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## VISA Business Low Rate Credit Card Application

Select the Dart Bank Credit Card you would like to apply for:

Visa Commercial (Low Rate Card)

### Business Information

Legal Name of Business		Assumed Name(s) for Business (doing business as)			
Federal Tax ID Number		State of Organization		Years in Business	
Business Street Address (No PO Box)		Suite	City	State	Zip Code
Mailing Address (if different from above)		Suite	City	State	Zip Code
Business Phone Number		Annual Revenue (most recent year-end)		Net Profit (most recent year-end)	
Business Structure (please provide a copy of By-Laws, Operating Agreement, Partnership Agreement, as applicable)			Business Description		
<input type="checkbox"/> Sole Proprietor		<input type="checkbox"/> Corporation (for profit)			
<input type="checkbox"/> Partnership		<input type="checkbox"/> Corporation (non-profit)			
<input type="checkbox"/> LLC		<input type="checkbox"/> Other _____			

### Authorized Signer(s) / Guarantor(s)

Print Full Name – First, Middle Initial, Last		Social Security #		Date of Birth (Month/Day/Year)*	
Driver's License Number		Issuing State		Cell Phone	
(DL) Expiration Date		(DL) Issuing Date			
Permanent Address (No PO Boxes Allowed)		Apt.	City	State	Zip Code



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Email Address		Home Phone	Work Phone
Title (i.e. Owner, President, Vice President, etc.)		Number of Years at Business	Annual Income <sup>1,2</sup>
Monthly Housing Payment	Rent, Own or Other	Requested Credit Limit	

Print Full Name – First, Middle Initial, Last		Social Security #	Date of Birth (Month/Day/Year)	
Driver's License Number		Issuing State	Cell Phone	
(DL) Expiration Date		(DL) Issuing Date		
Permanent Address (No PO Boxes Allowed)	Apt.	City	State	Zip Code
Email Address		Home Phone	Work Phone	
Title (i.e. Owner, President, Vice President, etc.)		Number of Years at Business	Annual Income <sup>1,2</sup>	
Monthly Housing Payment	Rent, Own or Other	Requested Credit Limit		

<sup>1</sup>Income can include salary, wages, overtime, bonuses, commissions, self-employment, social security, retirement income, public assistance, disability, interest, dividends, and/or rental income.

<sup>2</sup>Income from alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

<sup>3</sup>Joint Applicant should not include income already reported by other applicant.

	Authorized Signer / Guarantor Signature (signed individually and on behalf of the Business)		Date
<b>Sign Here</b>			
	Authorized Signer / Guarantor Signature (signed individually and on behalf of the Business)		Date



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<b>Sign Here</b>			
<p>By signing this application, you understand and agree that The Dart Bank (“we”), as the creditor and issuer of your Account, will rely on the information provided here in making this credit decision, and you certify that such information is accurate and complete to the best of your knowledge. If we open an Account based on this Application, you and the Business will be individually and jointly liable for all authorized charges and for all fees referred to in the most recent Cardmember Agreement, which may be amended from time to time. We may request consumer credit reports about you for evaluating this Application and in the future for reviewing Account credit limits, for Account renewal, for servicing and collection purposes and for other legitimate purposes associated with your Account. By signing this application, you also agree that we may verify your employment, income, address and all other information provided with other creditors, credit reporting agencies, employers, and third parties.</p> <p>Receipt of Disclosures:</p> <p>By signing above, I certify that I have received &amp; reviewed the disclosures attached to this application.</p> <p>*If under the age of 21, Dart Bank must require 30 Days’ worth of paychecks.</p>			

Additional Cardholders		
Print Full Name – First, Middle Initial, Last	Social Security #	Date of Birth (Month/Day/Year)
Driver’s License Number	Issuing State	Home / Cell Phone Number
(DL) Expiration Date	(DL) Issuing Date	
Requested Limit		

Print Full Name – First, Middle Initial, Last	Social Security #	Date of Birth (Month/Day/Year)
Driver’s License Number	Issuing State	Home / Cell Phone Number
(DL) Expiration Date	(DL) Issuing Date	
Requested Limit		

Print Full Name – First, Middle Initial, Last	Social Security #	Date of Birth (Month/Day/Year)
Driver’s License Number	Issuing State	Home / Cell Phone Number



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## VISA Business Low Rate Credit Card Application

(DL) Expiration Date	(DL) Issuing Date	
Requested Limit		

**For Office Use Only**

Referred by: \_\_\_\_\_



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Interest Rates and Interest Charges	Pricing Schedule
Annual Percentage Rate (APR) for Purchases	<b>12.00%-20.75%</b> . This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	<b>12.00%-20.75%</b> This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	<b>12.00%-20.75%</b> This APR will vary with the market based on the Prime Rate.
Penalty APR and When It Applies	<p><b>25.00%</b>. This APR will vary with the market based on the Prime Rate.</p> <p>This APR may be applied to your account if you:</p> <ol style="list-style-type: none"> <li>1. Make a late payment</li> </ol> <p><b>How Long Will the Penalty APR Apply?</b> If we increase your APRs due to a late payment, we may keep them at this higher level on existing and new balances until you make six consecutive on-time payments</p>
Paying Interest	Your due date is at least 25 days after the close of each billing period (at least 23 days for billing periods that begin in February). We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers as of the later of the transaction date or the first day of the billing period in which the transaction posted to your Account.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$2.00
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">www.consumerfinance.gov/learnmore</a>

Fees	
Annual Fee	<b>None</b>
Balance Transfer Fee	<b>3%</b> of the amount of each transfer.
Cash Advance Fee	Either <b>\$10</b> or <b>3%</b> of the amount of each cash advance, whichever is greater.
Late Fee	<b>\$25</b> the first time you are late, after that up to <b>\$35</b>
Returned Payment Fee	<b>\$25</b> the first time you are late, after that up to <b>\$35</b>

**How We Will Calculate Your Balance:** We will use a method called “average daily balance” (including current transactions)”. See the Cardmember Agreement for details.

**Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.**



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Thank you for choosing Dart Bank. This Agreement explains the current terms and conditions of your Account. The enclosed Pricing Schedule is part of this Agreement. Please read this Agreement, including the Pricing Schedule, carefully. Keep them for your records. Contact us if you have any questions. We have included a "Definitions" section for your reference.

### **ACCEPTANCE OF AGREEMENT**

You accept this Agreement if you do not cancel your Account within 30 days after receiving a Card. You also accept this Agreement if you or an Authorized User use the Account. You may, however, reject the "Arbitration of Disputes" section as explained in that section.

### **CHANGES TO YOUR AGREEMENT**

The rates, fees and terms of this Agreement may change from time to time. We may add or delete any term to this Agreement. If required by law, we will give you advance written notice of the change(s) and a right to reject the change(s). We will not charge any fee or interest charge prohibited by law.

### **USING YOUR ACCOUNT**

<b>Permitted Uses</b>	You may use your Account for Purchases, Balance Transfers and Cash Advances. You may not use it for illegal transactions.	
<b>Authorized Users</b>	You may request additional Cards for Authorized Users. You must notify us if you wish to cancel the authority of an Authorized User to use your Account.	
<b>Joint Accounts</b>	If your Account is a joint Account• each of you agrees to be liable individually and jointly for the entire amount owed on the Account; and• any notice we mail to an address provided by either of you for the Account will serve as notice to both of you.	
<b>Checks</b>	If we provide you with Checks, we will tell you whether we will treat the Check as a Purchase, Balance Transfer or Cash Advance. You may not use these Checks to pay any amount you owe us.	
<b>Credit Authorizations</b>	We may not authorize a transaction for security or other reasons. We will not be liable to you if we decline to authorize a transaction or if anyone refuses your Card, Check or Account number.	
<b>Credit Lines</b>	We will tell you what your Account credit line is. You must keep your Account balance below your Account credit line. If you do not, we may request immediate payment of the amount by which you exceed it. We may establish a lower credit line	for Cash Advances. We may increase or decrease your Account credit line or your Cash Advance credit line without notice. We may delay increasing your available credit by the amount of any payment that we receive for up to 10 business days.

### **FEES (See your Pricing Schedule for Additional Fees)**

<b>Late Fee</b>	If you do not pay the Minimum Payment Due by the Payment Due Date, we will charge you a Late Fee. The fee is \$25 if you were not charged a Late Fee during any of the prior six billing periods. Otherwise, the fee is \$35. This fee will never exceed the Minimum Payment Due that was due immediately prior to the date on which the fee was assessed.	
<b>Returned Payment Fee</b>	If you make a payment that is not honored by your financial institution, we will charge you a Returned Payment Fee even if the payment is honored after we re-submit it. The fee is \$25 if you were not charged a Returned Payment Fee during any of the prior six billing periods. Otherwise, the fee is \$35. This fee will never exceed the Minimum Payment Due that was due immediately prior to the date on which the payment was returned to us.	
<b>Returned Check Fee</b>	We will charge you a Returned Check Fee each time we decline to honor a Check. The fee is \$25 if you were not charged a Returned Check Fee during any of the prior six billing periods. Otherwise, the fee is \$35. This fee will never exceed the amount of the Check.	

### **ANNUAL PERCENTAGE RATES ("APRs") (See your Pricing Schedule for the APRs that apply to your Account)**

<b>Variable APRs</b>	The Annual Percentage Rate may increase or decrease if the highest rate of interest identified as the 'Prime Rate' in the 'Money Rates' column of the Wall Street Journal increases or decreases. The Annual Percentage Rate will be equal to the Prime Rate plus a margin of 6.5%-15.25%. The Annual Percentage Rate will be adjusted to reflect changes in the Prime Rate on a monthly basis. Card issuer will review the Annual Percentage Rate on the 10 <sup>th</sup> day of the month. If the Prime Rate on that date has changed from the rate used in the previous month,	an adjustment to the rate will be made. Rate changes will be effective on the sixth day of the following month. Any changes to rates for plans with existing balances will take effect on the first day of the billing cycle following a change in the rate. The Annual Percentage Rate will never be more than the maximum rate allowed by applicable law. Any increase will take the form of more payments of the same amount.
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## MAKING PAYMENTS

### Payment Instructions

- You must pay us in U.S. dollars. All checks must be drawn on funds on deposit in the U.S.
- You must pay us for all amounts due on your Account. This includes charges made by Authorized Users.
- We may refuse to accept a payment in a foreign currency. If we do accept it, we will charge your Account our cost to convert it to U.S. dollars.
- **We can accept late payments, partial payments or payments marked “payment in full” or with any**

**other restrictive endorsement without losing any of our rights under this Agreement.**

- We credit your payments in accordance with the terms contained on your billing statement.
- If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.

### Minimum Payment Due

You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be the greater of:

- \$20; or
- Any amount past due plus the greater of:
  - 3% of the New Balance shown on your billing statement (excluding any Interest Charges and Late Fee shown on your billing statement); or
  - any Interest

The Minimum Payment Due may also include amounts by which you exceed your Account credit line. It will never exceed the New Balance. The Minimum Payment Due is rounded up to the nearest dollar.

### How We Apply Payments

We apply payments and credits at our discretion, including in a manner most favorable or convenient for us. In all cases, we will apply payments and credits as required by applicable law.

Each billing period, we will generally apply amounts you pay that exceed the Minimum Payment Due to balances with higher APRs before balances with lower APRs as of the date we credit your payment.

## INTEREST CHARGES

### How We Calculate Interest Charges—Average Daily Balance Method (including current transactions)

#### How We Figure Your Total Interest Charges

**Cash Advance Plans-** Average Daily Balance (including current transactions). The **Interest Charge** on cash advances begins from the date you obtain the cash advance, or the first day which it is posted to your account, whichever is later. There is no grace period provided for current cycle transactions. The **Interest Charges** for a billing cycle are computed by dividing the Annual Percentage Rate (APR) by 12 and applying the periodic rate to the “average daily balance” of cash advances. To get the daily balance, we take the beginning cash balance of your account each day, add any new cash advances, and subtract any payments, credits, non-accruing fees, and unpaid Interest Charges. This gives us the daily balance of cash advances. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance of cash advances.

**Retail/Purchase Plans-** Average Daily Balance (including current transactions). **To avoid incurring additional Interest Charges on balances of purchases reflected on your monthly statement and on any new purchases appearing on your next monthly statement, you must pay the New Balance shown on your monthly statement on or before the Payment Due Date. The grace period for the purchases extends to the Payment Due Date.**

The **Interest Charges** for a billing cycle are computed by dividing the Annual Percentage Rate (APR) by 12 and applying the periodic rate to the “average daily balance” of retail purchases. To get the average daily balance, we take the beginning retail/purchase balance of your account each day, add any new purchases, and subtract any payments, credits, non-accruing fees, and unpaid Interest Charges. This gives us the daily balance of retail purchases. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance of retail purchases.

- We add up all the average monthly interest charges. The sum is the total interest charge for the billing period.

#### How We Include Fees

We add Balance Transfer Fees to the applicable Balance Transfer Transaction Category. We add Cash Advance Fees to the applicable Cash Advance Transaction Category. We add all other fees to the standard Purchase Transaction Category.

### Paying Interest

**When Interest Charges Begin** We begin to impose interest charges on a transaction, fee or interest charge from the day we add it to the daily balance. We continue to impose interest charges until you pay the total amount you owe us. **You can avoid paying interest on Purchases as described above.** However, you cannot avoid paying interest on Balance Transfers or Cash Advances.

## **OTHER IMPORTANT INFORMATION**

<b>Default</b>	<p>You are in default if:</p> <ul style="list-style-type: none"><li>• you file bankruptcy or another insolvency proceeding is filed by you or against you;</li><li>• we have a reasonable belief that you are unable or unwilling to repay your obligations to us;</li><li>• you die or are legally declared incompetent or incapacitated;</li></ul>	<ul style="list-style-type: none"><li>• you fail to comply with the terms of this Agreement or any Agreement with us or an Affiliate, including failing to make a required payment when due, exceeding your Account credit line or using your Card or Account for an illegal transaction.</li></ul> <p>If you are in default, we may declare the entire balance of your Account immediately due and payable without notice.</p>
<b>Collection Costs</b>	If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.	
<b>Merchant Disputes</b>	If you have a dispute with a merchant, you may request a credit to your Account. If we resolve the dispute in your favor, we will issue a credit to your Account. You assign to us your claim for the credited amount against the merchant and/or any third party. At our request, you agree to provide this assignment in writing.	
<b>Billing Disputes</b>	<p><b>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.</b></p> <p><b>What to do if you find a mistake on your statement.</b></p> <p>If you think there is an error on your statement, you may write to us at: Dart Bank, 368 S. Park St. Mason MI 48854 or may email us at <a href="mailto:banking@dartbank.com">banking@dartbank.com</a>. In your letter please provide the following information: your name and account number, the dollar amount of the suspected error, and a description of what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appears on your statement and 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, or electronically. 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.</p> <p><b>What will happen after we receive your letter.</b></p> <p>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. 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 \$50.900 of the amount you question even if your bill is correct. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to 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.</p>	
<b>Automatic Billing Arrangements</b>	You may set up automatic billing with a merchant. If your Account number or Card expiration date changes, you authorize us to provide this updated information to any such merchant at our discretion. You must contact the merchant directly if you wish to stop automatic billing.	



<b>Our Privacy Policy</b>	We send you our Privacy Policy when you open your Account and annually. Contact us or visit <a href="http://www.dartbank.com">www.dartbank.com</a> if you would like a copy. Please read it carefully. It summarizes:	<ul style="list-style-type: none"> <li>• how we safeguard its confidentiality and security;</li> <li>• when it may be shared with others; and</li> <li>• how you can limit our sharing of this information.</li> </ul>
<b>Reporting to Credit Reporting Agencies</b>	We may from time to time review your credit, employment and income records. We may report the status and payment history of your Account to credit reporting agencies and other creditors. We normally report to credit reporting agencies each month.	If you believe that information we reported is inaccurate or incomplete, please write us at Dart Bank 368 S. Park St. PO Box 40 Mason, MI 48854. Please include your name, address, home phone number and Account number.
<b>Our Communications with You</b>	You agree that we (and our affiliates, agents, and contractors) may monitor or record any calls between you and us. If we need to contact you to service your Account or to collect amounts you owe to us, you authorize us (and our affiliates, agents, and contractors) to contact you at any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and believe we can reach	you at. We may contact you in any way, such as calling, texting, or e-mail. We may contact you using an automated dialer or using pre-recorded messages. We may contact you on a mobile, wireless, or similar device, even if you are charged for it by your provider.
<b>Unauthorized Use</b>	You must notify us immediately if: <ul style="list-style-type: none"> <li>• your Card is lost or stolen; or</li> <li>• you believe someone is using your Account or a Card without your permission.</li> </ul>	
<b>Cancellation of Your Account</b>	<ul style="list-style-type: none"> <li>• You may cancel your Account. You will remain responsible for any amount you owe us under this Agreement.</li> <li>• Any joint Account holder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed.</li> </ul>	
<b>Purchases and Cash Advances in Foreign Currencies</b>	If you make a Purchase or Cash Advance in a foreign currency, we will convert it to U.S. dollars using a rate we choose. This rate will either be a government-mandated rate, a government-published rate or the interbank exchange rate,	depending on the country and currency in which the transaction is made. We use the rate in effect on the conversion date for the transaction. This rate may be different than the rate in effect on the Transaction Date for the transaction.
<b>Governing Law</b>	This Agreement is governed by applicable federal law and by Michigan law.	
<b>Severability</b>	If any part of this Agreement is found to be invalid, the rest of it will still remain in effect. However, if the Class Action Waiver in the "Arbitration of Disputes" section is invalidated in any proceeding in which you and we are involved, then the "Arbitration of Disputes" section will be void with respect to that proceeding.	
<b>Enforcing this Agreement</b>	We may delay enforcing or not enforce any of our rights under this Agreement without losing or waiving any of them.	
<b>Assignment of Account</b>	We may sell, assign or transfer your Account or any portion of it without notice to you. You may not sell, assign or transfer your Account without first obtaining our prior written consent.	

## **CONTACT US**

Unless we tell you otherwise, you can notify us:

- by phone at 1-800-347-3085 or
- in writing to Dart Bank, 368 S. Park ST. PO Box 40 Mason MI. 48854

When writing, please include your name, address, home phone number and Account number. You must contact us within 15 days after changing your e-mail address, mailing address or phone number.

## **DEFINITIONS**

**"Account"** means your Dart Bank card account.

**"Affiliate"** means our parent corporations, subsidiaries and affiliates.

**"Authorized User"** means any person you authorize to use your Account or a Card, whether you notify us or not.

**"Balance Transfer"** means a balance transferred from another creditor to your Account.

**"Card"** means any one or more Dart Bankcards issued to you or someone else with your authorization.

**"Cash Advance"** means the use of your Account to:

- obtain cash from participating automated teller machines, financial institutions or other locations;
- purchase lottery tickets, money orders, casino chips, foreign currency or similar items.

**"Check"** means any check we send to you to access your Account.

**"Pricing Schedule"** means the document entitled, "Pricing Schedule", which lists the APRs that apply to your Account and other important information.

**"Prime Rate"** means the highest rate of interest listed as the U.S. Prime rate in the Money Rates section of The Wall Street Journal on the last business day of the month.

**"Purchase"** means the use of your Account to purchase or lease goods or services at participating merchants.

**"We," "us" and "our"** refer to Dart Bank, the issuer of your Card.

**"You," "your" or "yours"** refer to you and any other person(s) who are also contractually liable under this Agreement.

**"Transaction Date"** means the date shown on your billing statement for a transaction or fee.

## **ARBITRATION**

Agreement to arbitrate. In the event of a dispute between you and us arising under or relating to this Account, either may choose to resolve the dispute by binding arbitration, as described below, instead of in court. Any claim (except for a claim challenging the validity or enforceability of this arbitration agreement, including the Class Action Waiver) may be resolved by binding arbitration if either side requests it. **THIS MEANS IF EITHER YOU OR WE CHOOSE ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL. ALSO DISCOVERY AND APPEAL RIGHTS ARE LIMITED IN ARBITRATION.**

**CLASS ACTION WAIVER. ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER YOU NOR WE MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER CARDMEMBERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.**

Only a court, and not an arbitrator, shall determine the validity and effect of the Class Action Waiver. Even if all parties have opted to litigate a claim in court, you or we may elect arbitration with respect to any claim made by a new party or any new claims later asserted in that lawsuit.

**Your Right to Go To Small Claims Court.** We will not choose to arbitrate any claim you bring in small claims court. However, if such a claim is transferred, removed or appealed to a different court, we may then choose to arbitrate.

**Governing Law and Rules.** This arbitration agreement is governed by the Federal Arbitration Act (FAA). Arbitration must proceed only with the American Arbitration Association (AAA) or JAMS. The rules for the arbitration will be those in this arbitration agreement and the procedures of the chosen arbitration organization, but the rules in this arbitration agreement will be followed if there is disagreement between the agreement and the organization's procedures. If the organization's procedures change after the claim is filed, the procedures in effect when the claim was filed will

apply. For a copy of each organization's procedures, to file a claim or for other information, please contact:

- AAA at 1101 Laurel Oak Rd., Voorhees, NJ 08043, [www.adr.org](http://www.adr.org) (phone 1-877-495-4185) or
- JAMS at 620 Eighth Ave., Floor 34, New York, NY 10018, [www.jamsadr.com](http://www.jamsadr.com) (phone 1-800-352-5267).

If both AAA and JAMS are completely unavailable, and if you and we cannot agree on a substitute, then either you or we may request that a court appoint a substitute.

**Fees and Costs.** If you wish to begin an arbitration against us but you cannot afford to pay the organization's or arbitrator's costs, we will advance those costs if you ask us in writing. Any request like this should be sent to Dart Bank 368 S. Park St. PO Box 40 Mason MI. 48854. If you lose the arbitration, the arbitrator will decide whether you must reimburse us for money we advanced for you for the arbitration. If you win the arbitration, we will not ask for reimbursement of money we advanced.

**Hearings and Decisions.** Arbitration hearings will take place in the federal judicial district where you live. A single arbitrator will be appointed.

The arbitrator must:

- Follow all applicable substantive law, except when contradicted by the FAA;
- Follow applicable statutes of limitations;
- Honor valid claims of privilege;
- Issue a written decision including the reasons for the award.

The arbitrator's decision will be final and binding except for any review allowed by the FAA. However, if more than \$100,000 was genuinely in dispute, then either you or we may choose to appeal to a new panel of three arbitrators. The appellate panel is completely free to accept or reject the entire original award or any part of it. The appeal must be filed with the arbitration organization not later than 30 days after the

original award issues. The appealing party pays all appellate costs unless the appellate panel determines otherwise as part of its award.

Any arbitration award may be enforced (such as through a judgment) in any court with jurisdiction

**Other Beneficiaries of this Provision.** In addition to you and us, the rights and duties described in this arbitration agreement apply to: our Affiliates and our and their officers, directors and employees; any third party co-defendant of a claim subject to this arbitration provision; and all joint Accountholders and Authorized Users of your Account(s).

**Survival of this Provision.** This arbitration provision shall survive:

- closing of your Account;
- voluntary payment of your Account or any part of it;
- any legal proceedings to collect money you owe;
- any bankruptcy by you; and
- any sale by us of your Account.

**You Have the Right to Reject Arbitration for this Account. You may reject the arbitration agreement but only if we receive from you a written notice of rejection within 30 days of your receipt of the Card after your Account is opened. You must send the notice of rejection to: Dart Bank 368 S. Park St Mason MI 48854.** Your rejection notice must include your name, address, phone number, Account number and personal signature. No one else may sign the rejection notice for you. Your rejection notice also must not be sent with any other correspondence. Rejection of arbitration will not affect your other rights or responsibilities under this Agreement. If you reject arbitration, neither you nor we will be subject to the arbitration provisions for this Account.