

# DataTracker Commercial Kwik Card® Terms

Thank you for choosing Kwik Trip, Inc. DataTracker Commercial Kwik Card for your purchasing needs. Enclosed you will find your new DataTracker Commercial Kwik Card(s). Please read the following information carefully so you fully understand the use of these cards.

| Interest Rates and Interest Charges                                                  |                                                                                                                                                                                                                                                     |
|--------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Annual Percentage Rate (APR) for Purchases</b>                                    | 18%                                                                                                                                                                                                                                                 |
| <b>APR for Cash Advances</b>                                                         | 18%                                                                                                                                                                                                                                                 |
| <b>Penalty APR and When it Applies</b>                                               | N/A                                                                                                                                                                                                                                                 |
| <b>Paying Interest</b>                                                               | Your due date is 20 days after the billing statement closing date. We will not charge you interest on purchases if you pay your entire balance by the due date each month.                                                                          |
| <b>Minimum Interest Charge</b>                                                       | If you are charged interest, the charge will be no less than fifty cents (\$.50).                                                                                                                                                                   |
| <b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>            | 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">http://www.consumerfinance.gov/learnmore</a> |
| Fees                                                                                 |                                                                                                                                                                                                                                                     |
| <b>Annual Fee</b>                                                                    | \$0                                                                                                                                                                                                                                                 |
| <b>Transaction Fees</b>                                                              | \$0                                                                                                                                                                                                                                                 |
| <b>Penalty Fees</b> <ul style="list-style-type: none"><li>Returned Payment</li></ul> | Returned payment fees are \$30.00. Please see the "Returned Check Charges" section below for more details.                                                                                                                                          |

**Credit Limit:** The line of credit initially granted is listed on the DataTracker Commercial Kwik Card jacket cover. The line of credit granted to you, the DataTracker Commercial Kwik Card holder, may be increased or decreased at any time, at the discretion of Kwik Trip, Inc. Your line of credit is shown on each monthly statement. Please review this each month for any changes. You agree not to exceed your approved credit limit.

**Credit Reports:** You give Kwik Trip permission to investigate your creditworthiness by obtaining a credit report, or by directly contacting others who have this type of information, in connection with your renewal or extension of credit under this agreement. In addition, Kwik Trip, Inc. may obtain a credit report on you or on any guarantor of your DataTracker Commercial Kwik Card account at any time to evaluate you, or your guarantor's, financial condition. Upon written request Kwik Trip, Inc. will give you the name and address of the credit bureau that furnished your report. You agree that Kwik Trip, Inc. may furnish information about your account to the credit bureau and to others who, at the discretion of Kwik Trip, Inc. may request such information.

**Security ID:** In this Agreement, Vehicle ID and/or Driver ID refers to the number associated with your DataTracker Card to authorize a purchase using the DataTracker Card. The Vehicle ID and/or Driver ID will be selected by you on the DataTracker Application. If no Vehicle ID and/or Driver ID is put on the application, the application will be denied. You may change your Vehicle ID and/or Driver ID by calling our automated phone service at (800) 305-6666 and following the prompts. You agree that you will notify Kwik Trip of any Driver ID and/or Vehicle ID changes in a timely manner and assume all responsibility of charges incurred if you fail to notify us of any applicable changes. The Vehicle ID and/or Driver ID assigned to your DataTracker Card is for your protection. You must present your DataTracker Card and enter your Vehicle ID and/or Driver ID if you wish to use your card to pay for goods or services at Kwik Trip, Inc. and its subsidiary retail locations. You agree that you understand the nature and the importance of your Vehicle ID and/or Driver ID number and you will safeguard it to prevent unauthorized use.

**Terms & Conditions:** You agree to pay for all amounts charged with your DataTracker Commercial Kwik Card(s) to your account by you, or by others with your permission, according to the terms below. You agree to pay, by the payment due date of each statement, the full amount shown on your current statement as "New Balance." You understand that Kwik Trip, Inc. does not send copies of charges made with your statement. If you are a natural person, by using the Commercial Kwik Card(s), you also agree to the foregoing Terms & Conditions provided in this section.

If you are obtaining ten or more Commercial Kwik Card(s) under your account, you further agree to pay for all unauthorized charges made to your account.

## Method of Calculating Finance Charge:

**Fuel & In-Store purchases:** The monthly periodic rate for fuel and in-store purchases is 1.5%, which translates to an annual percentage rate of 18%. This rate is charged on any unpaid balance on your account.

**Cash Advances:** The monthly periodic rate for cash advances is 1.5%, which translates to an annual percentage rate of 18%. This rate is charged on all cash advances issued to your account, beginning on the date of the advance until the date it is paid (i.e. a \$100.00 cash advance received on January 1 but not paid until February 25th would be assessed a finance charge of \$2.71).

**Fees & Charges:** There are NO annual or late fees or any other fees or charges to your DataTracker Commercial Kwik Card account except those stated herein.

**Payment Terms:** You agree to pay in full each month, in U.S. funds, all the amounts charged to your account during the previous month, within twenty (20) days after the date of the statement. The monthly billing statement will show the total amount due as "New Balance." In the event you do not pay the "New Balance" when due, you agree to pay a finance charge on the unpaid balance. Payments received by 10:00 a.m. on any regular business day will be applied as of that date. Any payments received after 10:00 a.m. on any regular business day will be applied to the following day's business. Payments are applied first to the finance charges, then to the balance of the account, beginning with the oldest purchase. **You may, at any time, pay your total indebtedness prior to the payment due date without receiving additional charges.** Finance charges will be calculated for all customers as 1.5% of the total unpaid balance. Upon charging to your DataTracker Commercial Kwik Card, Kwik Trip, Inc. will grant a 3¢ per gallon discount on fuel purchases and a 10% discount on most in-store purchases charged to your DataTracker Commercial Kwik Card account. Discounts granted by Kwik Trip, Inc. to any customer are contingent upon the customer paying in full each month, the amounts charged to their account, as defined in the payment terms of this agreement. **Discounts will be issued monthly to your DataTracker Commercial Kwik Card Statement. In the event a customer does not pay, in full, the amount charged to their account, the customer will forfeit the following month's discount.**

**Fund Raising Designation:** You have the option of supporting your favorite charity, group or organization by designating that charity, group or organization to receive a donation electronically from Kwik Trip, Inc. in lieu of your

monthly discount. If Kwik Trip, Inc. receives a minimum of one designation naming that charity, group or organization, it will be eligible to receive a donation electronically from Kwik Trip, Inc. pursuant to this program. In addition, Kwik Trip, Inc. will make an additional donation of 5% of your total in-store credit purchases, excluding certain items subject to statutory minimum mark-up requirements, or which are otherwise prohibited by law from earning such rewards, to this same charity, group or organization. Donations will be issued only on behalf of accounts not in default as or has had 2 or more late/missed payments in 6 months at the time of the issuance of such donations. Kwik Trip, Inc. shall issue donations to the designated charity, group or organization on a quarterly basis (January, April, July and October) via electronic funds transfer. Designations may be changed one time per year during January of each calendar year.

**Reissued & Replacement Cards:** Prior to the expiration date of your DataTracker Commercial Kwik Card(s), a review of your account will be conducted. All accounts in good credit standing will automatically receive their new DataTracker Commercial Kwik Card(s) in the mail. In the event that you need to replace your current DataTracker Commercial Kwik Card(s), please do one of the following: 1) Mail your card(s) needing replacement (with a note stating such) to the address listed to the right, or 2) Call one of the phone numbers listed to the right and request your replacement card(s), 3) Fax your request to (608) 781-7517. Please provide your account and card number(s).

**Revocation of Credit Card:** Kwik Trip, Inc. has the right, at any time and for any reason, to revoke all use of your DataTracker Commercial Kwik Card(s) without giving advance notice. You agree not to use the card after it has been revoked. Upon the request of Kwik Trip, Inc., you will surrender the DataTracker Commercial Kwik Card(s) issued to you or to others who were issued DataTracker Commercial Kwik Card(s) at your request. Any DataTracker Commercial Kwik Card(s) issued remains the property of Kwik Trip, Inc. and Kwik Trip, Inc. has the right to list any DataTracker Commercial Kwik Card(s) it has revoked in reports it maintains for that purpose. In the event that Kwik Trip, Inc. has terminated or canceled your account, you agree to pay Kwik Trip, Inc. all the amounts due as required in the agreement. If you are in default, Kwik Trip, Inc. requires immediate payment of the entire outstanding balance. You will remain liable for continued charges against your account after the account is closed by you or a joint account holder, until and unless all cards are returned to Kwik Trip, Inc.

**Default & Collection:** If you do not pay Kwik Trip, Inc. within these specified terms, Kwik Trip, Inc. has the right to do one or more of the following: 1) Demand immediate payment of the full outstanding balance on your account, subject to any rights under state law to correct your nonpayment, 2) Assess a finance charge, 3) Start collection proceedings. If your account is referred for collection to any collection agency and/or attorney, you agree to pay, in addition to the full amount owed, reasonable collection and/or attorney's fees, including court costs if applicable, if suit is filed, as allowed by law, 4) Kwik Trip, Inc. may accept late payments, partial payments or payments in settlement of dispute payments marked "Payment in Full" without limiting any of the rights of Kwik Trip, Inc. under this agreement or law. By accepting such payments, Kwik Trip, Inc. does not agree to change this agreement in any way.

**Returned Check Charges:** Subject to the law in your state of residence, you agree to pay (through a charge added to your account balance) a returned check charge of \$30.00 for each item any time you make a payment on your account with a check, draft, money order or any other item and it is returned to Kwik Trip, Inc. unpaid for any reason. Kwik Trip, Inc. reserves the right, without notice, to close your account upon receipt of a returned check.

**Changes to This Agreement:** Kwik Trip, Inc. has the right to change this agreement at any time. Kwik Trip, Inc. will notify you of the intended change at your last known address or as otherwise allowed by law. If you do not agree with the change, you may terminate this agreement before effective date of the change by notifying Kwik Trip, Inc. and returning your DataTracker Commercial Kwik Card(s). You will remain responsible for all pre-termination charges on your account, even though you may terminate the agreement at any time.

**Liability For Unauthorized Use:** You may be liable for unauthorized use of your DataTracker Commercial Kwik Card(s); provided, however, if the number of credit cards issued under this account is less than ten, your liability will not exceed \$50.00 for unauthorized use of your DataTracker Commercial Kwik Card(s). You agree that if you allow someone else to use your DataTracker Commercial Kwik Card(s), or if you voluntarily give up possession of your DataTracker Commercial Kwik Card(s) for any reason, that this action constitutes authorized use, and you will remain liable for all charges made by such person(s) to the extent allowed by law, until you retrieve and return the DataTracker Commercial Kwik Card(s) to Kwik Trip, Inc. You must notify Kwik Trip, Inc. immediately if your DataTracker Commercial Kwik Card is lost, stolen, or if you believe that your DataTracker Commercial Kwik Card is being used without your authorization.

**Errors or Questions About Your Bill:** If you think your bill contains an error or if you need information about a transaction on your bill, you must write us at the address listed below or fax to 608-781-7517. **We must hear from you no later than thirty (30) days after we send you the first bill on which the error or problem appeared, otherwise the bill will be considered correct.** In your letter, provide the following information: 1) Your name and account number, 2) If your payment is not payment in full, you must indicate which invoices you are not paying and the dollar amount of the suspected error, 3) Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item in question. We will respond as soon as possible and/or the correction will appear on your next statement.

**Address Change:** You must notify Kwik Trip, Inc. of name and/or address or phone changes necessary for billing purposes at the address listed below. If notification is not given to Kwik Trip, Inc. regarding these changes, Kwik Trip, Inc. reserves the right, without notice to close your account.

|                          |                                                      |
|--------------------------|------------------------------------------------------|
| Kwik Trip, Inc.          | Phone: 608-793-6310                                  |
| 1626 Oak Street          | Toll-Free: 800-305-6666                              |
| P.O. Box 1597            | Fax: 608-781-7517                                    |
| La Crosse, WI 54602-1597 | Office Hours: Monday - Friday, 7:00 a.m. - 7:00 p.m. |

**Thank You for Your Business:** It is always our objective to come up with more, and better, ways to serve our customers. We hope the DataTracker Commercial Kwik Card will open more doors to you, our valued Kwik Trip, Inc. customer!