If your Card is lost or stolen, or if you are afraid someone may use it without permission, you must notify us at once, Call 1-800-258-4009. Once you have notified us, do not use the Card if you should get it back. If your Card is used by an unauthorized person, you may be liable, but not for more than \$50.00. You will not be liable for any Purchases or Advances made after you have notified us of the loss or theft by phone at the number listed previously.

**DISCLAIMER OF LIABILITY:** We offer the Card and related services in our own interests and disclaim any duty or responsibility other than those expressly set forth in this Agreement.

**APPLICABLE LAW:** This Agreement will be governed by the law of Illinois, regardless of where Purchases or Advances are made. At our election, venue for all disputes will be the Circuit Court of DuPage County, Illinois or any other legal forum of our choice.

You agree not to use the Card for any illegal transactions.

**WAIVER:** You hereby waive diligence, demand, presentment, notice, protest, notice of dishonor, and other similar legal procedures which otherwise may be applicable to us. No delay on our part in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by us of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

### YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FURTHER USE

This notice contains important information about your rights and responsibilities under the Fair Credit Billing Act.

**NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL:** If you think your bill is wrong, or if you need more information about a transaction on your bill, write us (on a separate sheet) at: West Suburban Bank/Visa, P. O. Box 1269, Lombard, IL 60148. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

### IN YOUR LETTER, GIVE US THE FOLLOWING INFORMATION:

- 1) Your name and account number
- 2) The dollar amount of the suspected error
- 3) Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure of.

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

**YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE:** We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amounts. In either case, we will send you a statement of the amount you owe and the date that it is due.

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

If we do not follow these rules, we cannot collect the first \$50.00 of the questioned amount, even if your bill was correct.

**SPECIAL RULES FOR CREDIT CARD PURCHASES:** If you have a problem with the quality property or services that you purchase with a 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 property or services. There are two limitations on this right:

1. You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address, and
2. The purchase price must have been more than \$50.00

(If we own or operate the merchant, or if we mail you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.)

West Suburban Bank/VISA  
P.O. Box 1269  
Lombard, IL 60148

