

VISA CARDHOLDER AGREEMENT

Blackhawk Bank & Trust

Effective: December 2014

This Agreement covers your credit card account with us Blackhawk Bank & Trust ("Issuer" or "us"). The person ("Account Holder" or "You") whose name is embossed on the face of the Visa credit card ("Card") provided to Account Holder and issued by us and each Account Holder, by signing or using the Card, agrees with Issuer to the following terms:

1. Your Account. If you have a joint account, each Account Holder has the right to use the account up to the extended credit limit as described below. Each Account Holder is bound by these terms and each, individually, will be liable for all charges, even if only one of you uses the account. For joint accounts, each individual separately, and both individuals together, are referred to in this Agreement as ("You").
2. Credit Card Account Services. These services are available through your Card account, up to the amount of your credit limit.
 - a. Credit Purchases. You can use your account to purchase goods and services wherever Visa credit cards are accepted (referred to in this Agreement as "Credit Purchases").
 - b. Cash Advances. You can get a Cash Advance (referred to in this Agreement as a "Cash Advance") from your account by presenting your Card at a financial institution that accepts Visa. You can also use your Card to obtain up to \$300.00 per day in cash from any authorized Blackhawk Bank & Trust Automated Teller Machine ("ATM"). You may not obtain a Cash Advance if your account is delinquent, closed or the amount of the advance would cause your balance to go over your credit limit.
3. Your promise to pay.
 - 3.1 You promise to pay us, when due, the total of all Credit Purchases and Cash Advances you make on your account. You also promise to pay the total of any Finance Charge and other charges due on the account. You also promise to pay all costs and expenses, including reasonable attorneys' fees that we incur in enforcing this Agreement.
 - 3.2 You may pay your entire balance at any time.
4. Additional Cardholders or Others Using Your Account. You may authorize others to use your account. You may add up to 2 additional cardholders to your account at no extra charge. Each additional cardholder will receive a credit card with his or her individual name embossed. You promise to pay for all Credit Purchases and Cash Advances made by anyone you authorize to use your account, with or without a card, and whether or not you notify us that he or she will be using it. If another person has use of your account and you want to end that person's privilege; you must recover and return that person's credit card, if any. If you are unable to recover and return the card, you will continue to be liable for any charges made unless you tell us to cancel all cards and establish a new account for you, which will be done automatically if you notify us of unauthorized use under Paragraph 22 of this Agreement. We may request written verification from you regarding any change or cancellation to your account.
5. U.S. Currency. If you make a purchase or cash advance in foreign currency, the transaction will be converted into U.S. Dollars by Visa. The exchange rate for transactions in a foreign currency will be 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, plus any adjustment determined by your financial institution. All transactions in foreign countries will be subject to a 1% conversion or processing fee.
6. Your Credit Limit: Overlimit Fees. Your credit limit is shown on each of your billing statements. You agree not to use your account in any way that will cause your balance to go over your limit. If you do, we may at our option, close your account, and/or exercise any of our other remedies under this Agreement or at law. You must pay the full amount of your balance that is over the credit limit. The fact that we do not ask you for that amount as part of the Minimum Periodic Payment shown on your billing statement does not relieve you of your obligation to pay it immediately. We will charge you a fee each time your balance exceeds your credit limit by \$1.00 or more. We will not authorize any new Credit Purchases or Cash Advances if your records show that doing so will cause your balance to go over your limit. If we do authorize any such Credit Purchase or Cash Advance, such authorization will not result in any waiver of our rights under this section. If we increase your credit limit, we will notify you.
7. Law Governing This Agreement. TO THE EXTENT NOT EXPRESSLY PROHIBITED BY APPLICABLE LAW, THIS AGREEMENT AND YOUR ACCOUNT, AS WELL AS OUR RIGHTS AND DUTIES AND YOUR RIGHTS AND DUTIES REGARDING THIS AGREEMENT AND YOUR ACCOUNT, WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, (EXCLUDING THE CONFLICTS LAW OF ILLINOIS) AND THE UNITED STATES, REGARDLESS OF WHERE YOU MAY RESIDE OR USE YOUR ACCOUNT AT ANY TIME. This choice of law is made because of a strong relationship between this Agreement and your account to Blackhawk Bank & Trust because Issuer is located in Illinois, and to insure uniform procedures and interpretation for all of our customers, no matter where they reside or use their accounts. If any term or provision of this Agreement is found to be unenforceable, this will not make any other terms or provision unenforceable.
8. Limitation on Lawsuits. You agree that any lawsuit based on any cause of action which you may have against us must be filed within one year from the date that it arises or you will be barred from filing lawsuit. This limitation is intended to include tort, contract, and all other causes of action for which you and we may lawfully contract to set limitations for bringing suit.
9. Honoring Your Card. We will not have any responsibility to you if anyone refuses to honor a Card issued on your account. Any refund, adjustment or credit allowed by a Seller shall not be by cash but rather by a credit advice to us, which shall be shown as a credit on your account statement.
10. Payment Period. You will receive monthly billing statements from us. The New Balance shown on your statement is the total of unpaid obligations that have been posted to your account as of the statement date. You can either pay the entire New Balance or you can pay in installments, but we must receive at least the Minimum Periodic Payment shown on your billing statement by the payment due date. The Minimum Periodic Payment is figured as follows:

<u>If Your New Balance is:</u> \$20.00 or less	Your Minimum Periodic Payment is: The amount of your New Balance.
Over \$20.00	3% of that portion of the New Balance which does not exceed your credit limit plus the entire portion of the New Balance in excess of your credit limit, plus any amount past due, or \$20.00 whichever is greater

Payments received after 2:00 P.M. are processed the next business day.
11. Payment Applications. Payments made to your account will be applied in the following order: Finance Charges, Fees, Balance-cash advances and Balance-credit purchases. We may accept checks marked "Payment in Full" or with words of similar effect without losing any of our rights to collect the full balance of your account.
12. Immediate Repayment of Your Full Balance. You will be in default, and we may, without notifying you, temporarily suspend your credit, close your account, cancel all credit cards issued on it and require immediate payment of your entire balance if any of the following occurs:
 - a. You fail to make a payment when it is due;
 - b. You do not follow the terms of this Agreement in any way;
 - c. You have made any false or misleading statement on the application for your account;
 - d. You fail to pay any other loans you owe us;
 - e. You become insolvent or die;
 - f. There is an attachment, execution or levy against your property or you make an assignment for the benefit of creditors;
 - g. A bankruptcy petition is filed by or against you or your spouse;
 - h. A guardian, conservator, receiver, custodian or trustee is appointed for you;
 - i. You are generally not paying your debts as they become due; or
 - j. There has been a material adverse change in your financial standing.
13. Reevaluation of Credit. We can reinvestigate and reevaluate any information you provided on your credit application at any time, and in the course of doing so, we may ask you for additional information, request credit bureau reports and/or otherwise verify your current credit standing.

