

## Bank First, N.A. Consumer Credit Card Agreement

This Bank First Credit Card Agreement (the "Agreement"), which includes the Statement of Terms and Conditions, explains the terms that will govern your use of the Bank First Credit Card ("Card"). "Account" means your account with us. In this Agreement, "we," "us," and "our" mean Bank First, N.A. and its agents, authorized representatives, successors, and assigns. "You" and "your" mean each and all of the persons who are granted, accept, or use the account and persons responsible for paying the account.

### About your Card Use

When you use, sign or retain the Card, you are agreeing to the terms of this Agreement, which include any subsequent amendments. You certify that the information you have given Bank First for the purpose of obtaining credit is true and complete. You also give us the right to verify and obtain additional information regarding your credit standing. You also agree to repay all debits, finance charges, or other fees or charges arising from the use of the Card. You are responsible and agree to pay us for charges made by yourself and any other person you authorize to use the Card. You may not use the Card for any illegal or unlawful transaction including illegal internet gambling, and we may decline to authorize any transaction that we believe poses an undue risk of illegality. This Agreement is negotiated in the State of Wisconsin and is governed by applicable federal and Wisconsin law.

Information, including rates, finance charges, or other terms, in this disclosure is accurate as of May 1, 2019. This information may have changed since this date. Please call 920-652-3100 for current information.

You may use your Card for the purchase of goods and services wherever MasterCard cards are accepted. Your Card may also be used to obtain cash advances at any of our automated teller machines, other participating financial institutions and other participating automated teller machines. Balance transfers and purchases of cash equivalents, such as money orders, foreign currency, traveler's checks or other items redeemable for cash are treated as cash advances under this Agreement. *Cash advance transactions and balance transfers are not available with student credit cards. Provisions in this Agreement below pertaining to cash advances and balance transfers DO NOT apply to student credit cards.*

### Interest Rates

#### Annual Percentage Rate and Variable Rate Information

Your Annual Percentage Rates (APR) for credit purchases, cash advances, and balance transfers may vary. Your APRs will be adjusted on the first business day of each billing period ("Change Date"). Your APRs and corresponding daily periodic rates (calculated by dividing the applicable APR by 365) are calculated by adding a margin (a number of percentage points that we specify) to the Prime Rate. Your margin for credit purchases will be based upon product type and evaluation of your credit history. Your margin for cash advances and balance transfers is set at 20.74%. Your APR will increase or decrease with changes to the Prime Rate. The Prime Rate used to determine your APR is the highest Prime Rate published in the Wall Street Journal in effect on the Change Date. The Statement of Terms and Conditions lists the APRs applicable to your Card and is, as indicated above, made a part of this Agreement. The initial rate on your Account for certain types of transactions may be a discounted rate (introductory rate) that is lower than the rates described herein. If an introductory rate applies to your Account, the rates and the periods of time those rates will be in effect are shown on the Statement of Terms and Conditions that accompanies your Card. After the introductory rate expires, the periodic rates will automatically increase to those described herein.

#### Balance Computation

Your account will be subject to a finance charge during any statement period during which you had outstanding cash advances, balance transfers, or did not pay in full the previous balance shown on the immediately preceding statement during the first 25 days after the statement closing date. The finance charge consists of interest and any transaction fees for cash advances. The interest portion of the finance charge is calculated by applying a periodic rate to the "average daily balance" for each transaction category (Purchases, Cash Advances, and Balance Transfers) during the billing cycle covered by the statement. To figure the daily balance for each respective transaction category, we take the beginning balance for the transaction category each day, add any new transactions applicable to each transaction category, and subtract payments, credits and unpaid fees and interest charges applicable to each transaction category. This gives us the daily balance for each transaction category. The daily balances within each transaction category are then added together for the billing cycle and divided by the total number of days in the billing cycle. This gives us the "average" daily balance for each transaction category. You can avoid incurring a finance charge on Purchases by paying the new balance in full within 25 days after the statement closing date; however, any Cash Advances and Balance Transfers included in the new balance will continue to be subject to finance charges from the date made until payment is received.

Interest charges begin to accrue as of the day the transaction is included in the daily balance. If the total of the interest charges for all transaction category balances is less than \$2.00, then a minimum interest charge of \$2.00 will be assessed on your account in lieu of any interest charge.

### Promise to Pay

You promise to pay the amounts of all credit obtained from us, including balance transfers, cash advances, and all charges you or authorized users make, even if you do not present your Card or sign for the transaction. This also includes charges other people, including but not limited to authorized users, make if you allow them to use your account.

You agree to pay us in United States dollars. If you pay by check, your check must be drawn on a depository institution located in the United States. If you do not pay the new balance in full, you agree to pay at least the minimum payment due by the due date. You may, at any time, pay the total amount owed on your Card account without penalty. Payments are posted to your Card account in a timely manner as required by law; however, we may delay restoring your available credit limit in the amount of the payment to make sure we receive the funds.

We can accept late payments, partial payments, or payments with any restrictive writing without losing any of our rights under this Agreement. This means that no payment, including those marked with paid in full or with any other restrictive words, shall operate as an accord and satisfaction without the prior written approval of one of our senior officers. You may not use a postdated check to make a payment. If you do postdate a payment check, we may elect to honor it upon presentation or return it uncredited to the person that presented it, without in either case waiting for the date shown on the check. We are not liable to you for any loss or expense arising out of the action we elect to take.

At our option, we may obtain payment for any check or other instrument that you send to us by initiating an electronic (including Automated Clearing House) transfer from your depository institution account in the amount of your check or instrument. Your check or instrument will not be returned to you by us or by your depository institution. Your depository institution account may be debited as early as the same day we receive your payment. If we cannot process the electronic transfer or if the electronic transfer is returned to us, we may present the original check or other instrument, a substitute check, draft or similar instrument to obtain payment.

**About your payments**

If you have an outstanding debit or credit balance of at least \$1.00 or if there is any finance charge imposed during a billing cycle, we will send you a monthly statement which will provide the previous balance, the current transactions, the remaining credit available under your credit limit, the new balance and the minimum payment due. The minimum payment due will be the greater of 2% of your new balance or \$30 plus finance charges and any applicable fees. In addition, if you have exceeded your credit limit, your minimum payment will be increased by the full amount by which your new balance exceeds your credit limit, plus the over the limit fee if applicable. We still apply your payment first to the finance charges and then to your balance. Every month you must pay at least the minimum payment in United State dollars, within 25 days after the closing date of your statement. Payments in excess of the minimum payment will be allocated in accordance with applicable law.

**Credit Limit**

We have established a credit limit for you. A portion of the credit limit is available for cash advances. You agree that we are not obligated to extend credit or approve charges for an amount that would make the outstanding balance exceed the credit limit or for any amount if the outstanding balance is already over the credit limit. We reserve the right to reduce or increase your credit limit from time to time in our sole discretion, or to revoke your Card. Those actions do not affect your obligation to pay the account balance or your responsibilities under this Agreement. We may approve transactions that exceed your credit limit without obligating us to do so in the future.

**Fees and Penalties**

**Annual Fee** – If applicable to your Card, the annual fee will be assessed annually on the anniversary of the month in which your account was opened as long as your account is open or if you maintain an account balance, whether or not you have active charging privileges.

**Cash Advance Fee** – You will pay a cash advance fee of the greater of 4% of the amount of each cash advance or \$10. *(Not applicable to student credit cards.)*

**Balance Transfer Fee** – You will pay a balance transfer fee of the greater of 4% of the amount of the balance transfer or \$10. *(Not applicable to student credit cards.)*

**Late Payment Fee** – You will pay a late payment fee of \$25 if the total minimum payment due shown on your monthly statement is not received by us on or before the payment due date. If a late fee was assessed any time in the prior six billing cycles, then the amount of the late fee will be \$35. The late fee will not exceed the total minimum payment due immediately prior to assessment of the fee.

**Returned Payment Fee** – If a payment on your account is returned for insufficient funds or for any other reason, even if it is paid upon subsequent presentment, you will pay a returned payment fee of \$25. If a Returned Payment Fee was assessed any time in the prior six billing cycles, then the amount of the returned payment fee will be \$35.00. The returned payment fee will not exceed the total minimum payment due immediately prior to the assessment of the fee or the amount of the returned payment.

**Replacement Card Fee** – You will pay \$10 for the replacement of a lost or damaged Card at your request. If this Card is “rushed”, a Rush Fee of up to \$30 may apply.

**Copies of Statements & Receipt Fee** – You will pay up to \$10 for each duplicate Account document we reproduce for you at your request or for each receipt copy you request from us.

**ACH Phone Payment** – You will pay up to \$20 if you initiate an ACH payment from your account by calling the Bank.

**Foreign Transactions**

Purchases or cash advances made in foreign currencies will be billed to you in US dollars. The conversion to US funds will be made within the operating rules for international transactions, established by MasterCard, Inc. and may occur on a date other than the transaction date; thus, the conversion rate may be different than the rate in effect on the date of the transaction. When you use your Card for a transaction denominated in a currency other than US dollars, the transaction amount will be converted into US dollars by applying an exchange rate selection by MasterCard from among the range of rates available in wholesale currency market or the government-mandated rate on the date the transaction is processed. The rate chosen may vary from the rate MasterCard itself receives. We do not determine the currency exchange rates. The converted amount will be increased by a foreign transaction fee of up to 3% of the transaction amount.

**Authorized Users**

Upon your request, we may issue additional Cards for authorized users that you designate. You must notify us in writing of any termination of an authorized user's right to access your account. Your letter must include the name of the authorized user and your account number and/or any subaccount number issued to the authorized user along with the authorized user's Card and any other convenience issued to the authorized user. If you cannot return the authorized user's Card or if you request your account to be closed, we will close your account and you may apply for a new account. You are responsible for payment of all credit extended to the authorized user.

**Joint Accounts**

If this is a joint account, each of you will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that we can require one of you to individually repay the entire amount owed under this Agreement. Each of you authorizes the other(s) to make purchases, balance transfers, or cash advances, to the extent applicable to your account individually. Any one of you may terminate the account and the termination will be effective as to all of you. You agree that all parties to your account are authorized on your behalf to request credit limit increases, to agree to amendments or modifications to the account, to enter into settlements or agreements with us regarding the account, to request additional Cards, or to authorize others to transact business on the account.

**Marital Property**

You agree that the credit granted will be incurred in the interest of marriage or family. You understand that we may be required to give notice of this account to your spouse. No provision of any marital property agreement, unilateral statement, or court decree adversely affects our rights unless we get a copy of such agreement, statement or decree before we grant you credit.

**About Default**

Upon the occurrence of any of the following events of default: (a) you fail to make the minimum payment on time, two times during any 12 month period or (b) you die, cease to exist, change residency to another state, become insolvent or subject of bankruptcy or insolvency proceedings, or fail to observe any other covenant or duty contained in this Agreement, if such event or breach materially impairs your ability to pay amounts when due; then the entire balance on your account (including interest and fees) will become immediately due and payable, but if your account is governed by the Wisconsin Consumer Act, it will become immediately due and payable only if you do not cure your default within 15 calendar days after notice is provided to you. If governed by the Wisconsin Consumer Act, we have this right, without notice and opportunity to cure, if the default is your third default within 12 months and you are notified of the prior two defaults and you cured those defaults. If we consider your account to be in default, we may suspend

your ability to make charges. You also agree to pay all reasonable costs that we incur to collect amounts owed, including reasonable attorneys' fees to the extent permitted by applicable law.

#### **Right to Set-Off**

**You grant us a security interest and lien in any deposit account you may have with us at any time (now or in the future), unless such lien would be prohibited by law or would render a nontaxable account taxable. We may, at any time after the occurrence of an event of default and the lapse of any applicable cure period if required by law, without notice or demand, set-off against any deposit balance or exercise any lien rights and remedies in any deposit account in which you have granted us a security interest. By use of, signing, or retaining the Card, you acknowledge and affirmatively agree that you intend to grant us a security interest and lien as a condition for use of the Card.**

#### **About Termination**

You may terminate your account at any time by advising us in writing. Your termination of the account does not affect your liability for full payment of the balance owed on the Card and the account will continue to be governed by this Agreement until the balance is paid in full. Subject to any limitations under applicable law, we reserve our right to revoke your Card at any time without prior notification and without affecting your obligation to pay the account balance.

#### **Credits**

If you are granted credit by a merchant for returns or adjustments for goods or services purchased, we apply those credits first to offset your current purchases, and then to your previous balance. If your credit and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances, or refund it on your written request if it is \$1.00 or more. We will make a good faith attempt to return to you any credit balance that remains on the account within 4 months.

#### **Rewards**

We partner with UChoose Rewards. The rewards program varies with your product type. In all cases, these points expire in 2 years. If you wish to participate in UChoose Rewards, you must register your Card at [www.uchooserewards.com](http://www.uchooserewards.com), where you can also find additional information about the UChoose Rewards program. The UChoose Rewards program is governed by the terms, conditions and restrictions available to participants at [www.uchooserewards.com](http://www.uchooserewards.com) and are subject to change from time to time as outlined in the program terms. We may elect to adjust, add, or delete benefits related to the UChoose Rewards program, or to discontinue the program at any time without notice to you.

#### **Declined Transactions**

We may decline to authorize a charge for suspected fraud or if you are over your credit limit or in default. We are not responsible for any losses you incur if we do not authorize a charge or for the dishonor of your Card by any provider of goods or services.

#### **The Effect of Agreement and Amendments**

This Agreement is the contract which applies to all transactions on your account even though the sales, cash advances or credit slips you sign may contain different terms.

We may amend this Agreement at any time and for any reason to the extent permitted by applicable law. We may amend this Agreement by adding, deleting, or changing provisions of this Agreement and will comply with all applicable notice requirements contained in federal and Wisconsin states laws, including, to the extent applicable, Regulation Z and, if your account is governed by the Wisconsin Consumer Act, sec. 422.415, Wis. Stats. To the extent the law permits, and we indicate in our notice to you, amendments will apply to your existing account balances as well as to future transactions. If notice is provided to you, we will tell you in the notice that you may reject certain changes in terms we wish to make to your account. In the event you reject the change in terms, we may terminate privileges to obtain credit by using your Card and we may close your account. Termination of the account does not affect your liability for full payment of the balance owed and this Agreement will continue to govern until the account is paid in full.

#### **Changing your Personal Information**

You must notify us immediately if you change your billing address (either physical or e-mail address), name or telephone number. All notices and bills are sent to your address of record and we will update your address if we receive information that your address has changed.

#### **Unauthorized Use**

You will take reasonable steps to prevent the unauthorized use of your Card. If you notice the loss, theft or unauthorized use of your Card, please notify us immediately at (855-325-0905). You may be liable for unauthorized use of the Card. In any case, your liability will not exceed \$50.00 and you will not be liable for unauthorized use which occurs after you notify Bank First Credit Card Services (855-325-0905). You agree to assist us in determining the facts relating to any theft or possible unauthorized use of your Card and to comply with the procedures we may require for our investigation. You will notify us orally (855-325-0905) or in writing (<https://www.onlineaccessplus.com/bankfirstnational>) of the loss, theft, or possible unauthorized use of the Card.

#### **Credit Reporting Agencies**

We may check information about you or your credit history with consumer reporting agencies or others. We may also report information about you and your Card account to consumer reporting agencies or to other companies as allowed by law and our privacy policy. If you do not fulfill the terms of this Agreement, we may submit a negative report reflecting on your credit record to one or more consumer reporting agencies. If you believe we have reported inaccurate information about your Card account to a consumer reporting agency, you should notify us by sending your Card account number and description of the information you believe to be inaccurate, along with any supporting documentation, to:

Bank First Credit Card Department  
PO Box 10  
Manitowoc, WI 54221-0010

#### **Waiver**

Our failure or delay in exercising any rights under this Agreement does not mean that we may not exercise those rights later.

#### **Assignment of Account**

We may sell, assign, or transfer your Card account or any receivables created under your Card account without notice to you. You may not sell, assign, or transfer your Card account without first obtaining our written consent.

#### **Severability**

If any provision of this Agreement is found to be invalid, the remaining provisions will continue to be effective

### **Military Annual Percentage Rate (MAPR) Disclosure**

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 specific credit transactions or accounts); any participation fee charged (other than certain participation fees for a credit card 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:

Bank First Credit Card Department  
PO Box 10  
Manitowoc, WI 54221-0010

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. 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:

Bank First Credit Card Department  
PO Box 10  
Manitowoc, WI 54221-0010  
[www.onlineaccessplus.com/bankfirstnational](http://www.onlineaccessplus.com/bankfirstnational)

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.



# BankFirst

## Consumer Credit Cards STATEMENT OF TERMS AND CONDITIONS

\*This Statement of Terms and Conditions is hereby incorporated into the Bank First, N.A. Consumer Credit Card Agreement\*

Interest Rates and Interest Charges	First Rewards Elite
APR is a variable rate for purchases	<b>Prime + 5.24%-16.24%</b> APR interest rate range. Rate is determined by credit history. This APR will vary with the market based on Prime Rate.
APR for Balance Transfer	<b>Prime + 20.74%</b>
APR for Cash Advances	<b>Prime + 20.74%</b>
Penalty APR	None
Minimum Interest Charge	If you are charged interest, the charge will not be less than \$2.00

<b>How to Avoid Paying Interest on Purchases</b>	Your due date is 25 days after the close of each billing cycle. We will not charge interest on purchases if you pay your entire balance by the due date of each month.
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Fees	First Rewards Elite
<b>Annual Fee</b>	<b>\$50</b>
<b>Transaction Fees</b>	
Cash Advances	<b>4% or \$10</b> whichever is greater
Balance Transfers	<b>4% or \$10</b> whichever is greater
Foreign Transactions	Up to <b>3%</b>
<b>Penalty Fees</b>	
Late Payment	Up to <b>\$40</b>
Over Credit Limit	None
Returned Payment	Up to <b>\$40</b>
<b>Other Fees</b>	
Replacement Card	<b>\$10</b> for replacement of lost or damaged card. Rush Fee Up to <b>\$40</b>
Copies of Statements & Receipts	Up to <b>\$10</b>
ACH Phone Payment	Up to <b>\$20</b>

### For Credit Card Tips from the Consumer Financial Protection Bureau

To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <http://www.consumerfinance.gov/learnmore>.

We calculate your balance based on the "average daily balance (including new purchases)" method. See your account agreement for more details. Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

#### Introductory Special

- **0% Interest on purchases for 6 months**
- **0% Interest on balance transfers for 6 months**

UChoose Rewards	First Rewards Elite
	1.5% on all purchases with no cap. Points expire in 2 years.

Right to Set-Off	First Rewards Elite
	You grant us a security interest and lien in any deposit account you may have with us at any time (now or in the future), unless such lien would be prohibited by law or would render a nontaxable account taxable. We may, at any time after the occurrence of an event of default and the lapse of any applicable cure period if required by law, without notice or demand, set-off against any deposit balance or exercise and lien rights and remedies in any deposit account in which you have granted us a security interest. By use of, signing, or retaining the Card, you acknowledge and affirmatively agree that you intend to grant us a security interest and lien as a condition for use of the Card.

