

## HMBradley Credit Card Account Agreement\*

### INTEREST AND FEES TABLE

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>13.90% to 22.90%</b> when you open your account, based upon your creditworthiness.
<b>Penalty APR and When it Applies</b>	None
<b>Paying Interest</b>	Your due date is at least 25 days after the close of each billing cycle. If you pay your entire New Balance in full by the payment due date shown on your billing statement, we will not charge you any interest on new purchases that posted during that billing cycle.
<b>Minimum Interest Charge</b>	<b>None</b>
<b>For Credit Card Tips from the Consumer Financial Protection Bureau (CFPB)</b>	To learn more about what to consider when applying for a credit card or using a credit card, visit the CFPB website at <a href="https://www.consumerfinance.gov/learnmore">https://www.consumerfinance.gov/learnmore</a> .
Fees	
<b>Membership Fee</b>	<b>None</b>
<b>Transaction Fees</b> <ul style="list-style-type: none"> <li>Foreign Transaction</li> </ul>	<b>None</b>
<b>Penalty Fees</b> <ul style="list-style-type: none"> <li>Late Payment</li> <li>Returned Payment</li> <li>Over-the-Limit</li> </ul>	<b>\$10</b> for any billing cycle, when you do not pay the minimum payment within 10 days of the payment due date. <b>\$29</b> <b>None</b>

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new purchases).” See the “[Periodic Interest Charge Calculation](#)” section of the Cardholder Agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is included in the [Cardholder Agreement](#).

- No Balance Transfers or Cash Advances.** Balance transfers and cash advances are not authorized for this credit card account.
- Minimum Payment Due.** Your “Minimum Payment Due” is THE GREATER OF: (a) \$25 (or your “New Balance” if your New Balance is less than \$25) OR (b) the sum of: (i) 5% of the New Balance, (ii) the “Interest Charged,” (iii) any past due amounts, (iv) the amount of any over-the-limit transactions, and (v) any “Fees Charged.”

<b>Other Fees</b> <ul style="list-style-type: none"> <li>Card Replacement</li> <li>Card Replacement Rush Delivery</li> </ul>	<b>\$10</b> <b>\$15</b> (in addition to card replacement fee)
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**MILITARY LENDING ACT NOTICE:** 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). To receive this information and a description of your payment obligation verbally, please call 1-855-945-1875.

\* There are two parts to this HMBradley Credit Card Account Agreement: the Interest and Fees Table and the Cardholder Agreement. The Interest and Fees Table and the Cardholder Agreement show a range of terms that apply as of August 12, 2022, to HMBradley Credit Card accounts opened with Hatch Bank. The combination of terms that could apply to you will differ depending on the specific credit card offer and on your creditworthiness at the time of application. The Cardholder Agreement contains important information related to consumer credit cards issued by Hatch Bank.

## Cardholder Agreement

This Cardholder Agreement (this “Agreement”), sets forth the terms and conditions under which Hatch Bank (“We”, “us” or “our”) agrees to lend you money and you agree to repay us. The opening of your account, use of the account, or your repayment on this account acknowledges your acceptance of the terms and conditions of this Agreement and acknowledgement of receipt of all disclosures provided with this Agreement. Unless defined in this Agreement, any capitalized terms are referring to terms in your billing statement. “Credit card” means any physical credit card associated with your credit card account, including any replacements, and any other access device or code for your credit card account we provide you that allows you to obtain credit.

Terms and Conditions	Explanation of Terms and Conditions and Your Obligations
<b>Limit, Features, and Costs</b>	
<b>Credit Limit</b>	We show your credit limit in the Account Summary section of your billing statement. We may increase, decrease, cancel, or otherwise limit your credit availability at any time as permitted by law. We will notify you if your credit limit changes. We may temporarily allow you to exceed your credit limit until the next payment or we may not allow you to exceed your credit limit. We may not provide available credit for the payment amount until your payment has settled. You agree to repay the “New Balance” shown on your billing statement in accordance with the terms of this Agreement, which includes “Fees Charged” and “Interest Charged”.
<b>Interest Grace Period</b>	If you pay your entire New Balance in full by the payment due date shown on your billing statement, we will not charge you any interest on new purchases that posted during that billing cycle.
<b>Periodic Interest Charge Calculation</b> (See the APRs in the Interest and Fees Table)	We calculate the interest charge on your account by applying the periodic rate to the average daily balance on your account. To get the “average daily balance,” we start with the beginning balance each day (to get the beginning balance for the first day of the billing cycle, we take the New Balance at the end of the previous billing cycle and subtract any unpaid interest and fees). Each day, we take the beginning balance, add any new purchases and subtract the portion of any new payments or credits that are applied to the purchase balance. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total of the daily balances by the number of days in the billing cycle. This gives us the “average daily balance.” Finally, we multiply the “average daily balance” by the daily periodic rate (the APR on the account divided by 365) and multiply this amount by the number of days in the billing cycle to calculate your “Total Interest For This Period.” You are responsible for paying the “Total Interest For this Period,” which is shown in the “Transactions” section of your billing statement.

<b>Authorized Users and Persons You Allow to Use Your Credit Card</b>	At your request, we may add other individuals on your account as authorized users and issue credit cards to them. If we do, you are responsible for repaying the authorized user's purchase charges, interest, and fees. You also are responsible for repaying charges, interest, and fees incurred by anyone that you or an authorized user authorize to use your credit card. You must obtain permission from each authorized user before naming them as an authorized user on your Account. You must let them know that we may report account information in their name. This could include information about late payments, returned payments, and other violations of this Agreement. If you want to stop an authorized user or person that you or an authorized user allowed to use your credit card from using your account, you must notify us immediately. We may close your account and issue you a new credit card with a different credit card number. You are responsible for getting any credit cards or other means of accessing your account from the authorized user or person that you allowed to use your credit card.
<b>Unauthorized Use</b>	You agree to notify us if any unauthorized use of your account has occurred or you believe may occur, whether as a result of loss or theft of any of your credit card or otherwise. You agree to notify us as soon as possible, but in no event later than the day of discovery of a loss or theft. You may notify us by phone, via electronic mail ("email"), or at the URL shown on your billing statements. You agree to tell us what you know about the loss or theft in writing, and you agree to assist us in discovering the circumstances relating to any unauthorized use of your account.
<b>Purchases</b>	You can only use your account for consumer purchases for personal, family, or household purposes. You cannot use your account for business purchases or for illegal activities, including internet gambling. You cannot use your account to purchase foreign currency, crypto-currency, traveler's checks, money orders, wire transfers, gaming-related items, (including, without limitation, gambling chips, off-track wagers or lottery ticket transactions), or other cash-like transactions.
<b>No Balance Transfers, Cash Advances or Convenience Checks</b>	You cannot use this credit card to transfer balances from another credit card to this credit card, to obtain cash advances, or to use checks drawn against this credit card to pay for goods or services.
<b>Over-the-Limit Transactions</b>	We may pay any over-the-limit transactions on your account. Our decision to pay an over-the-limit transaction on your account does not obligate us to pay subsequent over-the-limit transactions.
<b>Special Offers</b>	From time to time, we may send you special offers or promotions for this credit card account. Unless stated in the promotion or offer, all promotions or offers are subject to this Agreement.

<b>Foreign Transaction Fees</b>	If a transaction is in a foreign currency, Visa International or <del>MasterCard</del> Mastercard International will convert the transaction into U.S. dollars using their own currency conversion procedures, and then will send us the transaction amount. The exchange rate will be determined using either the range of rates available in the wholesale currency markets for the processing date (which may be different from the rate the card association receives) or a government-mandated rate in effect on that date. The exchange rate used by Visa or Mastercard may differ from the rate on the date of your transaction. We will not separately charge a foreign transaction fee. The exchange rates may be less favorable than the most favorable rates for foreign currency transactions quoted online or in publications, such as <i>The Wall Street Journal</i> . For returned or exchanged merchandise that was purchased in a foreign currency, the exchange rate is determined on the date of the return.
<b>Change in Terms</b>	We may change the terms of this Agreement, including APRs and fees, for any reason and at any time, subject to applicable law. This means we can add, replace or remove provisions of this Agreement. We will notify you of the change to the extent required by applicable law. If you have the right to reject a change, we will notify you and tell you how to reject the amendments.

#### Paying Your Credit Card Bill

<b>Minimum Payment and Payment Due Date</b>	You can pay your account balance in full at any time. You must pay at least the "Minimum Payment Due" by the "Payment Due Date" each month. The minimum number of days between the monthly billing statement date and the Payment Due Date for the Minimum Payment Due is 20 days, on average, over a consecutive 12-month period. The "Minimum Payment Due" and the "Payment Due Date" are shown in the "Payment Information" section of your billing statement. The "How to Make Your Payments" section on the reverse side of the statement explains how to make your payments and the business day when your payments will be considered received. Without limiting our rights, we can accept and process any payment marked "payment in full" or similar language you may use to attempt to settle your obligations for less than what you owe. You agree to repay any amount that exceeds your credit limit if we ask you.	
<b>How to Avoid Fees</b>	Late Payment Grace Period and Late Fee	You can avoid late fees by paying at least the "Minimum Payment Due" within 10 days of the "Payment Due Date." If you do not make your payment by this date, we will charge you the late fee shown in the "Interest and Fees Table" included on the first page of this Agreement. We do not charge interest on late fees.

	<p><b>Returned Payment Fee</b></p> <p>Make sure you have sufficient funds in your bank account to pay your full payment amount. Be sure you have considered all your debit card transactions, preauthorized debits from your account, and other funds in your account that have been placed on hold and are not subject to withdrawal. We will charge the Returned Payment Fee shown in the “Interest and Fees Table” if a payment is returned unpaid. We do not charge interest on returned payment fees.</p>
	<p><b>Default and Collections</b></p> <p>Your account is considered in default if you: (1) do not pay the “Minimum Monthly Payment” by the “Payment Due Date” as shown on your billing statement, (2) do not comply with the terms and conditions of this Agreement, (3) do not have the ability or are unwilling to pay your debts and other obligations as they become due or file for bankruptcy, or (4) become incapacitated or die. If your account is in default, subject to applicable law, we may close it without notice to you and require you to immediately repay the entire unpaid balance. If you default by failing to repay us, we will (if allowed by applicable law) require you to pay our collection costs, including attorneys’ fees, court costs, and other expenses we incur from enforcing the repayment terms and conditions of this Agreement.</p>
<b>Electronic Payments</b>	<p>You may arrange to repay your credit card obligations by: (1) authorizing us or our agents to make a one-time electronic funds transfer from your account at a U.S. bank or foreign bank branch in the U.S. or (2) setting up recurring electronic funds payment by automated clearinghouse (“ACH”) payment from a U.S. bank or a foreign bank branch in the U.S. More information on how to arrange these electronic payments is shown in the “How to Make Your Payments” section on your billing statement.</p>
<b>Paying by Check or Money Order</b>	<p>You also may pay us by check or money order drawn on a U.S. bank or a foreign bank branch in the U.S. All payments must be in U.S. Dollars. We may convert checks that you send to us for payment into substitute checks, images, or ACH payments or transfers. If your item is returned unpaid, we will only provide you a copy of the substitute check or image, or in the case of ACH payments or transfers, the ACH information. More information on how to arrange these electronic payments is shown in the “How to Make Your Payments” section your billing statement.</p>
<b>Allocation of Payments</b>	<p>When you make a payment, we first apply the “Minimum Payment Due” amount to the balance on your billing statement with the highest APR. We allocate any amount in excess of the “Minimum Payment Due”, first to the balance with the highest APR and any remaining portion to the other balances in descending order based on the applicable APR, as shown on your billing statement.</p>

<b>Authorizing Transactions</b>	You may set up automatic billing or store your account information with a third party, such as a merchant or mobile wallet provider. If your account information changes, you authorize us to provide updated information to the third party at our discretion. You must contact the third party directly or remove your credit card information from the third party's website if you wish to stop automatic billing or account updates. We may decline transactions for any reason, including: (1) you default on your account, (2) we detect or suspect fraud or illegal activity regarding your account, or (3) we are unable to process the transaction for any reason, including transmission and system outages or unavailability. We do not guarantee authorization of a transaction. We are not responsible for any losses resulting from our decision to decline a transaction even if you have available credit on your account. We reserve the right to limit the number of transactions that may be approved in one day. We may close or suspend your account if we suspect fraud or illegal activity or for our own business reasons, and we will notify you as soon as possible if we do so. We may refuse to authorize any transaction when your credit card has been reported lost or stolen or when we reasonably believe there may be fraudulent, suspicious, or illegal activity involving the credit card or your account. If you freeze your credit card, we will stop authorizing card transactions. When we issue you a credit card, it is not activated and cannot be used to make purchases until you activate it.
<b>Credit Balance Refunds</b>	You may request a refund of any credit balance. If you do not request a refund of a credit balance, we will apply the credit balance to the new transaction charges and fees on your account. If you have a credit balance of at least \$1.00 for more than 6 months, we will automatically send you a refund.

<b>General Provisions</b>	
<b>Governing Law</b>	This Agreement and your credit card account are governed by federal law and, when not preempted by federal law, the laws of the state of California. If any part of this Agreement is invalid or unenforceable, such determination will not affect the remainder of this Agreement.
<b>Credit Information and Credit Reporting Agencies</b>	You authorize us to review your credit, employment, and income history and obtain reports from credit reporting agencies and use that information to assign your credit limit and APR and otherwise manage and service your credit card account. We may also provide information about your account and its authorized users to credit reporting agencies, including credit limits and payment history. We also may obtain information about you or any authorized user from any person for any permissible purpose, including to confirm your identity and your income. If you believe the information that we provide to any credit reporting agency is incorrect, please contact us at <a href="mailto:help.hmbradley.com">help.hmbradley.com</a> so that we may investigate. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

<b>Telephone Recording and Texts and Telephone Calls</b>	We may record and monitor any of our telephone conversations with you. If we record, we may keep the recordings as permitted by applicable law. We may use your voice to verify your identity. When you give us your mobile number, we have your permission to contact you at that number about your account. You agree to notify us if you change or discontinue using any phone number you provide. Your consent allows us to use text messaging, artificial or prerecorded voice messages, and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may revoke your consent. If you give us your email address, you agree that we may send marketing messages (such as product promotions and offers) and servicing messages (such as fraud alerts and hold alerts) related to your accounts to that email address.
<b>Assignment</b>	We may assign this Agreement and any account balance to any person, firm, or entity, and our assignee will be entitled to enforce the rights and obligations under this Agreement. You may not assign this Agreement.
<b>Account Closure or Suspension</b>	We may close your credit card account or suspend your ability to use the credit limit for purchases at any time with such notice as is required by law. If we terminate or suspend your account under this provision, you will continue to be liable for all sums owed until the account is paid in full.
<b>Termination of this Account by You</b>	<p><b>Arizona, California, Idaho, Louisiana, New Mexico, Nevada, Texas, Washington, and Wisconsin Residents</b> - Either you or your spouse may terminate this Agreement at any time, but termination by you or your spouse will not affect your obligation to pay the account balance plus any finance and other charges you or your spouse owe under this Agreement. Your obligation to pay the account balance plus any finance and other charges you owe under this Agreement are subject to all applicable laws and regulations regarding repayment requirements. The cards you receive remain our property and you must recover and surrender to us all cards upon request or upon termination of this Agreement whether by you or us.</p> <p><b>Residents of all other states</b> - You may terminate this Agreement at any time, but your termination will not affect your obligation to pay the account balance plus any finance and other charges you owe under this Agreement. Your obligation to pay the account balance plus any finance and other charges you owe under this Agreement are subject to all applicable laws and regulations regarding repayment requirements. The cards you receive remain our property and you must recover and surrender to us all cards upon request or upon termination of this Agreement whether by you or us.</p>
<b>Waiver</b>	If we fail to enforce or waive our right to enforce any term of this Agreement, such failure to enforce or waiver is not considered a permanent waiver of the term or condition of this Agreement and we may enforce such provision.
<b>Final Agreement and Severability</b>	This Agreement is the final expression of the terms and conditions of your account. This Agreement may not be contradicted by evidence of any alleged oral Agreement. If any part of this Agreement is found to be invalid or unenforceable, all other parts of this Agreement shall remain in effect and fully enforceable to the fullest extent possible under this Agreement.



<b>Information Sharing</b>	You authorize us to share information about you and your account with affiliates and third parties, unless the law or our <a href="#">Privacy Policy</a> prohibits us from doing so.
<b>Notices</b>	Notices to you will be provided in accordance with the <a href="#">Electronic Communications Agreement and Disclosure</a> you have previously entered into with us. If you revoke that consent, we may close your account. If we close your credit card account, we will continue to send you billing statements in paper form as long as you have an outstanding balance. We will deactivate your credit card and you will not be able to make any purchases.

**State Specific Provisions**

**CALIFORNIA RESIDENTS.** If you are a California resident, our right to recover any credit extended through the use of your credit card in making purchases from a retailer is subject to good faith defenses which you have properly asserted as a buyer under California law against the retailer from whom the cardholder made the purchases if: (a) the purchase price at the time as to which a defense is asserted exceeds \$50; (b) the purchase was made within the state of California or if outside California, then within 100 miles of your current designated address in California; (c) you have made a written demand upon the retailer with respect to the purchase and attempted in good faith to obtain reasonable satisfaction from the retailer; and (d) you have not already paid the entire amount of the charge by paying your credit card balance down to zero, (e) you give us written notice specifying the retailer, the date of purchase, the purchase price, the goods or services purchased, the nature of your defense with respect to the transaction, as well as the action which you have taken in attempting to obtain satisfaction from the retailer.

**FLORIDA RESIDENTS.** You (borrower) agree that, should we obtain a judgment against you, a portion of your disposable earnings may be attached or garnished (paid to us by your employer), as provided by Florida and federal law.

**MARYLAND RESIDENTS.** To the extent, if any, Maryland law applies to your account, we elect to offer this Agreement pursuant to Title 12, Subtitle 9 of the Maryland Commercial Law Code.

**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 this Agreement between us, except as we may later agree in writing to modify it.

**NEW YORK RESIDENTS.** We may obtain a credit report in connection with this account, including for any review, modification, renewal or collections associated with this account. Upon your request, you will be informed whether such report was requested and, if so, the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Banking Department at 800.342.3736 or [www.dfs.ny.gov](http://www.dfs.ny.gov) to obtain a comparative listing of credit card rates, fees and grace periods.

**OHIO RESIDENTS.** Ohio laws against discrimination require that all creditors make



<b>YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE</b>	<b>This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act</b>
<b>If You Find A Mistake on Your Billing Statement:</b>	<p>If you think there is an error on your statement, write to us at: HMBradley, Dispute Dept. PO Box 2988; A22 Omaha, NE 68103-2988 or electronically at <a href="mailto:help.hmbradley.com">help.hmbradley.com</a> and include the following information:</p> <ol style="list-style-type: none"> <li>1. Account information: Your name and account number</li> <li>2. Dollar amount: The dollar amount of the suspected error</li> <li>3. Description of the 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.</li> </ol>
<b>You Must Contact Us:</b>	<ul style="list-style-type: none"> <li>• Within 60 days after the error appeared on your statement.</li> <li>• At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.</li> </ul> <p>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.</p>
<b>What Will Happen After We Receive Your Written Communication:</b>	<p>When we receive your communication, we must do two things:</p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> </ol>
<b>While We Investigate If There Has Been an Error:</b>	<ul style="list-style-type: none"> <li>• We cannot try to collect the amount in question or report you as delinquent on that amount.</li> <li>• The charge in question may remain on your statement, and we may continue to charge you interest on that amount.</li> <li>• While you do not have to pay the amount in question, you are responsible for the remainder of your balance.</li> <li>• We can apply any unpaid amount against your credit limit.</li> </ul>
<b>After We Finish Our Investigation, One of Two Things will Happen:</b>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> </ul>
<b>If You Receive Our Explanation But Still Believe Your Bill Is Wrong:</b>	<p>If you write to us within 10 days after receiving our explanation telling us that you still refuse to pay, 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 these rules, you do not have to pay the first \$50 of the amount you question even if your bill is correct.</p>

<p><b>If You Are Dissatisfied With Your Credit Card Purchases:</b></p>	<p>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 if all the following are true:</p> <ol style="list-style-type: none"> <li>1. The purchase was made in your home state, or within 100 miles of your current mailing address, and the purchase price was more than \$50;</li> <li>2. You 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); AND</li> <li>3. You must not yet have fully paid for the purchase.</li> </ol> <p>If ALL the conditions in 1-3 directly above are true and you still are dissatisfied with your purchase, contact us electronically at <a href="mailto:help.hmbradley.com">help.hmbradley.com</a>. While we investigate, the rules discussed in “While We Investigate If There Has Been an Error” above apply to the disputed amount. After we finish our investigation, we will notify you of our decision, and if we think you owe an amount and you do not pay, we may report you as delinquent.</p>
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