

EASY ADVANCE SERVICE AGREEMENT
(Effective 8-23-2011)

Please retain this Agreement for your records.

IMPORTANT: Please read this entire Easy Advance Service Agreement carefully, so you can make a fully informed decision. You must review and accept the Easy Advance Service Agreement (the "Agreement") as a condition of participating in the Easy Advance Service.

Easy Advance ("Advance") is a service provided by BestBank that offers consumer checking customers, who meet eligibility requirements, advance access to their next deposit which can help get them through a financial emergency. You may qualify for an Easy Advance that can be immediately deposited into your BestBank Checking Account. When you apply for an Advance under the Easy Advance Program, you agree to be governed by the terms of this Agreement.

This Service is expensive and must be repaid quickly. Please read this important information.

- You will be charged an application fee of \$30 for each Advance you request. You will be charged that application fee regardless of whether your Advance is approved.
- Although an application fee of this kind is technically not a "finance charge" for purposes of the Federal Truth in Lending Act, if the application fee were treated as a finance charge for those purposes, the Annual Percentage Rate would be approximately 277% on a \$360 Advance if the entire balance of the Advance was outstanding for 11 days.
- The Service is designed to help our customers meet their short-term needs. Typically, this would be irregular or unanticipated expense.
- This Service is not intended to provide a solution for longer-term financial needs or recurring and/or expenses you can plan for. Other forms of credit may be less expensive and more suitable to such long-term financial needs.
- The minimum Advance is \$200. If you have Direct Deposit, the maximum Advance is \$400 or 50% of the average direct deposits made to your Checking Account in each of the last 2 months, whichever is less. If you do not have direct deposit the maximum Advance is \$200.

We encourage you to talk to a BestBank employee to see if you may qualify for another type of credit that may be less expensive and/or more suitable to your credit needs or if there are other alternatives for your financial needs. Some alternative sources you could consider include: a credit card, personal loans, a home equity line of credit, using existing savings, or borrowing from a relative. If you decide to use this service, only use as much as you can afford to pay back with your next deposits within the foreseeable future. You can minimize your need for this service by planning ahead and understanding this type of borrowing is expensive. We discourage regular, repeated use of the Easy Advance service and we encourage you to seek credit counseling (many agencies can be found in your local telephone book) and explore other credit options.

If you find yourself in a situation where the funds in your Checking Account may be insufficient to cover checks or other items that will post to that account, you may choose to use the Easy Advance service to avoid the overdraft. In order for an Advance to cover an overdraft item, the Advance must be completed before the item posts to your account. *Remember, though, the Easy Advance service is an expensive form of credit, and while the Application Fee may be lower than an overdraft or insufficient funds fee, you may want to consider other ways to minimize your exposure to overdraft fees.*

IMPORTANT DEFINITIONS

In this Agreement certain words have special meanings. To understand this Agreement you need to keep those special meanings in mind as you read this Agreement:

- The "Bank," "we," "us" and "our" refer to BestBank.
- "You" and "your" refer to any account owner of a Checking Account, without regard to whether that account owner may have used the Easy Advance service.

- “Checking Account” is a consumer checking account that you maintain with us, to which an Advance may be or has been deposited.
- A “Direct Deposit” is a deposit electronically made directly to your Checking Account by your employer, a governmental agency, or other payor, and may include such electronic deposits as payroll or benefit-related income and tax refunds or other special one-time non-repetitive electronic deposits. For purposes of this Agreement, you “have Direct Deposit” if 3 Direct Deposits of \$75 or more have been made to your Checking Account during the 3 months immediately preceding your application for an Advance.

COSTS

We charge an application fee to determine if you qualify for an Advance. You will be charged an application fee of **\$30 each time you apply** for an Advance, **regardless of whether the Advance is approved**, how much money is advanced or the length of time that any approved Advance is outstanding. The application fee will be charged at the time of the application and will be deducted from your current Checking Account balance as soon as the application has been processed. If your application for an Advance is approved, the Advance is automatically deposited into your Checking Account. If the balance in that account is negative, the Advance will be applied first to the repayment of that negative balance.

An application fee of this kind is technically not a "finance charge" for purposes of the Federal Truth in Lending Act. However, if the application fee were treated as a finance charge for those purposes, the Annual Percentage Rate would be approximately 277% on a \$360 Advance if the entire balance of the Advance were outstanding for 11 days.

ELIGIBILITY REQUIREMENTS

To be eligible for an Advance, you must meet the following requirements:

- You must have a personal, individual or joint Checking Account at BestBank that is not a custodial, trust, beneficiary, or business account.
- Account owner(s) on the Checking Account must be at least 18 years of age.
- Your Checking Account must have been open for at least 120 days if your account does not have “Direct Deposit”, or for at least 30 days if your account has “Direct Deposit”. You have “Direct Deposit” if 3 electronic Direct Deposits of \$75 or more have been made to your Checking Account during the 3 months immediately preceding your application for an Advance.
- You must have deposits into your Checking Account totaling \$500 or more in each of the previous 2 months (a month is defined as a 35-day period). In order for a deposit to be included in that total, it must be \$75 or more and be in the account the day before you apply for an Advance (ATM deposits and account transfers do not qualify).
- You may not have an unpaid Advance made under the Easy Advance service, nor may you be part of our Fresh Start program or in default under the terms of this Agreement.
- Your Checking Account may not be frozen or subject to garnishment, a bankruptcy order, or other legal process.
- Your Checking Account may not be overdrawn for 7 or more consecutive business days **and**, if it has, you will not be eligible for an Advance until the overdraft has been repaid in full and you have maintained a positive balance for at least 6 consecutive business days.
- If you have received 8 Consecutive Advances, you will not be eligible for an additional Advance until 35 days after the 8th consecutive Advance has been repaid in full. Advances will be deemed “Consecutive”, unless: (1) Two deposits* of \$100 or more have been made since repayment of the preceding Advance in full; or (2) at least 35 days has passed between repayment of the preceding Advance in full and approval of the following Advance. *For Direct Deposit customers, the two deposits must be electronic direct deposits.
- You cannot exceed 36 Easy Advances in a calendar year (Jan 1 – Dec 31).
- Even if you may otherwise be eligible, you may not receive more than one Advance within any four day period.
- You must agree to be governed by the terms of this Agreement.

MINIMUM & MAXIMUM ADVANCE AMOUNT

Advances will not be made in an amount less than \$200. If you meet all the Eligibility Requirements above and “have Direct Deposit” at the time your Advance is approved, you are eligible for an Advance equal to 50% of the average of the Direct Deposits of \$75 or more made to your Checking Account during each of the 2 months preceding the approval of your Advance, rounded to the nearest \$20, but not more than \$400. You will be considered to “have Direct Deposit” if 3 Direct Deposits of \$75 or more have been made to your Checking

Account during the 3 months immediately preceding your application for an Advance. If you meet all the eligibility requirements listed above but do not have Direct Deposit at the time of the Advance, you are eligible for an Advance of \$200.

We reserve the right, at any time at our sole discretion and upon such notice as may be required by applicable law, to reduce your maximum Advance to any amount, including \$0, based on your use of the Easy Advance service, your handling of the funds in your Checking Account, or other factors.

HOW TO APPLY FOR AN EASY ADVANCE

Before you request an Advance, review the Eligibility Requirements. You may request an Easy Advance through our automated phone banking system, INFO Line, at **1-800-235-INFO (4636) and choosing option 4 for Easy Advance**. You will be charged an Application Fee of **\$30 each time you apply** for an Advance, **regardless of whether the Advance is approved**. The application fee will be deducted from the Checking Account at the time of the application. If your application is approved, the Advance will be immediately deposited directly into your Checking Account. If your Checking Account has a negative balance, the Advance will be applied to the repayment of the negative balance before any remainder is available for withdrawal.

REPAYING YOUR ADVANCE

When certain deposits* of \$100 or more are made to your Checking Account, we will: (1) automatically deduct the amount of that deposit or the amount of the outstanding balance of your Advance, whichever is less, from your Checking Account; and (2) apply that amount to the repayment of your Advance. We will continue to make such automatic deductions from Deposits to your Checking Account until the Advance has been paid in full.

*If you had Direct Deposit at the time of the Advance, we will make these automatic deductions only from electronic Direct Deposits of \$100 or more that are made to your Checking Account. If you did not have Direct Deposit at the time of the Advance, we will make automatic deductions of this kind from any deposit of \$100 or more is made to your Checking Account.

In addition, you may repay an outstanding Advance at any time using our Repay Now feature through our automated phone banking system, INFO Line, at 1-800-235-INFO (4636), option 4.

If automatic deductions or other payments are not sufficient to fully repay your Advance in full by the 35th day after the Advance was made, we will automatically debit your Checking Account on the 35th day after your Advance for the full amount of the outstanding balance of the Advance. If there are not sufficient funds in your Checking Account at that time to fully repay the remaining balance of your Advance, your Checking Account will become overdrawn when the Advance is repaid, and any other transactions posted to your account that day may be subject to overdraft or insufficient fund fees in accordance with the account agreement governing your Checking Account. **If you cannot repay your overdrawn balance and fees, you risk the closure of your Checking Account, and negative information may be reported to consumer reporting agencies. This may impact your future ability to open a deposit account or qualify for credit.**

DEFAULT

If an overdraft created by the deductions described above is not paid in full within 8 business days, you will be considered in default of this Agreement and your access to the Easy Advance service will be discontinued. You will also be considered in default and your access to advances under the Easy Advance service may be discontinued permanently, if: (1) you file a bankruptcy petition or one is filed against you; (2) you commit fraud or make any misrepresentation in connection with your use of the Easy Advance service; or (3) you fail to pay an outstanding balance after your Checking Account is closed.

CLOSURE OF YOUR CHECKING ACCOUNT

If you close your Checking Account and there is a balance due on an outstanding Advance, we will automatically deduct that balance due from your closing balance. Even if there are insufficient funds in the Checking Account to cover the balance due at the time the account is closed, you will still be obligated to pay the outstanding balance of the Advance.

CHANGE IN TERMS

We reserve the right to change the terms of this Agreement at any time with notice to you. Such changes may apply to any outstanding advances as well as to future advances. You may choose to accept changes in terms

by continuing to use the Easy Advance service or keeping your Checking Account open, or you may decline the change in terms by no longer using the Easy Advance service after the effective date of the change or requesting that access to the Easy Advance service be discontinued.

QUESTIONS ABOUT YOUR STATEMENT

Details of the advances you made, Application Fees incurred, repayment and any outstanding balances will appear on your Checking Account statement. If you have a question or think there is an error concerning your Easy Advance Service, you should contact us immediately at (800) 235-4636 or by writing to us at the following address: BestBank, 4000 W. Brown Deer Road, Brown Deer, WI, 53209. You must tell us your name, account number and the dollar amount and description of the suspected error, together with an explanation as to why you believe there is an error. You must contact us no later than 60 days after we sent you the first statement on which the problem or error appeared. We will attempt to complete our investigation within 10 business days of you notifying us. We will report the results of our investigation within three business days after completing our investigation and correct any error promptly. If we need more time, we may take up to 45 days to investigate your complaint or question, as long as we temporarily credit your account within 10 business days for the amount you think is in error so you will have use of the money during our investigation. If you call us to report an error, we may ask you to send your complaint or question in writing, which you must do within 10 business days in order to receive temporary credit. After we receive your letter or other inquiry, it cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question and we can apply an unpaid amount against your Easy Advance limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your Easy Advance balance that are not in question. If we find that we did not make a mistake on the amount you question, we will send you a written explanation and a statement of the amount you owe and the date that it is due. You may ask for copies of any documents we used in our investigation. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if its explanation does not satisfy you and you write to us at 4000 W. Brown Deer Road, Brown Deer, WI, 53209 within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. We must also tell you the name of anyone to whom we report you and tell that person or company that the matter has been settled between us and you when it finally is.

GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with federal law and, to the extent state law applies, the law of Wisconsin. If any provision of this Agreement is held to be invalid, the remaining provisions will remain valid and enforceable.

DISPUTE RESOLUTION PROGRAM: NON-JUDICIAL RESOLUTION OF DISPUTES

If you have a dispute with us, and you are not able to resolve the dispute informally, you and we agree that the arbitration process described in detail in the account agreement governing your Checking Account will apply to any dispute, regardless of when it arose. A dispute is any unresolved disagreement between you and us (including our employees, officers, directors, attorneys, and other agents). It includes any dispute relating in any way to the Easy Advance Service or related services or matters described in this Agreement; to your use of any of the our locations or facilities, or to any means you may use to access the Bank. It includes claims based on broken promises or contracts, torts (injuries caused by negligent or intentional conduct) or other wrongful actions. It also includes statutory, common law and equitable claims. A dispute also includes any disagreement about the meaning of this Agreement, and whether a disagreement is a "dispute" subject to binding arbitration.

Neither you nor the Bank will be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity. The exercise, or failure to exercise any right to arbitrate disputes that you or the Bank may have under this Agreement does not stop you or the Bank from exercising any lawful rights to use other remedies available to preserve, foreclose or obtain possession of real or personal property, exercise self-help remedies, including setoff and repossession rights; or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment or the appointment of a receiver by a court having jurisdiction.

NEED MORE INFORMATION? BestBank's Customer Service Representatives are available (8am–7pm CST Mon–Fri, 9am– 3pm Sat) to help answer questions you may have about the Easy Advance Service. Call **1-800-235-INFO (4636)** or visit your nearest branch.

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