

Retailer Name:
Retailer Address:
Reference Number:

Creditor: Mid America Bank & Trust
Company
P.O. Box 400
Dixon, MO 65459

For Questions About Your Account, Please Contact
the Servicer Below

Servicer: Tidewater Finance Company™
P.O. Box 13306
Chesapeake, VA 23325-3306
1-888-413-1083

Application for Credit Account

SEE ATTACHED CREDIT AGREEMENT AND TRUTH IN LENDING DISCLOSURES

FOR TERMS AND COSTS OF CREDIT

Applicant's Last Name	First Name	Initial	Social Security Number	Date of Birth	Area Code/Phone Number
Co-Applicant's Last Name	First Name	Initial	Social Security Number	Date of Birth	Area Code/Phone Number
Applicant's Current Address	City	State	Zip Code	Move-in Date Month	Year
Monthly Mortgage/Rent Payment	E-Mail Address(es)				

Present Employment—Applicant			Present Employment—Co-Applicant		
Employer Name			Employer Name		
Employer Address			Employer Address		
Area Code/Phone Number	Job Title		Area Code/Phone Number	Job Title	
Gross Annual Employment Income \$	Date Of Employment Month Year		Gross Annual Employment Income \$	Date Of Employment Month Year	
Other Income (Note: You do not need to disclose alimony, child support or separate maintenance income if you do not want us to consider it as a source for payment of this obligation.)			Other Income (Note: You do not need to disclose alimony, child support or separate maintenance income if you do not want us to consider it as a source for payment of this obligation.)		
Other Income \$	Other Income Sources(s)		Other Income \$	Other Income Sources(s)	
Nearest Relative Who Does Not Live With You & Relationship				Relationship	
Current Address	City	State	Zip	Area Code/Phone Number	

State Laws Require Us To Give The Following Notices: **California Residents:** Applicant if married may apply for a separate account. If you wish to receive disclosure of the terms for this credit, pursuant to the Areias Credit Card Full Disclosure Act of 1986, check here and return to the address on this application. **New York Residents:** NOTICE TO NEW YORK CONSUMER: In connection with your application for credit, a credit report may be obtained which contains information on your creditworthiness, credit standing, credit capacity and general reputation. If you request, you will be informed whether a consumer report was obtained and if so, you will be given the name and address of the consumer reporting agency which furnished the report. If your application is granted, subsequent consumer reports may be obtained in connection with any update, extension or renewal of credit. New York residents may contact the New York state department of financial services by telephone or visit its website for free information on comparative credit card rates, fees, and grace periods. Call 1-800-342-3736 or visit www.dfs.ny.gov. **Ohio Residents:** THE OHIO LAWS AGAINST DISCRIMINATION REQUIRE THAT ALL CREDITORS MAKE CREDIT EQUALLY AVAILABLE TO ALL CREDITWORTHY CUSTOMERS, AND THAT CREDIT REPORTING AGENCIES MAINTAIN SEPARATE CREDIT HISTORIES ON EACH INDIVIDUAL UPON REQUEST. THE OHIO CIVIL RIGHTS COMMISSION ADMINISTERS COMPLIANCE WITH THIS LAW. **Wisconsin Residents:** Marital Agreement Notice—No provision of a marital property agreement, unilateral statement under Sec. 766.59 Wis. Stats., or court decree under Sec. 766.70 Wis. Stats., will adversely affect our rights unless we are furnished a copy of the agreement, statement of decree, or we have actual knowledge of its terms, before credit is granted or the account is opened. We ask married residents of Wisconsin to provide the following information:

Name of Co-Applicant	Address of Co-Applicant
----------------------	-------------------------

1. Your signature means that you apply to Mid America Bank & Trust Company for credit pursuant to the terms of the Credit Agreement ("Agreement") attached hereto. 2. If Your application for credit is approved, Your signature means that you have read and agree to the terms of the Agreement and that all purchases on your Account are subject to the Agreement. Service charges not in excess of those permitted by law will be charged on outstanding balances. The information you furnish in this Application and on an alternate form, whether paper or electronic ("Application") is, to the best of your knowledge, complete and accurate and becomes part of the Agreement. You agree: (a) that we may obtain credit reports on you in connection with your Application and may obtain subsequent credit reports to update, renew or extend additional credit for which you apply, verify information provided on your Application, and for all other lawful uses; (b) that your information in alternate application forms may be used. 3. You consent to us and any servicer of the Account placing calls and sending text and email messages regarding the Account to any phone number or email address now or in the future associated with you, that wireless service providers may charge you for such communications, and you consent to our use of prerecorded or artificial voice messages and automatic dialing devices for such communications. You further agree that for Application and collection purposes, we may contact your employer, landlord, references and relatives to verify your employment, residence, or location unless prohibited by law. 4. APPLICATIONS ELECTRONICALLY EXECUTED: If Your Application for credit is approved, Your electronic signature and/or electronic acceptance on this Application for credit evidences Your intent to enter the Agreement and You certify that You received, read, understand and agree to the terms of the Agreement.

Patriot Act Notice: Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account, including your name, address, date of birth and other information that will allow us to verify your identity.

The Agreement has an Arbitration Clause with a Class Action Prohibition (Paragraph 8) that will not apply if You are protected by the Military Lending Act. You acknowledge that before signing below you received a copy of the Agreement in a form you can keep and that you read it and understood its terms.

Applicant's Signature	Date	Credit Limit		
Co-Applicant's Signature	Date	Associate Name & Number Confirming ID		
Applicant US Government Issued Photo ID Type	I.D. Number	State	Issue Date	Expiration Date
Co-Applicant US Government Issued Photo ID Type	I.D. Number	State	Issue Date	Expiration Date

**CREDIT AGREEMENT AND TRUTH IN LENDING DISCLOSURES
New York Residents: RETAIL INSTALMENT CREDIT AGREEMENT**

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	29.99%
How to Avoid Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$0.50.
For Credit Card Tips from the Consumer Financial Protection Bureau ("CFPB")	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 .

Fees	
Annual Fee	None
Penalty Fees	
• Late Payments	Up to \$35
• Dishonored Payments	Up to \$35

How We Will Calculate Your Balance: We use a method called "Average Daily Balance" (including new purchases). See your account agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise these rights is provided in your Agreement.

This is a consumer credit contract.

This Credit Agreement ("Agreement") is our contract with you. Please read it carefully. In this Credit Agreement:

"Account" means the open end credit account You establish with Mid America Bank & Trust Company, Dixon, MO under this Agreement. "Application" means your request for credit (opening of this Account) that You signed. "Purchase" means a transaction made on your Account to purchase goods or services from the retailer identified in the application for this Agreement. "We," "us," and "our" refer to Mid America Bank & Trust Company and any person to whom Bank assigns this Agreement or its rights and/or obligations under the Agreement ("Assignee"). "You," "you," "Your" or "your" means every individual who signs the Application for the Account and who is authorized to charge purchases of goods to the Account.

1. We May Assign Our Interest in Obligations Owed Pursuant to This Agreement: We may assign our interest in any obligations owed pursuant to the Agreement to Tidewater Finance Company™, P. O. Box 13306, Chesapeake, VA 23325. Phone 1-888-413-1083, though we are not obligated to do so. We may also assign the Agreement at our discretion to any party we choose. Tidewater Finance Company™ will service your Account on our behalf.

2. Use of Account and Your Promise to Pay: Your Account is a credit line in the amount of your credit limit, which will be communicated to you at the time of credit approval. You may use the Account to make Purchases in accordance with the terms of this Agreement. Any Purchases will reduce the credit available under the credit limit by the amount of the Purchase. As you repay those amounts, your available credit will be restored by the amounts you repay (though there may be a delay in restoring available credit until after we receive funds from your bank). If we allow you to make Purchases that exceed your credit limit, you agree to repay those amounts

immediately upon demand. You may access the unused portion of the credit limit so long as you are not in default under this Agreement. You agree to pay for all Purchases You or anyone you authorize to use the Account charge to the Account, and all other charges assessed to the Account under the terms of this Agreement. When You sign the Application You agree to every term in this Agreement. Therefore, read this entire Agreement, including the cost-of-credit disclosures required by federal and/or state law, before You sign.

3. The Cost of Credit:

A. Interest Charge Accruals: An interest charge will accrue from the date of any Purchase or other advance you make pursuant to this Agreement.

B. Promotional Plan ("Promotional Plan"): If we offer You a Promotional Plan, including any deferred interest financing program, we will communicate the terms of the Promotional Plan at the time of the offer. If the Promotional Plan is a deferred interest program, you must make timely minimum monthly payments and must pay your promotional balance in full within the promotional period in order to avoid being assessed interest charges that accrue during the promotional period from the date of the purchase. If you fail to do so, you must repay all interest that has accrued on the promotional balance during the promotional period.

C. Monthly Terms: An interest charge will be imposed at the monthly periodic rate of 2.499%, which equates to an annual percentage rate of 29.99%. Interest charges will accrue from the Purchase date, except that no interest charges will be imposed in any billing cycle in which (a) there is no balance at the beginning of the billing cycle, or (b) payments received and credit issued within 25 days after the cycle closing date shown on the monthly statement equal or exceed the cycle opening balance. At any time, You may pay Your total unpaid balance including any accrued interest and/or other charges without a penalty.

D. We Compute the Interest Charge Using the Average Daily Balance Method: We compute the interest charge on the Account by applying the monthly periodic rate shown to the average daily balance (including new purchases) of the Account. To get each day's daily balance, we take the Account's balance at the beginning of the day, add any new Purchases, and subtract all payments or credits. This gives us the daily balance. Any unpaid late fees, returned payment fees, or convenience fees, and any accrued and unpaid interest charges are not added to the daily balance and are not part of the Average Daily Balance. Any negative balance (a credit balance) is treated as \$0. Notwithstanding anything to the contrary above, any portion of a balance that is repaid while subject to a grace period for interest Purchases is excluded from the average daily balance and will not incur interest charges. We then add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle, which gives us the Average Daily Balance.

E. Billing Statements and Billing Error Rights: We will provide a periodic billing statement at the end of each billing cycle in which you have account activity or a credit or debit balance. The periodic billing statement will show your Account balance at the end of the billing cycle reflected in the statement ("New Balance"), your Minimum Payment Due and other Account information (including transactions and charges). Information about Your right to dispute transactions is included in Paragraph 22 of this Agreement.

F. Minimum Interest Charges: If the interest charge resulting from application of the above stated monthly periodic rate is less than \$.50, we will impose a minimum finance charge of \$.50.

G. Additional Fees and Charges: If you make an expedited payment with the assistance of a customer service representative, you will be charged a convenience fee of \$8.00, except as prohibited by applicable law.

4. The Amount of Your Monthly Minimum Payment: Your monthly minimum payment ("Minimum Payment Due") is the greater of \$75 or 7.5% of the New Balance reflected on your billing statement, but in no case will the Minimum Payment Due exceed \$250. We reserve the right to change your minimum payment requirements from time to time, subject to any notice requirements.

5. How We Will Apply Your Payments: We will apply payments we receive in the following order: first, to accrued late fees and credit service charges, next to the oldest past due minimum payment, then the next oldest past due minimum payment, etc.; second, to the current minimum payment due; third, to other unpaid fees arising under this Agreement, except we will apply payments in a different order where required or allowed by law.

6. What Happens if You Break Your Promises and Default: If you do not pay any Minimum Payment Due on time (or within 10 days of the due date in IA), or, to the extent not prohibited by law, if the prospect of payment or performance is significantly impaired, the Account will be in default. Subject to any notice and right you may have to cure the default, we may declare the entire unpaid balance on the Account due and payable (except in WI you will not be in default until you fail to make a Minimum Payment Due on two occasions within any 12-month period). If after default the Account is referred to an attorney who is not our salaried employee, you agree to pay our reasonable attorney's fees, to the extent not prohibited by law. You also agree to pay reasonable collection costs and court costs incurred in collecting on this Agreement or enforcing our rights in the Agreement, to the extent not prohibited by law. Notwithstanding anything to the contrary above: Utah residents: Collection Fees and Rights Upon Default: You understand and accept that if you fail to pay your account by the scheduled due date, We may refer your delinquent account to an attorney or a third party collection agency to collect what you owe, and you are responsible for paying the attorney fees or third party collection agency fees which may be based on a percentage at a maximum of 40 percent (40%) of your delinquent account, together with all costs and expenses. Attorney Fees available to Non-Defaulting Party: In the event either party defaults in any of the terms or provisions of this Agreement, the non-defaulting party shall be entitled to recover its, his or her, reasonable attorney's fees, whether or not suit is commenced or final judgment is obtained.

New Hampshire residents: If you successfully assert a partial defense or counterclaim, the court may withhold part or all of any attorney's fees to which we may be entitled. Texas Residents: If you are in default, we may require you to repay the entire unpaid principal balance, and any accrued interest at once. You agree that we do not have to give you notice that we are demanding or intend to demand immediate payment of all that you owe.

7. How You Must Contact Us If You Try to Settle the Account for Less Than the Total Unpaid Balance: All communications about disputed amounts, including any check or other payment instrument in any amount less than the total unpaid balance that is marked "paid in full," any payment tendered with conditions or limitations, or that you otherwise tender as full satisfaction of a disputed amount, must be directed to customer service at our street address shown on your monthly statement. We will not lose any of our rights by depositing such a payment. See Paragraph 16.

8. Arbitration of Disputes-No Jury Trials or Class Actions: This paragraph will not apply if You are protected by the Military Lending Act. This paragraph describes Claims that will be arbitrated instead of litigated in court. Claims include, but are not limited to, disputes, rights, actions and claims between you and us which preceded or directly or indirectly arose from this Agreement or the relationship between you and us involving this Agreement. You and we agree to arbitrate all Claims in any way related to the formation, interpretation, execution, performance and enforcement of this Agreement.

Claims to be arbitrated include:

- tort claims, whether unintentional, intentional, negligent or grossly negligent;
- express or implied contract claims;
- claims based directly or indirectly on the Uniform Commercial Code or other state law or regulation;
- claims arising in whole or in part from a federal statute, including the Truth-in-Lending Act, Fair Credit Reporting Act, Equal Credit Opportunity Act, FTC Act, or the Consumer Financial Protection Act of 2010; and
- claims regarding this agreement to arbitrate, including whether it is void, voidable, a contract of adhesion, fails for lack of consideration, is procedurally or substantively unconscionable, or is contrary to public policy.

You and we agree that an arbitrator, not a federal or state court, regulatory agency or public or private mediator, has the exclusive authority to resolve all Claims.

You or we may elect that a Claim be resolved by arbitration. If we elect to require that a Claim be resolved by arbitration but you do not exercise your right to elect that the Claim be arbitrated, the Claim will be arbitrated. If neither we nor you elect arbitration, the Claim will not be resolved by arbitration but will be litigated in court. All arbitration under this Paragraph 8 will be by and under the rules (the "Rules") of the American Arbitration Association ("AAA") in effect when the Claim is made. We will substitute another nationally recognized arbitration organization using procedures similar to the Rules if AAA does not serve or if you ask us to. For the AAA Rules currently in effect, call AAA at 800-925-0155 or visit its website (<http://www.adr.org>).

If we or you request arbitration of a Claim, you and we will not have the right to litigate the Claim in court. This means:

- there will be no judge or jury trial on the Claim;
- no pre-arbitration discovery will be permitted except as the Rules permit;
- you will arbitrate your Claim only - no Claim can be arbitrated on a class or representative basis;
- neither we nor you will have the right to participate as a representative or member of any class of persons pertaining to any Claim being arbitrated; and,
- an arbitrator will have no power or authority to arbitrate Claims of multiple persons simultaneously or in conjunction with one another.

Generally, an arbitrator's decision is final and binding. Other rights you would have in court may not be available in arbitration. Neither you nor we waive the right to arbitrate by filing suit until a final judgment is rendered.

Arbitration hearings will take place in the federal judicial district in which you reside. If you ask us in writing, we will temporarily advance you the filing, administrative, and hearing fees for the arbitration of your Claim against us (but not if the Claim is against you) in excess of any filing fee you would have had to pay to file the Claim in a state or federal court (whichever is less) in the judicial district in which you reside. The arbitrator will decide if you have to repay the advance. If you must repay, you agree to do so. The arbitrator may make other rulings regarding your and our payment of filing, administrative, and hearing fees as required by law or necessary to assure that this Paragraph 8 is enforceable. Unless unlawful, you and we will each pay our own lawyers', experts' and witness fees in all situations related to arbitration.

Paragraph 8 is governed by the Federal Arbitration Act ("FAA"). The arbitrator will apply substantive law consistent with the FAA. The arbitrator will apply all applicable limitations periods and will honor all valid privilege and work-product claims. If the Rules and Paragraph 8 conflict, Paragraph 8 governs. Either you or we may enter judgment on the arbitrator's award in any court with jurisdiction. The arbitrator's decision will be final and binding, except for any appeal right under the FAA. Unless otherwise ordered by the arbitrator, the appealing party will pay appeal costs.

You may opt out of this Paragraph 8 by sending a notice of your election to do so to Tidewater Finance Company™, P.O. Box 13306, Chesapeake, VA 23325-3306. The election to opt out must be signed by all persons obligated on the account and postmarked no later than 10 days from the date of this Agreement.

9. What You Agree to Pay if a Payment Is Dishonored: If you use a check or electronic payment to make payment on the Account and it is returned or dishonored for any reason, including insufficient funds, we may impose a fee of \$26 that will be charged to the Account, except that if a payment is returned or dishonored again within six billing cycles of a prior return or dishonor, you will be charged \$35. However, the amount of the fee will not exceed the amount of the required minimum periodic payment due immediately prior to assessment of the fee.

10. What You Agree to Pay if Your Payment is Late: If we do not receive a monthly minimum payment within 10 days of its due date, we will impose a late fee in the amount of \$26, except that if you are late again within six billing cycles of a prior violation, you will be charged \$35. However, the late fee will not exceed the amount of the returned minimum periodic payment due immediately prior to assessment of the late fee.

11. How We May Cancel or Limit Your Credit: We have the right at any time to limit or terminate the use of the Account and increase or reduce the credit limit without giving you advance notice, except to the extent prohibited by applicable law. If our authorization system is not working, we may be unable to authorize a transaction even if you have sufficient available credit. We will not be liable to you if this happens. We are not responsible for the refusal of anyone to accept or honor an additional Purchase on the Account. If you close the Account, you remain responsible for any unpaid balance.

12. How The Account May Be Closed If It Is Not Used: We will treat the Account as voluntarily closed if: (1) It has a zero balance; and (2) You do not use any of its available credit within 12 months of the balance reaching zero (18 months in CA).

13. We May Change this Agreement: We may change any term of this Agreement, including the Annual Percentage Rate of interest charges, by furnishing you any notice of the change required by law and, if required, an opportunity to reject the change. If permitted by law, we may apply any new terms to existing Account balances and later transactions.

14. We May Investigate and Report Your Credit: You authorize us to investigate your credit history by obtaining credit reports and making direct inquiries of

businesses including, but not limited to where you have accounts, places where you work(ed), and your landlord(s). We may request credit reports from credit reporting agencies to consider your Application and in connection with updates, renewals, extensions of additional credit or collection of the Account. If you request, we will tell you if a credit report was requested and the name and address of the credit reporting agency that furnished the report. You also authorize us to report your performance under this Agreement to credit reporting agencies, and others who may legally receive such information. **Important Information About Credit Reporting:** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

15. How You May Dispute the Accuracy of Credit Information We Report About You: If you believe we have reported inaccurate information about you to a credit reporting agency, please contact us through our servicer, Tidewater Finance Company™, at P.O. Box 13306, Chesapeake, VA 23325-3306. When you contact us, identify the information in question, tell us why you believe it is inaccurate, and provide any documentation that supports your belief. If you have a credit report that includes the information that you believe is inaccurate, send a copy of that report to assist our investigation.

16. We Do Not Waive Our Rights: You agree we have the right to delay or refrain from enforcing our rights under this Agreement without waiving them. For example, and without limitation, we may extend the time you have to make a payment without extending the time to make other payment(s); we may accept postdated checks, payments tendered with conditions or limitations and accept late or partial payments without waiving our right to demand that future payments be made in full when they are due; and we may forgive a particular charge or fee without waiving our right to impose that charge or fee in the future. We will not be liable for depositing postdated checks you may send.

17. We May Monitor and/or Record Telephone Calls: To assure that you receive the best possible customer service and that our employees comply with the law and our policies, you agree that telephone calls may be recorded or listened to by us.

18. You Must Notify Us When Your Address Changes: You agree to promptly notify us in writing of your new address if you move or change your mailing address. Until you give us notice of a new address, we may send monthly statements and other notices to the address we have on record for the Account.

19. What Law Governs This Agreement: This Agreement will be construed, applied, and governed by federal law, and to the extent not preempted by federal law, the laws of the State of Missouri (pursuant to Missouri Revised Statute 408.145, we rely on Nebraska law for rates and fees imposed under this Agreement). Our ability to collect attorneys' fees, collection and court costs will be governed by the law of your state of residence. The Agreement is the final expression of the credit agreement between the parties and it may not be contradicted by evidence of an alleged oral agreement.

20. When This Agreement Becomes Effective: This Agreement is not effective until we approve your Application and you or someone authorized by you signs an invoice or otherwise charges a purchase to the Account.

21. Additional Federal and State Law Disclosures:

Delaware Residents: You may pay the outstanding balance of your Account in full at any time without penalty. Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month.

Iowa Residents: This is a consumer credit transaction.

Maryland Residents: This Agreement is governed by Subtitle 9, Title 12 of the Maryland Commercial Law Article.

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 the agreement between us, except as we may later agree in writing to modify it.

New Hampshire Residents: You will be entitled to reasonable attorney's fees if you prevail in any action, suit or proceeding brought by you or us. If you successfully assert a partial defense or set-off, recoupment or counterclaim to an action brought by us, the court may withhold from us the entire amount or such portion of the attorney fees as the court considers equitable.

New Jersey Residents: This agreement applies to residents of multiple states, and certain provisions in this agreement may be void, unenforceable or inapplicable to residents in states other than New Jersey. None of these provisions are void, unenforceable or inapplicable to New Jersey residents. However, please note that, if you reside in New Jersey, any collection

fees imposed upon default are limited to 20% of the principal balance and interest outstanding. In addition, we will not accelerate the balance solely on the basis that we deem ourselves to be insecure.

New York Residents: New York residents may contact the New York state department of financial services by telephone or visit its website for free information on comparative credit card rates, fees, and grace periods. Call 1-800-342-3736 or visit www.dfs.ny.gov.

NOTICE TO THE CONSUMER: 1. Do not sign this credit agreement before you read it or if it contains any blank space. 2. You are entitled to a completely filled in copy of this credit Agreement.

South Carolina Residents: The arbitration provision in this Note is not governed by the South Carolina Uniform Arbitration Act.

Texas Residents: This written loan agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Utah Residents: As required by Utah 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.

West Virginia Residents: The provisions of this Agreement that purport to require you to pay attorneys' fees and collection costs are void.

For Married Wisconsin Residents: You agree that this obligation is or will be incurred in the interest of the marriage or the family.

NOTICE: You consent to us and any servicer of the Account placing calls and sending text and email messages regarding the Account to any phone number or email address now or in the future associated with you, that wireless service providers may charge you for such communications, and you consent to our use of prerecorded or artificial voice messages and automatic dialing devices for such communications. You further agree that for Application and collection purposes, we may contact your employer, landlord, references and relatives to verify your employment, residence, or location unless prohibited by law.

Patriot Act Notice: Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account, including your name, address, date of birth and other information that will allow us to verify your identity.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

22. YOUR BILLING RIGHTS

KEEP THIS NOTICE 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 monthly statement, write to us at the address listed on 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 monthly statement, 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 monthly 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 is 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 monthly statement 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 account 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 at:

Tidewater Finance Company™
P.O. Box 13306
Chesapeake, VA 23325-3306,

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.



Privacy Policy

Account Issued by: Mid America Bank & Trust Company

Serviced by: Tidewater Finance Company™

FACTS

WHAT DOES MID AMERICA BANK & TRUST COMPANY DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and transaction history
- Account balances and payment history
- Credit history and credit scores

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Mid America Bank & Trust Company chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Mid America Bank & Trust Company share?*	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	No	Mid America Bank & Trust Company has no affiliates
For our affiliates' everyday business purposes— information about your creditworthiness	No	Mid America Bank & Trust Company has no affiliates
For non-affiliates to market to you	No	We don't Share

Questions?

Call 1-888-413-1083

Who we are

Who is providing this notice?

Tidewater Finance Company™ (Servicer) on behalf of Mid America Bank & Trust Company (Issuer)

What we do

How does Mid America Bank & Trust Company protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Also we only allow employees, authorized service providers and other parties as required or permitted by law to access your account.

How does Mid America Bank & Trust Company collect my personal information?

We collect your personal information, for example, when you

- open an account or give us your contact information
- pay your bills or apply for a loan
- use your credit or debit card

We also collect your personal information from others, such as credit bureaus, affiliates or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for non-affiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Mid America Bank & Trust Company has no affiliates*

Non-affiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Non-affiliates we share with can include other financial companies and non-financial companies such as retailers, marketing companies and service providers.*

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include companies such as other financial companies and financial service providers.*

Other important information

CA Residents: We will not disclose information about you to other financial service providers with which we have joint marketing agreements, other than as required or permitted by law, unless you authorize us to do so.

CA, ND, and VT residents: To the extent that related state law applies, we will not disclose information about you to anyone other than our affiliates without your express authorization except as required or permitted by law

NV residents: We are providing you this notice pursuant to state law. You may be placed on our internal Do Not Call List by sending a request to P.O. Box 13306, Chesapeake VA 23325 or calling us at 888-413-1083. In addition to our contact information, we are required by Nevada law to provide you with the following information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; 702-486-3132; BCPINFO@ag.state.nv.us.