

Consumer Credit Card Cardholder Agreement

1. Agreement. This Consumer Credit Card Agreement applies to the VISA Rewards Account, the VISA Signature Account, and the VISA Secured Account (each hereinafter referred to as “Account”) and is provided to you in conjunction with the Account Opening Disclosure Table provided with your card mailer. Both this Agreement and the Account Opening Disclosure Table constitutes your Agreement with us for your Account. For the Visa Secured Account, the Visa Secured Account Secured Deposit Agreement and Receipt are also a part of this Agreement. In this Agreement the words “you” or “your” means the individual(s) opening the Account and refers to each cardholder with access to the Account. The words “Bank”, “we” or “us” mean Union Bank & Trust Company, P. O. Box 82535, Lincoln, Nebraska 68501. If you have a joint account, all of you are bound by this Agreement. You agree that your Account will be used only for personal, family or household purposes. You agree that the terms and conditions of this Agreement provided to you govern your Account, the use of your Card, and all credit extended under this Agreement. You indicate your acceptance of this Agreement by signing or use of the plastic card(s) we provide you or by using or otherwise accessing the credit limit allowed to you on your Account (the word “Card” hereinafter refers to the Account or any device utilized to access the Account).

2. Credit Limit. Your “Credit Limit” is the maximum amount of Purchases and Cash Advances that you are authorized to make with the Card. We have established and advised you of your Credit Limit in the Letter of Approval. You will also be advised of your Credit Limit on your periodic statements. You agree not to make Purchases or Cash Advances that will cause the outstanding balance of your Account to exceed your Credit Limit. We reserve the right at any time to increase or decrease your Credit Limit. We do not have to honor any use of your Card if your Account is in default, your credit privileges have been suspended or terminated, or such use would cause you to exceed your Credit Limit. If you exceed your Credit Limit, we may honor the use of your Card without losing any of our rights. If we have previously honored requests for credit over your Credit Limit, it does not mean that we will honor further over limit requests.

3. Payments and Your Promise to Pay. You may make Purchases and Cash Advances with the Card up to your Credit Limit when you use the Card in accordance with this Agreement. You promise to repay all Purchases, Cash Advances, Balance Transfers, Interest Charges and Fees and all other charges whatsoever incurred, including those incurred by someone else you have permitted to use the Account regardless of whether or not we have knowledge of that permission, through the use of the Card or Account. You will receive a periodic statement on a monthly basis. If you request, you may access your statement through Online Banking at www.ubt.com or www.ezcardinfo.com, otherwise, we will mail you your statement. Your statement will provide information on methods of how to make your payment and indicate when your required minimum payment is due. You promise to pay at least the Minimum Payment Due by the Payment Due Date as indicated on your statement. If the New Balance shown on your periodic billing statement is less than \$15, your Minimum Payment will be the New Balance. If the New Balance is \$15 or more, your Minimum Payment will be an amount, rounded up to the nearest dollar, equal to the greater of (a) \$15 or (b) 2.5% of the New Balance (minus Fees Charged and Interest Charged) as of the Statement Closing Date for the billing cycle in which a Purchase or Cash Advance was last posted to your Account, plus any unpaid portion of any prior monthly Minimum Payment. You may make additional payments as well, or you may pay the entire New Balance of your account. Excess payments will be allocated to balances with the highest APR.

4. Use of Card. Each Card we issue to you must be signed by the individual whose name is embossed on the front of the Card. The Card is not transferable, and you may not assign your Account or this Agreement to any other party. Please notify us if you would like to request an additional Card issued in another person's name. In the event you have allowed another individual use of your Account through a Card issued in their name and you want to end the person's access, you must notify us immediately. You will continue to be liable for any and all charges made with the Card unless you tell us to cancel all Cards and establish a new account for you. We will issue you a Personal Identification Number that will permit you to access your Account through the use of your Card in ATM's. We reserve the right at any time to limit the amount of Cash Advances that you may withdraw each day through the use of your Card at any ATM. You agree that you will not use your Card for any transaction that is illegal or in violation of any law. Transactions in relation to Internet Gambling are prohibited and will not be authorized. We reserve the right to limit or decline to honor any transactions for any reason.

5. Change of name, address, or telephone number. You are responsible for contacting us immediately if there is a change in your name, address (including e-mail addresses if you receive your statement notification electronically), or telephone number(s).

6. Authorizations. Certain transactions on your account may require prior approval, otherwise known as “authorizations”. We reserve the right to limit the number of authorizations we will give the Account during any certain period of time (day, week, etc.) and we may deny an authorization if we suspect your Account is being used without your permission. You agree that we will not be liable for failing to provide an authorization. Some merchants may process authorizations that may cause the balance on your Account to exceed the Credit Limit. We may, but are not required to, allow these transactions. You are liable for any such transactions as well as the associated interest.

7. Cancellation and Change of Terms. You may cancel this Agreement at any time by notifying us. In addition, you may request to convert the terms of your Account to new terms relating to another type of account we offer. If we approve your request, we will provide you with the terms relating to your new account. We reserve the right to cancel, amend, change or add to any term(s) of the Account at any time. Future changes will be made in accordance with this Agreement and as required by applicable law. If notice is required by law, we will send you notice at your address shown on our records. Any amendment may apply to all of your then outstanding unpaid indebtedness as well as to future balances in accordance with this Agreement and applicable law. In some instances, you may be permitted to reject certain types of changes. The notification we provide you will instruct you as to your rights.

Fees and Interest

8. Charges You Will Incur – Interest Charges. Interest will begin to accrue on each Purchase, Cash Advance, Balance Transfer or other charge as of the transaction date, unless such Purchase, Cash Advance, Balance Transfer or other charge made in the current billing cycle is posted to your Account in the next billing cycle, in which case interest charges will accrue from the first day of the next billing cycle. Any “Interest Charged” shown on your periodic statement is computed through the “Statement Closing Date” shown on such statement. Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on Purchases and Balance Transfers if you pay your entire balance by the due date each month. This is also known as a “Grace Period” and only applies to new Purchases and Balance Transfers. We will begin charging interest on Cash Advances on the transaction date. Further, if Interest Charges have been accruing on balances in your Account, Interest Charges will not accrue on the New Balance shown on your periodic billing statement from the Statement Closing Date to the date payment is made if you pay such New Balance in full on or before the Payment Due Date shown on such statement.

9. Calculation of Interest – Variable Rate features. Your Account has a Variable Rate feature which may cause the Annual Percentage Rate (APR) to increase or decrease on a monthly basis. The APR used to compute the interest charge is determined in accordance with the variable rate plan applicable to your Account and is disclosed to you in the Account Opening Disclosure Table and on your periodic statement under “Interest Charge Calculation”. The APR is based on the “Index Rate” plus the applicable “Margin”. The Index Rate we use is highest Prime Rate as published under the “Money Rates” subsection in The Wall Street Journal and will be determined on each “Determination Date.” The Determination Date is the 1st business day of each month. On each Determination Date, the APR will be calculated by adding the Margin to the Index Rate. **For variable rate accounts, if the Index increases, your monthly Periodic Rate (and the corresponding APR) will increase and may result in increased interest (finance) charges.** Any such increase (or decrease) will take effect on the second day of the billing cycle in which the Determination Date occurred. The Interest Charge Calculation on your periodic statement will disclose the APR and Balance(s) Subject to Interest Rate, along with the applicable Interest Charge. Please see your account-opening disclosure for special Introductory Rate information, if applicable.

10. Balance Computation Method. We figure the interest charge on your account by applying the periodic rate to the “average daily balance” of your account. To get the “average daily balance” we take the beginning balance of your account each day, add any new purchases/advances/fees, and subtract any unpaid interest or other finance charges and any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the “average daily balance.”

11. Charges You Will Incur – Fees. If Interest Charges based on periodic rates are being added to your Account, but the total of such Interest Charges for Purchases and Cash Advances is less than \$1.00, we assess a Minimum Charge. If we do not receive at least the required Minimum Payment Due on or before the Payment Due Date, we may assess a Late Payment Charge. The Late Payment Charge is based upon the Minimum Payment Due and the number of

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times you have been past due. It will never be more than the amount disclosed to you in the Penalty Fees section of the Account Opening Disclosure. In addition, an Annual Fee for the VISA Secured Account will be assessed during the first billing cycle and annually thereafter. Fees will be charged for Balance Transfers, Cash Advances, and Foreign (International) Transactions. Please see the Account Opening Disclosure Table provided to you for fees associated with your Account.

Other Important Information

12. Liability for Unauthorized Use. If you notice the loss or theft of your Card or a possible unauthorized use of your Card, you should write to us immediately at the address listed on your bill, or call us at 1-800-221-5920. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability under this Agreement will be zero.

13. Security Interests. Unless you have granted us a security interest in property by executing a security agreement specifically referring to your Account with us and identifying such property by item or type, we will have no security interest in connection with any extension of credit under this Agreement.

14. Default. In the event of your death, bankruptcy or insolvency or if you fail (i) to make any required Account payment on time, (ii) to stay within your Credit Limit, or (iii) to provide complete current financial information upon our request, we may, in our sole discretion, declare this Agreement void and your Account to be in default and may, at our option, declare all amounts due to us immediately due and payable. If your Account is in default, you agree to pay all court and collection charges we actually incur in the collection of amounts you owe to us under this Agreement and, in the event we refer your Account to an attorney, you agree to pay reasonable attorney's charges.

15. Other Agreements. You agree to abide by all terms, conditions, covenants and agreements applicable to the use of your Account, including but not limited to, any agreement you may enter into with us or our affiliated companies and the terms and conditions contained on any sales slips, cash advance slips, periodic billing statements and any Card issued to you. Breach of any condition or obligation of this Agreement by any other applicant or authorized user shall be a breach by you.

16. Law Governing This Agreement. 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 United States and, to the extent applicable, the laws of the State of Nebraska, regardless of where you may reside or use your Account.

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:

Customer Service
PO Box 31535
Tampa, FL 33631-3535

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. 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 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. If all of the criteria above 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 at:

Customer Service
PO Box 31535
Tampa, FL 33631-3535

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.

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UBT
Union Bank & Trust

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(402) 323-1828 or toll-free (800) 297-2837