



CARDMEMBER AGREEMENT

This Cardmember Agreement, together with your Pricing and Terms Schedule, contains the terms and conditions that apply to your credit card Account. The Bank of Missouri has issued your credit card Account and assigned its servicing rights and other rights to Home Credit US, LLC. When you use your Account, you have accepted this Agreement.

1 DEFINITIONS

“Agreement”	This Cardmember Agreement and your Pricing and Terms Schedule.
“Account”	Your credit card Account which can be accessed through an assigned Account number or card.
“we,” “us” and “our”	The Bank of Missouri, Home Credit US, LLC, and their respective successors and assigns.
“you” and “your”	All individuals listed on the credit card application and everyone you authorize to use the Account or who is issued a card.
“APR”	The annual percentage rate, more commonly referred to as the interest rate.
“DPR”	The daily periodic rate, which is the APR divided by 365 days (366 days in leap years).
“Balance Category”	The classifications we use to track your Account transactions, such as (i) Purchases; (ii) Balance Transfers; (iii) Cash Advances; and (iv) Special Offers.

2 ACCOUNT USE

You may use your Account to make Purchases. If your Account is eligible, you may also use your Account to make Balance Transfers and Cash Advances.

When you use your Account you are agreeing to pay us back.

You are responsible for all transactions on your Account including all transactions made by anyone you authorize to use your Account or who is issued a card.

In our sole discretion, we may decline your transactions and we are not liable to you if we do so.

We may delay the delivery of a card to you until we have evaluated your payment behavior and you have demonstrated your intention to repay us.

3 BALANCE CATEGORIES

“Purchases”	The purchase of goods or services using your Account.
“Balance Transfers”	The use of your Account to transfer balances from other credit card companies.
“Cash Advances”	The use of your Account to obtain cash from participating automated teller machines, financial institutions, or other locations.
“Special Offers”	The use of your Account for introductory, promotional, deferred interest, or Equal Payment Feature (EPF) offers. These Special Offers will be individually tracked on your monthly statement and each treated as its own Balance Category. If we provide you with Special Offers after your Account is opened, the terms and conditions of those Special Offers will be delivered to you through separate materials.

4 CREDIT LIMIT

We will establish a credit limit for your Account.

We may limit the amount of your credit limit that is available for Balance Transfers and Cash Advances.

We may increase or decrease your credit limit at our sole discretion.

You agree to not exceed your credit limit. If you exceed your credit limit, you agree to immediately repay any amount that exceeds your credit limit.

We may restrict your access to your full credit limit even if we have already credited your Account for a payment until we have confirmation that the payment has been honored.

5 CHECKS THAT ACCESS YOUR ACCOUNT

If Balance Transfers and Cash Advances are available on your Account we may provide you with checks that can be used for completing those types of transactions.

If a Special Offer applies to the checks that we provide to you, the terms of that Special Offer will be described in the documents that accompany the checks.

You may not use these checks to make payments on any Account with us.

6 MONTHLY STATEMENTS

We will send you a monthly statement each billing cycle your Account has a balance. Each billing cycle will generally cover the same time period each month.

These monthly statements will show you the statement closing date; the previous statement balance; all new transactions, fees, and interest charges for the billing cycle; the new statement balance; the minimum monthly payment due; and your payment due date.

Your minimum monthly payment will be due on the same day each month.

7 PAYMENTS

How we will calculate your required minimum monthly payment

The required minimum monthly payment you must pay will be:
Your new balance if it is less than \$25; or
The greater of:
(a) \$25 or
(b) 3% of your new balance (excluding EPF balances) plus:
The current billing cycle's fees and finance charges,
EPF monthly payment(s), and
Any past due amount.

How to make payments

You may pay your full Account balance at any time, but, you must pay at least the required minimum monthly payment due by 5:00 p.m. CT on the due date depicted on your statement. Payments received after 5:00 p.m. CT will be credited the next business day.

Payments must be made in U.S. Dollars and through a U.S. Bank. Payments may be made through our mobile application, online at www.homecreditus.com/myAccount, by calling 855-456-8048, or by mailing your payment to the address listed on your statement.

If we accept payments that are in foreign currency through non-U.S. Banks you will be responsible for any extra costs associated with the processing of payments made in foreign currency.

We may accept payments marked "paid in full" or similarly marked without losing our right to receive complete payment of all amounts owed.

How we will apply your payments

We will apply your required minimum monthly payment in the manner we choose, including in a manner that is favorable to us. If you make a payment in excess of the required minimum monthly payment, we will apply the excess payment first to balances with the highest APR and any remaining amounts to your other balances with lower APRs in descending order. If you have a balance subject to deferred interest, we will apply any excess payment first to that deferred interest balance during the final two billing cycles of the deferred interest period for that balance.

8

INTEREST

How interest rates (APRs) are calculated

You will find the APRs (and the corresponding DPRs) that apply to your Account in the Pricing and Terms Schedule.

Variable APRs are calculated by adding a margin to an index. The margin and index used to calculate variable APRs are shown in the Pricing and Terms Schedule.

DPRs are calculated by dividing the corresponding APR by 365 days (366 days in leap years).

If there is an increase in a variable APR, your interest charges will increase and your required minimum payment may also increase.

How interest is charged

Interest will be charged by applying the applicable APR to the outstanding balance for each Balance Category. Interest will not be charged on any outstanding balance that is subject to a grace period.

Grace period

To avoid paying interest on Purchases, you must pay your new statement balance by the due date each billing cycle.

If you do not pay your new statement balance in any billing cycle, you will not receive a grace period on new Purchases and will be charged interest from the date of those transactions.

To regain the grace period on Purchases, you must pay your new statement balance for two consecutive billing cycles.

Balance Transfers and Cash Advances have no grace period. We begin charging interest on Balance Transfers and Cash Advances on the transaction date.

Balance computation method

We calculate interest charges each billing cycle using a method called "Average Daily Balance (including new transactions)."

First, we calculate your daily balance for each Balance Category by:

Taking the beginning balance;
Adding in new transactions; and
Subtracting any payments and credits.

The result is the daily balance for each Balance Category. Transactions that are subject to a grace period are not added to the daily balance.

Second, we calculate your Average Daily Balance for each Balance Category by:

Adding together all the daily balances for each Balance Category; and
Dividing the result by the number of days in the billing cycle.

After we calculate your Average Daily Balance for each Balance Category, we determine your interest charge by:

Multiplying your Average Daily Balance for each Balance Category by the DPR for that Balance Category; and
Multiplying the result by the number of days in the billing cycle.

We treat credit balances as a zero balance for purposes of this calculation.

Minimum Interest Charge

If you are charged interest, it will not be less than \$1.00. This "Minimum Interest Charge" is disclosed in your Pricing and Terms Schedule.

Active duty military and their dependents	<p>If you are a member of the military on active duty or the dependent of an active duty military member on active duty at the time you open your Account, the Military Lending Act provides you with additional rights and protections.</p> <p>You are protected under the Military Lending Act if any of the following apply to you at the time you open your Account: (i) You are a member of the U.S. armed forces on active duty under a call or order not specifying a period of 30 days or less; (ii) You are an active Guard or Reserve; or (iii) You are the spouse or dependent of a person who qualifies under (i) or (ii).</p> <p>Federal law provides important protections to active duty members of the Armed Forces and their dependent 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; and applicable 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).</p> <p>You can contact us at 855-456-8048 to listen to these disclosures and obtain information about payments.</p>
---	---

9 OTHER FEES	
Foreign Transaction fee	If you make a transaction in a currency other than U.S. Dollars, with a merchant outside of the U.S. or its territories, or while you are outside of the U.S. or its territories, you may be charged a Foreign Transaction fee. The amount of this fee is listed in the Pricing and Terms Schedule.
ATM fee	If you use an ATM with your Account, you may be charged a fee by the owner/operator of the ATM.
Late Payment fee	If we do not receive your required minimum monthly payment by the due date, we may charge you a late fee as listed in the Pricing and Terms Schedule. The amount of this fee will be determined by your minimum monthly payment due and the number of late payments you have made in the last 6 billing cycles.
Returned Payment fee	If you have a payment that is dishonored for any reason, we may charge you a returned payment fee as listed in the Pricing and Terms Schedule. The amount of this fee will be determined by the amount of the returned payment and the number of returned payments you have made in the last 6 billing cycles.
Copy fee	If you request additional copies of any documents related to your Account, we may charge you a fee of \$5 for each additional copy. We will provide you with one complimentary copy of a legal disclosure, periodic statement or sales draft every 6 months.
Expedited Payment fee	If you request an expedited payment through the assistance of a customer service representative, we may charge you a fee. We will disclose the fee at the time of your request.
Expedited card fee	If you request the expedited delivery of a card, we may charge you a fee. We will disclose the fee at the time of your request.
Additional or replacement card fee	If you request an additional or replacement card, we may charge you a fee. We will disclose the fee at the time of your request.
Stop payment fee	If you request to stop or cancel a payment on your Account, we may charge you a stop payment fee. We will disclose the fee at the time of your request.

10 FOREIGN CURRENCY CONVERSION

If you make a transaction other than in U.S. Dollars, the amount of the transaction will be converted to U.S. Dollars pursuant to the regulations of the applicable credit card network (e.g. MasterCard®, VISA®). Those regulations currently provide that the conversion rate may be either a wholesale market rate or a government-mandated rate. The currency conversion rate in effect on the date your transaction is posted may differ from the rate in effect on the transaction date.

11 DEFAULT AND DEMAND FOR IMMEDIATE REPAYMENT

We may close your Account and, to the extent allowed by applicable law, demand immediate repayment of all amounts owed on your Account if you:

- Fail to pay a required minimum monthly payment when due;
- Inform us that you have no intention to repay us;
- Make a payment that is not honored;
- File for bankruptcy or proceedings are initiated against you for insolvency, receivership, or liquidation;
- Provide any false information to us;
- Exceed your credit limit;
- Violate the terms of this Agreement or any other agreement you have with us;
- Violate the terms of any loan agreement, promissory note, or other obligation to repay money to anyone else; or
- Otherwise give us reason to doubt your ability to pay us back.

If you make a partial payment to us after one of these events has occurred, we may still demand immediate repayment of all amounts owed.

12 CLOSING YOUR ACCOUNT

We may close or suspend your Account at any time for any reason with or without advance notice to you. We will notify you as required by applicable law.

You may close your Account by notifying us in writing or calling us at 855-456-8048.

If your Account is closed by you or by us, you must still repay the amount owed on your Account.

13 CHANGES TO THIS AGREEMENT

We may change the terms of your Account and this Agreement at our discretion as allowed by law, including increasing or decreasing your interest rate and fees, and adding, modifying, or deleting provisions.

We will notify you of any changes to this Agreement and provide you with the opportunity to reject those changes as required by law.

14 HOW WE WILL COMMUNICATE WITH YOU AND OTHERS ABOUT YOUR ACCOUNT

How we will communicate with you.

We may contact you by phone call, text message, push notification, or email using live operators, automatic dialing devices, or prerecorded or artificial voice messages at home or at work and you agree that those contacts will not be considered unsolicited.

How we will communicate with credit bureaus and others.	If you provide us with your mobile number, you agree that we have your prior express consent to contact you at that mobile number, including for collection purposes, using automatic dialing devices, or prerecorded or artificial voice messages.
	You may opt-out from being contacted through the use of automatic dialing devices or prerecorded or artificial voice messages by calling 855-456-8048 or by writing us at P.O. Box 2394, Omaha, NE 68103-2394.
	We will automatically send you payment, fraud, account maintenance, and customer survey related SMS text alerts to the mobile number you provide us. For assistance or to opt-out from receiving these SMS text alerts reply HELP or STOP at any time.
	You may opt-in to receiving additional SMS text messages such as Account alerts, loyalty, and promotional alerts. You may opt-in, opt-out, and customize your Account alerts at www.homecreditus.com/myAccount . For assistance or to opt-out of these alerts text HELP or STOP at any time.
	Carrier message and data rates may apply. Fraud alerts are sent free to end user. Message frequencies may vary. If you have any questions regarding these alerts, please call customer service at 855-456-8048. Phone calls we make to you or receive from you may be monitored or recorded.
	You agree to notify us immediately of any change in your mailing address, email address, or telephone number.
When you applied for your Account, you consented to us obtaining consumer report information about you from credit bureaus and other persons for the purposes of extending credit to you and reviewing, servicing, and maintaining your Account.	
We may report information about you and your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.	

15 | ARBITRATION AND CLASS ACTION WAIVER

THIS ARBITRATION PROVISION WILL NOT APPLY TO YOU IF: (i) you are a member of the U.S. armed forces on active duty under a call or order not specifying a period of 30 days or less; (ii) you are an active Guard or Reserve; or (iii) you are the spouse or dependent of a person described in (i) or (ii).

Class action waiver	<p>A “Class Action Proceeding” is any court proceeding or arbitration brought on behalf of a group or class. To the fullest extent allowed under the law, you and we both agree that:</p> <p>Claims will not be pursued in Class Action Proceedings;</p> <p>You waive the right to initiate or participate in class action Proceedings against us;</p> <p>We waive the right to initiate or participate in Class Action Proceedings against you;</p> <p>If anyone else initiates a Class Action Proceeding against you, we may not and will not join the proceeding or participate as a member of the class; and</p> <p>If anyone else initiates a Class Action Proceeding against us, you may not and will not joint the proceeding or participate as a member of the class.</p>
---------------------	---

<p>How arbitration works</p>	<p>The American Arbitration Association (“AAA”) will conduct the arbitration according to this arbitration provision and the applicable AAA arbitration rules in effect when the claim is filed (“AAA Rules”). If the AAA Rules conflict with this arbitration provision, this arbitration provision will control. You can obtain a copy of the AAA Rules on the AAA’s website (www.adr.org) or by calling (800) 778-7879.</p> <p>You or we have the right to: elect an in-person hearing, appear at the hearing via phone or other electronic means, and/or be represented by an attorney. Any in-person hearing will be held in the same city as the U.S. District Court closest to your current billing address.</p>
<p>Claims subject to arbitration</p>	<p>You or we may elect arbitration without the other’s consent to resolve all past, present, and future claims (“Claim”) arising out of or relating to: (i) any past or present Account we have had or have with you; (ii) this Agreement; or (iii) any acts or omissions by you or us related to or which affects your Account or this Agreement.</p> <p>All Claims are subject to binding arbitration regardless of the legal theory they are based on, including Claims: (i) based on contract or tort (including intentional torts); (ii) based on constitutional, statutory, regulatory, or common law; or (iii) made in law or in equity.</p> <p>Claims filed in small claims court are not subject to arbitration provided they remain in small claims court.</p> <p>Claims may not be brought in a class proceeding or representative basis. Any decision by the arbitrator to entertain such claims may be appealed to a court of competent jurisdiction.</p>
<p>Beginning Arbitration</p>	<p>Arbitration may be commenced at any time by you or by us in accordance with the AAA Rules. This is true even if there is a pending lawsuit, provided trial has not commenced or a final judgment rendered. If there is a pending lawsuit, you or we may file a motion with the court to compel arbitration.</p> <p>If we begin arbitration against you on a Claim, we will notify you in writing. Our notice will provide you with:</p> <ul style="list-style-type: none"> • An explanation of the dispute; • Our name and address and the names of any of our representatives involved in the Claim; • The amount of money in dispute, if applicable; • The requested location for the arbitration hearing if an in-person hearing is requested; and • A statement of the relief we are demanding. <p>If you commence arbitration against us, you must notify us in writing. Your notice must provide us with the same information we must provide you.</p>
<p>The Arbitrator’s Role</p>	<p>The arbitrator shall be impartial and neutral and must be either a lawyer with at least ten years of experience or a retired judge. The arbitrator shall apply applicable law consistent with the Federal Arbitration Act (“FAA”) and any applicable statute of limitations. The arbitrator shall not have the authority to award punitive damages. The arbitrator will issue a written decision which shall be binding and final. The arbitrator’s final decision shall only be subject to judicial review as provided under the FAA. Confirmation of an award of the arbitrator may be entered in a court of competent jurisdiction.</p>

Costs and Expenses	Arbitration fees shall be determined according to the AAA Rules. You and we are each responsible for all respective arbitration costs and expenses (including applicable attorney's fees) unless the arbitrator awards such costs and expenses as allowed by applicable law or the AAA Rules.
Survivability	This arbitration provision shall survive: (i) termination of or changes to this Agreement, your Account, or the relationship between you and us concerning your Account; (ii) the bankruptcy of any party; (iii) the payment of your Account; and (iv) any transfer, sale or assignment of your Account, or any amounts owed on your Account to any other person or entity.
Severability	If any portion of this arbitration provision is deemed invalid or unenforceable, the other terms shall remain in force, except that there can never be a class nor representative arbitration or court action. No portion of this arbitration provision may be amended, severed, or waived other than through a written agreement between you and us.
Confidentiality	The decision to arbitrate and the arbitration itself are private matters. Neither you nor we may disclose any details surrounding the arbitration proceeding, including its existence and outcome. Only you, your attorneys, us, our attorneys, and approved witnesses and experts are permitted to attend the arbitration hearing and must sign a mutual nondisclosure agreement before attendance will be allowed.

16 BILLING RIGHTS

YOUR BILLING RIGHTS – KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What to Do If You Find A Mistake On Your Statement

If you think there is an error on your Statement, write to us at the address for billing inquiries and correspondence shown on the front of 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 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 of any potential errors *in writing* or *electronically*. 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 Written Complaint

When we receive your written complaint, we must do two things:

1. Within 30 days of receiving your written complaint, we must tell you that we received your written complaint. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your written complaint, 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 the disputed 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 interest and fees. We will send you a Statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all 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 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 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* or *electronically* at the address for billing inquiries and correspondence shown on the front of 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.

17 LIABILITY FOR UNAUTHORIZED USE

If you notice the loss or theft of your card or a possible unauthorized use of your card, you should call us immediately at 855-456-8048. You may also write us at Home Credit, P.O. Box 2394, Omaha, NE 68103-2394. You will not be held responsible for the unauthorized use of your card.

18 ADDITIONAL TERMS FOR YOUR ACCOUNT

Governing law	This Agreement and your Account will be governed by Missouri law and Federal law, without regard to conflict of law principles. For purposes of Mo. Rev. Stat. §408.140, Nebraska law will govern credit card fees (but not interest) under this Agreement.
Assignment	You may not assign or transfer your Account or your rights or obligations under this Agreement. We may assign or transfer all or some of our rights and obligations under this Agreement.

Waiver	If we elect not to enforce our rights or delay the enforcement of our rights under this Agreement, our election is not a waiver of our rights and we may still enforce our rights in the future.
Severability	If any provision of this Agreement is deemed to violate applicable law, that provision shall be considered altered to comply with applicable law. Any such provision shall not affect any other provisions of this Agreement.
Complete Agreement	This Agreement replaces any prior communications between you and us. If your Account has additional rewards or benefits programs, those programs will be explained through separate written terms and conditions. Rewards and benefits terms and conditions are subject to change without notice and may be administered by third-parties.
Headings	Headings in this Agreement are used solely for convenience and reference and do not limit or modify its provisions.