



is otherwise created in your Account, we will not pay interest on that amount. Your payments are not deemed to be received until they are posted to your Account. See the monthly statement of your Account for details on timely posting of payments. Mail your payment, accompanied by the payment remittance stub, using the envelope enclosed with your monthly statement or to the payment address provided on the monthly statement. Or make your payment online by going to [statefarm.com](http://statefarm.com). The crediting of payments sent to any location other than the payment address or received in any other manner may be delayed. Do not send correspondence of any type to the payment address. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your Account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, the funds may be withdrawn from your account on which the check is drawn as soon as the same day we receive your payment and you will not receive your check back from your financial institution. For inquiries about your account, please call us toll-free at 1-877-SF4-VISA (1-877-734-8472) or write us at P.O. Box 87, Deposit, New York 13754-0087.

Your payments will be allocated among the charges on your Account in any manner we determine that is consistent with the requirements of applicable law, without regard to any contrary instructions from you. If different annual percentage rates apply to different balances of your Account, we will allocate any amount you pay in excess of the required Minimum Payment Due first to the balance with the highest annual percentage rate and any remaining portion to the other balances in descending order based on the applicable annual percentage rate in a manner that complies with applicable regulations and regulatory guidance. Even though your payment may be credited to your Account in the billing cycle in which the payment is received, your available credit may not be increased by the amount of the payment until your payment has cleared.

If you pay more than the Minimum Payment you will not thereby prepay or postpone the due date of payments in the following months and you will continue to be obligated to make the Minimum Payment amount (if any) shown on your monthly statements in succeeding months.

Payments must be made in U.S. dollars, and we may refuse to accept checks not denominated in U.S. dollars. You agree not to use a State Farm Bank Balance Transfer, Convenience Check, or the proceeds of a Cash Advance to make any payment on your Account.

#### **Our Right to Require Immediate Payment**

Subject to our giving any notice required by law and to any other limitations imposed by law, you will be in default and, at our election, we can require you; to pay immediately all amounts you owe us under this Agreement without notice or demand if (1) you fail to pay any amount you owe under this Agreement exactly when due; or (2) your Account balance exceeds your credit limit, or if we have established a separate Cash Advances credit limit or other credit sublimit for your Account, your Cash Advances balance exceeds your Cash Advances credit limit or you exceed any other credit sublimit of your Account; or (3) you fail to abide by any other term of this Agreement; or (4) your ability to pay us is materially impaired (including, without limitation, if you file or have filed against you as debtor a proceeding under any chapter of the Bankruptcy Code); or (5) you die or become incapacitated; or (6) you are in default on any other credit account or loan you have with us.

#### **Collection Costs**

If you are in default, unless prohibited by applicable law, you agree to pay us or reimburse us for all costs and disbursements, including reasonable attorney's fees, we pay or incur in legal proceedings (including bankruptcy proceedings) to collect or enforce the debt you owe under this Agreement.

#### **Payment Holidays**

From time to time, solely at our option, we may allow you to skip one or more monthly payments. We will notify you when this option is available. If you skip a payment, interest (and credit protection fees, if any) will continue to accrue on your Account balance in accordance with this Agreement. The requirement that you make the Minimum Payment due each month will resume following the payment holiday.

#### **Transactions Made in Foreign Currencies**

If a transaction is made in a foreign currency, we and Visa International will convert the transaction into a U.S. dollar amount. Visa will act in accordance with their operating regulations or conversion procedures in effect at the time the transaction is processed and may use (i) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (ii) the government-mandated rate in effect for the applicable central processing date, in each instance plus or minus any adjustment determined by Visa or us. The currency conversion rate calculated in this matter that is in effect on the processing date may differ from the rate in effect on the transaction date or the posting date. When any transaction must be converted back into a foreign currency because of a refund or other reversed transaction, the same currency conversion formula will apply.

#### **Billing Cycles of Your Account**

Each billing cycle of your Account begins on the day after the closing date shown on the preceding monthly statement of your Account and ends on the closing date shown on the monthly statement of your Account for the current month. A billing cycle occurs even if you do not receive a monthly statement of your Account as otherwise provided in this Agreement.

#### **Authorized Use of Your Card by Others**

If you permit any person to have access to your card or Account number with the authorization to make a charge, or if you request us to issue a Card on your Account to another person, you will be liable for all charges made by that person, including charges you may not have intended that person to make.

If you are an authorized user and you use a card or the Account, you are liable for each transaction you make on the Account plus any Finance Charges, Fees and Other Charges, and expenses provided in this Agreement and related to such transactions. If you are an authorized user, your liability does not relieve any cardholder under this Agreement from liability for the authorized user's transactions until paid.

#### **Special Provisions Regarding Checks**

You may stop payment on an unpaid Check by providing us with the check number, dollar amount, and payee exactly as they appear on the Check. A stop payment request expires six months after the date we accept your stop payment order unless you renew it in writing within two weeks prior to the expiration date.

If you post-date a Check, we may honor the Check immediately upon presentation or return it unpaid, at our election, without in either case waiting until the date shown on the Check. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to take.

You may not use a Check or any other Cash Advance to make a payment under this Agreement or any other credit account you may have with us.

#### **Certain Limitations on Use of Your Card**

Your Account is a consumer credit account. You must not use your Card primarily for business or commercial purposes.

You must not use your Card for any unlawful purpose or in any illegal transaction.

#### **Additional Cardholder Benefits**

We may offer you certain additional cardholder benefits from time to time, including balance transfers, interest free special purchases, and temporary APR reductions. Any such benefits, if offered and provided to you, will be subject to the restrictions outlined in the benefits brochure we provide to you. However, unless otherwise stated in the promotion, the terms of this Agreement shall also govern any such Special Purchase Promotion. We reserve the right to change, add to or discontinue these benefits and services at any time without notice to you.

#### **Refusal to Honor Your Card; Refused Authorizations**

We will not be liable if any other bank, any ATM, or any seller or lessor of goods or services refuses to honor your Card or retains your Card when you attempt to use it. Even though you have available credit on your Account, we may fail or decline to authorize a particular transaction due to operational difficulties or, at our discretion, for other reasons we deem to be appropriate.

#### **Gaming and Wagering Transactions**

The State Farm Bank credit card is not to be used for any gaming or wagering transactions, including transactions for casino chips, bets, wagers, Internet gambling or any other gaming or wagering transaction. State Farm Bank will decline transactions for casino chips, bets, wagers, Internet gambling or any other gaming or wagering transaction.

#### **Suspension or Termination of Your Account**

We may suspend or terminate your right to obtain additional credit at any time, subject only to any limitations under federal law or to the extent federal law does not preempt state laws, under the laws of the State of Illinois. All Cards we issue to you or at your request remain our property, and you agree to return all such Cards to us at our request. You may terminate your right to obtain additional credit at any time by cutting all unexpired Cards outstanding on your Account in two and returning them to us. Your obligations under this Agreement continue unchanged after your right to obtain credit has been suspended or terminated by you or by us.

#### **Obligation of Multiple Cardholders**

All joint accountholders are individually and jointly responsible for paying the entire outstanding balance on the Account. If two or more persons are responsible for paying any outstanding balance, we may refuse to release any of them from liability until all of the unexpired Cards outstanding on the Account have been returned to us and the Account balance is paid in full. The obligations of the other obligated persons will not be affected by the release or discharge of one or more of the persons who are responsible for paying all or any part of the Account.

#### **Amendments; Replacement Cards**

Subject to our giving any notice required by law and to any other limitations on our giving any notice, we may amend this Agreement at any time to change, add, or delete provisions upon such notice to you and subject to such limitations as are required and imposed under applicable provisions of federal law or to the extent federal law is not controlling, the laws of the State of Illinois. If a longer minimum notice period is not specified by applicable federal or Illinois law for the amendments we propose to make, we may amend this Agreement upon not less than 15 days notice to you. Unless otherwise provided by law, any notice of changed terms may be included on or with the monthly statement of your Account and, the notice period will begin to run when we mail or deliver the notice to you. If a notice of an amendment gives you the opportunity to reject the amendment, and if you reject the amendment in the manner provided in the notice, we may terminate your right to receive additional credit and may require you to return all credit devices as a condition of your rejection of the amendment. If the amendment so provides, and subject to the requirements of applicable law, the amended Agreement (including any increased rate or amount of interest or other finance charge and other increased charges and fees) will apply to both existing and new balances of your Account, including, subject to the provisions of the notice of change in terms, all Purchases, Cash Advances and Balance Transfers

after the effective date of the amendment. Any letter, payment instrument or other communication you direct to us with the intent to amend this Agreement must be sent to us in writing at: State Farm Bank, P.O. Box 2326, Bloomington, Illinois 61702-2326. If any such payment instrument is received at any other address, we may accept the payment instrument, which will not constitute consideration, and no amendment to the Agreement shall have been effected. This Agreement may be amended only by a writing originated by us and sent to you or a written amendment signed by one of our authorized representatives.

We may replace your Card with another credit card at any time.

#### **Communications Concerning Disputed Debts**

Any payment instrument you send us for less than the full balance due that is marked "paid in full" or similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to State Farm Bank, P.O. Box 2326, Bloomington, Illinois 61702-2326. We reserve all our rights regarding such instruments. For example, if it is determined there is no valid dispute or if any such instrument is received at any other address, we may accept the instrument and you will still owe any remaining balance to us. We may refuse to accept any such instrument by returning it to you, not cashing it, or destroying it. Satisfaction of your debt for less than the full amount due requires a written agreement, signed by one of our authorized representatives.

#### **Change of Name or Mailing Address**

You must notify us immediately of any change of your name or mailing address from that shown on your latest monthly statement. The back of your monthly statement contains a form you may use for this purpose.

#### **Assignment**

We may at any time, and without notice to you, assign your Account, any sums due on your Account, this Agreement, and our rights or obligations under your Account and this Agreement to any person or entity. The person or entity to whom we make any such assignment shall be entitled to all of our rights under this Agreement, to the extent assigned. You may not assign your rights under this Agreement.

#### **Unauthorized Use of Your Account**

Please notify us immediately of the loss, theft, or possible unauthorized use of your Card. You may be liable for unauthorized use of your Card if your gross negligence results in unauthorized use. You will not be liable for unauthorized use that occurs after you notify us in writing at State Farm Bank, P.O. Box 94, Deposit, New York 13754-0094, or by telephone at 1-877-734-8472, of the loss, theft, or possible unauthorized use. In any case, your liability for unauthorized use will not exceed \$50.

Please sign your Card immediately after you receive it. Please safeguard your Card like you would if it were cash. Do not disclose your PIN to anyone else.

#### **Monitoring Telephone Conversations**

You consent to and authorize us, any of our affiliates, and our marketing associates to monitor and/or record (unless prohibited by law) any of your telephone conversations with our representatives or the representatives of any of such companies.

#### **Information Gathering and Sharing**

Please refer to the State Farm® "Notice of Privacy Policy" for our policies on collecting, using, securing, and sharing nonpublic personal information. Additional copies of our "Notice of Privacy Policy" are available by calling us toll-free at 1-877-SF4-BANK (1-877-734-2265), on our website ([statefarm.com](http://statefarm.com)), or from your local State Farm agent.

If you believe that inaccurate or incomplete information about you or your Account has been shared by us with a credit reporting agency, write to us at: State Farm Bank, P.O. Box 94, Deposit, New York 13754-0094. Please include your name, address, home phone number, and Account number, and explain which information you believe is inaccurate or incomplete.

#### **Governing Law**

This Agreement, including, without limitation, the interest to be charged, is governed by Federal law and to the extent Federal law is not controlling, by the laws of the State of Illinois without regard to its conflict of laws principles.

#### **Severability; No Waivers**

If any part of this Agreement is found to be invalid, the rest remains effective. Any failure or delay by us in exercising any of our rights or remedies under this Agreement or under applicable law does not mean that we will not be permitted to exercise those rights or remedies later. We may accept late payments or partial payments without losing any of our rights or remedies. You have not waived under this Agreement any of your rights or our duties under the Illinois Financial Services Development Act.

#### **Transactions with Merchants**

**Return Policy.** If a merchant discloses a policy such as "no returns", "no refund", "no return or credit without receipt", "as is", "store credit only", or "all sales final", you will be bound by that policy when you use your Card or Account to buy goods or services from that merchant. **Reservations.** When using your Account to make travel or lodging reservations, obtain the merchant's cancellation policy and follow it if you cancel. If you cancel, obtain the merchant's cancellation number that it is required to give you. The merchant may charge you for a cancelled transaction unless you can provide us with the merchant's cancellation number. **Recurring Transactions.** If you authorize a merchant to charge your Account for repeat transactions with your Card, you must notify the merchant when you want to discontinue the repeat transactions or if your Account is closed or a new Account number is issued by us.

**Dispute Assistance.** If you disagree with a transaction on your statement or have a dispute with the merchant as a result of the transaction, you will provide information or assistance we reasonably request to permit us to investigate the transaction. Otherwise, you will pay us for any resulting loss we have (up to the amount of the transaction) unless we are prohibited by applicable law from holding you liable for our loss. **"Your Billing Rights" controls.** If any provision of this paragraph conflicts with any part of the "Your Billing Rights" section below that is applicable to the particular transaction, the terms of the "Your Billing Rights" section will control.

#### **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: State Farm Bank, P.O. Box 1420, Deposit, New York 13754-1420.

In your letter, give us the following information:

- (1) **Account information:** Your name and Account number.
- (2) **Dollar Amount:** The dollar amount of the suspected error.
- (3) **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 that it 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: Interest 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: State Farm Bank, P.O. Box 1420, Deposit, New York 13754-1420.

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.

**Notice for Married Wisconsin Residents.** No provision of any marital property agreement, unilateral statement, or court order applying to marital property will adversely affect State Farm Bank interests unless prior to the time credit is granted, State Farm Bank is furnished with a copy of the agreement, statement or court order, or State Farm Bank has actual notice of the provision. Married Wisconsin residents must furnish the name and address of their spouse to State Farm Bank at PO Box 87, Deposit, New York 13754-0087.