## YOUR BILLING RIGHTS

| Interest Rate and Interest Charges | |
|---|---|
| **APR for Cash Advances** | **18.00%.** |
| **Paying Interest** | You will be charged interest from the transaction date. |
| **Fees** | |
| **Annual Fee** | **$35** |

How We Will Calculate Your Balance: We use a method called the "daily balance" method (including new advances). 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.

***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:

Maquoketa State Bank
203 N. Main St., Maquoketa, IA 52060

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.

Revised April 2025

# PRA Personal Reserve Account Agreement

MAQUOKETA STATE BANK
An Ohnward Bancshares Bank

Maquoketa, Iowa 52060
MEMBER FDIC

**Required Annual Disclosure**

**(1) THE PERSONAL RESERVE LOAN SHALL BE MADE UNDER CHAPTER 524 AND THE IOWA CONSUMER CREDIT CODE OF THE IOWA CODE** and shall be available by means of an automatic credit to customer's checking account in multiples of $100.00, or the unused portion of the Maximum Personal Reserve Loan available hereunder if less than $100.00 at any time checks drawn against the checking account, or other charges to said account, are in excess of the balance of said account.

**(2)** Customer may request Bank to credit the proceeds of a Personal Reserve Loan to customer's checking account in advance of the time customer draws a check against the account. In this event, Bank will credit the amount requested (up to the Maximum Personal Reserve Loan available) to customer's checking account and such amount will constitute a Personal Reserve Loan effective as of the date the amount is so credited.

**(3)** An annual PRA fee of $35 will be debited from customer's account each year on the first business day in May for the privilege of maintaining a demand deposit account with a line of credit that may be accessed by writing a check.

**(4)** In accordance with the Chapter 524 and the Iowa Consumer Credit Code of the Iowa Code, Customer shall repay the Personal Reserve Loan as follows: On Customer's monthly billing date (to be established by the Bank) after the original Loan is credited to account, **BANK SHALL CHARGE CUSTOMER'S CHECKING ACCOUNT WITH AN AMOUNT EQUAL TO 5% OF THE AGGREGATE UNPAID PRINCIPAL AMOUNTS OF ALL PERSONAL RESERVE LOANS MADE TO CUSTOMER AND SUCH AMOUNT SHALL BE CHARGED TO CUSTOMER'S ACCOUNT EACH MONTH THEREAFTER UNTIL SUCH TIME AS LOAN IS PAID OR AT SUCH TIME AS A LESSER AMOUNT WILL DISCHARGE ALL OUTSTANDING INDEBTEDNESS HEREUNDER WITH MINIMUM PAYMENTS TO BE $10.00. AT WHICH TIME AS A NEW LOAN IS CREDITED TO CUSTOMER'S ACCOUNT, THE PAYMENT WILL BE RECALCULATED FOR THAT MONTH AND SUCH PAYMENT WILL CONTINUE UNTIL LOAN IS DISCHARGED. THE BALANCE UPON WHICH ANY AMOUNT SHALL BE FIGURED WILL BE THE BALANCE EXISTING ON THE LAST DAY OF YOUR STATEMENT CYCLE.**

**(5)** Advances shall constitute loans to the undersigned depositor and shall bear **INTEREST AT THE RATE OF 18%, BEGINNING ON THE DATE OF ADVANCE. IF THE PAYMENT ON CYCLE DAY IS LARGER THAN THE ACCOUNT BALANCE, THIS PAYMENT WILL NOT BE MADE. AS SOON AS A DEPOSIT IS CREDITED THE PAYMENT WILL BE DEDUCTED.**

**(6) THE AMOUNT OF FINANCE CHARGE IS CALCULATED BY APPLYING THE DAILY PERIODIC RATE OF .04932 PERCENT ON THE DAILY BALANCES (ANNUAL PERCENTAGE RATE OF 18.000 PERCENT). TO GET DAILY BALANCES, TAKE THE BEGINNING BALANCE OF THE ACCOUNT EACH DAY, ADD ANY NEW LOANS AND SUBTRACT ANY PAYMENTS OR CREDITS, THEN MULTIPLY THE DAILY BALANCE EACH DAY OF THE STATEMENT PERIOD (INCLUDING THE LAST STATEMENT DATE BUT EXCLUDING THE CURRENT STATEMENT DATE) BY THE DAILY PERIODIC RATE. THEN, ADD UP ALL OF THESE DAILY FINANCE CHARGES TO GET THE TOTAL FINANCE CHARGE.**

(7) Customer may prepay all or a part of the unpaid balance of the Personal Reserve Loan at any time without penalty. If a prepayment constitutes prepayment in full of the outstanding balance of the Personal Reserve Loan, or if such prepayment constitutes partial payment of the outstanding balance of the Personal Reserve Loan and is received by the Bank on the monthly billing date, the amount of such prepayment in either case will be applied as of the date of receipt against the unpaid balance of the Personal Reserve Loan as provided above in the monthly repayment schedule as set out in **Paragraph 4**. If a prepayment constitutes partial payment of the outstanding balance of the Personal Reserve Loan and is received by the Bank on the date other than the monthly billing date, then the amount of such prepayment will be applied against the principal balance of the Personal Reserve Loan.

**(8) BANK IS AUTHORIZED TO CHARGE AGAINST CUSTOMER'S CHECKING ACCOUNT AT ANY TIME ANY PAYMENT OWING UNDER THIS AGREEMENT. BANK SHALL HAVE A SECURITY INTEREST FOR THE PAYMENT OF ALL OBLIGATIONS UNDER THIS AGREEMENT IN ALL PROPERTY AND ASSETS OF THE CUSTOMER WHICH ARE IN THE POSSESSION OR CONTROL OF BANK.**

(9) Bank may refinance any existing Personal Reserve Loan to Customer in order to combine it with a new Personal Reserve Loan to Customer. The unpaid balance of the existing Personal Reserve Loan will be added to the principal of the new Personal Reserve Loan, at which time the repayment schedule and finance charges set forth in Paragraphs 4 and 5 of this agreement will be applicable to the new Personal Reserve Loan.

**10) BANK SHALL NOT BE OBLIGATED TO HONOR ANY OVERDRAFT IN EXCESS OF THE UNUSED PORTION OF THE MAXIMUM PERSONAL RESERVE LOAN AVAILABLE.** If any such overdraft is paid, Bank shall have the election to determine whether the same is a Personal Reserve Loan hereunder or an overdraft that is immediately due and payable in full.

**(11) BANK WILL ESTABLISH A REGULAR MONTHLY BILLING DATE FOR CUSTOMER AND WILL MAIL TO CUSTOMER A MONTHLY STATEMENT OF ACCOUNT. SUCH STATEMENT SHALL BE DEEMED CORRECT UNLESS CUSTOMER NOTIFIES BANK IN WRITING TO THE CONTRARY WITHIN 60 DAYS AFTER THE DATE OF SUCH STATEMENT.**

(12) All payments made shall apply first to any unpaid interest in arrears, then to any unpaid installment of principal amount and then current principal and interest.

**(13) CUSTOMER HEREBY AGREES THAT BANK MAY AT ANY TIME AMEND THIS AGREEMENT, INCLUDING THE RATE OF THE FINANCE CHARGE AND THE CORRESPONDING ANNUAL PERCENTAGE RATE BY GIVING WRITTEN NOTICE THEREOF AT LEAST 60 DAYS PRIOR TO THE EFFECTIVE DATE OF THE AMENDMENT, WHICH SHALL BE EFFECTIVE AS TO ALL PERSONAL RESERVE LOANS CREATED THEREAFTER.**

**(14) IN THE EVENT CUSTOMER BECOMES INSOLVENT, DEFAULTS IN THE PAYMENT OF ANY INSTALLMENT OR CHARGE, CLOSES THE CHECKING ACCOUNT, A JOINT BORROWER IS REMOVED FROM THE CHECKING ACCOUNT, OR IN THE EVENT BANK DEEMS ITSELF INSECURE, BANK MAY DECLARE THE PERSONAL RESERVE LOAN, IMMEDIATELY DUE AND PAYABLE, AND CUSTOMER AGREES TO PAY ALL COSTS OF COLLECTION AND REASONABLE ATTORNEY FEES INCURRED BY BANK IN ENFORCING THE AGREEMENT OR IN COLLECTION OF ANY AMOUNT DUE UNDER THIS AGREEMENT.**

(15) Either Customer or Bank may terminate this agreement by mailing or otherwise giving written notice to that effect to the other party, but no such termination shall affect any liability to pay all obligations hereunder as herein provided.

(16) This agreement shall become effective upon its acceptance by Bank and Bank will advise Customer of the Maximum Personal Reserve Loan to be provided by Bank under this agreement. Customer hereby acknowledges receipt of a copy of its proposal to the Bank.

(17) Customer hereby agrees that, in the event a Bank Debit Card is issued with respect to the account or accounts described, (1) the Card will be used only to obtain cash on deposit in the account or to obtain the proceeds of a Personal Reserve Loan actually available; (2) if the account is a joint account, any use of the Card which is binding on one joint depositor will (despite the absence of any written withdrawal order) be binding on both or all joint depositors; (3) Customer will be bound by all other terms and conditions regarding the use of the Card established from time to time by Bank and mailed to Customer with the Card or enclosed in a monthly account statement or otherwise communicated to Customer.

**(18) THE MAXIMUM OF CREDIT AS REFERRED TO IN PARAGRAPH 1 SHALL BE $5,000.00 IN CONNECTION WITH THE DEPOSITOR'S CHECKING ACCOUNT NUMBER.**