

GreenSky Patient Solutions® Program Revolving Account Cardholder Agreement and Disclosures

TRUTH-IN-LENDING ACT DISCLOSURES

Interest Rate and Interest Charges	
Annual Percentage Rate (APR) for Purchases	18.00%
Paying Interest	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on non-promotional purchases if you pay your entire balance by the due date each month. We will begin charging interest on promotional purchases upon which payment has been made by the lender on any transaction under such open-end credit plan.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$0.50.
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 http://www.consumerfinance.gov/learnmore.

Fees	
Penalty Fees <ul style="list-style-type: none">• Late Payment Fees• Returned Payment	Up to \$10 \$20

How We Will Calculate Your Balance: We use a method called "daily balance" including current transactions. See your Cardholder Agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your Cardholder Agreement.

GreenSky Patient Solutions® Program Revolving Account
Cardholder Agreement
RETAIL INSTALMENT CREDIT AGREEMENT, NON-NEGOTIABLE CONSUMER NOTE,
OPEN-END CREDIT AGREEMENT

Agreement. A revolving credit account under the GreenSky Patient Solutions® Program ("Account") has been opened by Midland States Bank of Effingham, IL (including its successors and assigns, "Lender," "we," "us," or "our") for any person who was approved for an Account and identified on the GreenSky Patient Solutions® Program Application ("Cardholder," "you" or "your"). A payment device, including a Shopping Pass, will be issued to you to access the Account to make purchases ("Card"). This GreenSky Patient Solutions® Program Revolving Agreement and all parts of the agreement, any future supplements or amendments thereto (collectively, "Agreement" or "Cardholder Agreement") set forth the terms and conditions for use of the Account. The Truth-in-Lending Act Disclosures, Application, written documents evidencing your transactions made under the Account, Special Promotional Financing Rules, Transparency Principles, and any other documents provided by us to you, including periodic statements, are incorporated into this Agreement by reference.

Promise to Pay. You promise to pay us for all Purchases, as defined below, and all interest charges and fees assessed in accordance with this Agreement, and any collection costs and attorneys' fees as allowed by law.

Acceptance of the Agreement. By using your Card to make a Purchase, you accept the terms of this Cardholder Agreement.

Allowed Use. You may use your Account for only lawful personal, family, or other household purposes. You may use your Account only to purchase goods or services from participating merchants (each a "Purchase") up to the credit limit we establish for you ("Credit Limit"). We are not liable for failure or refusal of a participating merchant to honor your Account. For your convenience, we may provide you with certain materials in both the Spanish and English languages. You agree that, to the greatest extent not prohibited by law, the English text will control.

Credit Limit. When you open your Account, we will assign you a Credit Limit. We may change your Credit Limit from time to time in accordance with this Agreement or applicable law. If a change occurs, we will notify you on your periodic statement and/or by sending you written notice, as required by applicable law. Your Account represents a continuing offer to extend credit to you which can be withdrawn at any time. You agree to keep your Account balance (including interest and other charges) within your Credit Limit; and immediately pay any amount that exceeds your Credit Limit. If we approve a Purchase that exceeds your Credit Limit, we do not consider this as an increase in your Credit Limit and do not give up any of our rights under this Agreement. We reserve the right not to increase your available credit by the amount of any payment received for a period of up to five (5) business days from the date of payment receipt to provide for processing and verification.

MILITARY LENDING ACT. The Military Lending Act provides protections for certain members of the Armed Forces and their dependents ("Covered Borrowers"). If you are a Covered Borrower, (i) the Arbitration Provision, (ii) any waiver of right to legal recourse under any state or federal law and (iii) any other provision in this Agreement that is not enforceable against you under the Military Lending Act does not apply to you so long as you are a Covered Borrower. If you would like more information about whether you are a Covered Borrower and whether this section applies to you, please contact us at 877-266-2945.

Statement of MAPR. Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an Annual Percentage Rate of 36%. This rate must include, as applicable to the credit transaction or account: (1) the costs associated with credit insurance premiums; (2) fees for ancillary products sold in connection with the credit transaction; (3) any application fee charged (other than certain application fees for specified credit transactions or accounts); and (4) any participation fee charged (other than certain participation fees for a credit card account). Oral Disclosures: In order to hear important Military Lending Act disclosures and payment information provided in this Agreement, please call toll-free 877-266-2945.

How Interest Is Calculated	
Your Interest Rate	A Daily Periodic Rate ("DPR") is used to calculate interest. The DPR is the applicable Annual Percentage Rate ("APR") times 1/365 (1/366 for leap years). Interest will not exceed the amount permitted by law.
How We Calculate Interest	<p>We charge interest on each type of balance on your Account: non-promotional balances and promotional balances. We calculate interest on your Account at the end of the billing cycle by applying the DPR to the daily balance for each day in the billing cycle. How this works:</p> <ol style="list-style-type: none">1. For each balance type, we take the starting balance you owe each day, add any new Purchases or fees (including any accrued deferred interest that is charged to your Account), and subtract any payments or credits posted to your Account that day. This gives us the daily balance for each balance type.2. We multiply each daily balance by the DPR that applies.3. We add the daily interest calculated in step 2 to the daily balance from step 1 to get the starting balance for the next day.4. To get the total interest charges for each balance type for the billing cycle, we add up all of the daily interest amounts charged during the billing cycle for that balance type. <p>We charge a minimum of \$0.50 of interest for your Account in any billing cycle in which you have a balance.</p>

When We Charge Interest	<p><u>Non-Promotional Purchases:</u> You have at least 23 days after the closing date of each billing period to pay for new non-promotional Purchases before we impose interest on such Purchases. Any fees or interest due will be added to your non-promotional Purchase balance unless otherwise stated in this Agreement. The 23-day grace period will apply only in billing periods when (i) you have no balance at the beginning of the billing period or (ii) you paid a previous non-promotional balance in full by the due date in the previous billing period.</p> <p><u>Promotional Purchases:</u> We will charge interest on promotional Purchases in accordance with the Special Promotional Financing Rules provided to you.</p> <p>No finance charge or other charge shall begin to accrue until the date upon which payment has been made by the lender on any transaction under such open-end credit plan.</p> <p>Grace Period: No finance charges will be computed on any new sale reflected for the first time in the account during the billing cycle (i) if there was no balance outstanding in the account at the beginning of the cycle, or (ii) if such balance is solely attributable to a finance charge assessed with respect to the preceding billing cycle, or (iii) if the sum of all payments received by the creditor during the cycle and all credits to the account applicable to any balance outstanding at the beginning of the cycle is equal to or exceeds the amount of such balance outstanding</p>

How Fees Work	
Late Payment Fee	<p>A Late Payment Fee is charged in any billing period that your Minimum Payment Due is overdue by at least 15 days of the Payment Due Date indicated on your billing statement. Late fees may vary by state and your state of residence at the time the account is opened will determine what state law applies for calculating late fees. The Late Payment Fee equals the lesser of :</p> <ol style="list-style-type: none"> 1. \$10, OR 2. 10% of your total balance due. <p>¥ Maine Residents: A Late Payment Fee is charged in any billing period that your Minimum Payment Due is overdue by at least 15 days of the Payment Due Date in an amount of 5% of your total balance due up to \$10.</p>
Returned Payment Fee	<p>The Returned Payment Fee as shown on the Truth-in-Lending Act Disclosures will be charged each time a check or ACH is returned or not honored to the extent permitted by applicable law.</p>

Account Payments

Periodic Statements. We will send you a statement for each periodic billing period on a monthly basis in which (i) the balance of your Account on the last day of that billing period (the "New Balance") is greater than \$1; (ii) we impose interest or a fee on your Account; (iii) there is any other activity on your Account or (iv) as otherwise required by applicable law. Your periodic statement will show, among other things, the total minimum payment you must make during the billing period (the "Minimum Payment Due") and the date that the Minimum Payment Due is due.

Minimum Payment Calculation. You may pay all or part of your Account balance at any time. However, you must pay at least the Minimum Payment Due by the payment due date each billing cycle. Your Minimum Payment Due for non-promotional balances will be (1), if applicable, or the greater of (2) or (3):

- (1) the New Balance if it is less than \$25;
 - (2) \$25; or
 - (3) 3% of the total non-promotional balance, plus billed interest charges, late payment fees, and any other fees for that billing cycle.
- Your periodic statement and this Agreement include requirements for you to follow in making payments including time and location for making payments. The minimum payment due for promotional balances will be calculated in accordance with the Special Promotional Financing Rules you accepted and may be added to the minimum payment due for non-promotional balances.

Making a Payment. You may at any time pay off your entire balance in full or pay more than the Minimum Payment Due without incurring any additional charge. You can pay by mail, phone or online. Your payment must be made in U.S. dollars by physical or electronic check, electronic funds transfer, money order, or similar instrument from a bank in the United States. You must follow the instructions for making a payment set forth in your periodic statements. Failure to follow payment instructions may delay the processing of your payment. Checks or money orders can be sent to GreenSky Patient Solutions® Program, Box/Dept # 3021, GreenSky P.O. Box 2153 Birmingham, AL 35287-3021. Phone payments can be made by calling 844-570-9915. Online payments can be made by accessing www.mygreensky.com.

Timing of Payments. You must pay the Minimum Payment Due on your periodic statement by **6:00 p.m. ET** on the due date for each billing cycle.

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Payment Allocation. Subject to applicable law, we will apply the Minimum Payment Due to the balances on your Account using any method we select. You may not tell us how to apply payments. Any payment you make in excess of the Minimum Payment Due will be applied to any higher APR balances before the lower APR balances. Applicable law may require us to apply excess payments in a different way under certain circumstances.

Disputed Payments: Postdated Checks, Restrictive Endorsement Checks and Other Qualified Payments. You agree not to send us partial payments marked "paid in full," "without recourse," or similar language. If you send such a payment, we may accept it without losing any of our rights under this Agreement. **All notices and written communications concerning postdated checks, restrictive endorsement checks (including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount) or any other disputed, nonconforming or qualified payments, must be mailed or delivered to P.O. Box 29429 Atlanta, GA 30329, Attn: Accounting Services.** We may also accept late, postdated or partial payments without losing any of our rights under the credit agreement governing your Account. We are under no obligation to hold a postdated check and we reserve the right to process every item presented as if dated the same date received by us or our check processor unless you give us adequate notice and a reasonable opportunity to act on it. Except where such notice and opportunity is given, you may not hold us liable for depositing any postdated check.

Account Use

Authorizing Purchases. We reserve the right to decline any particular charge on your Account for any reason. We may also limit the number or dollar amount of Purchases you can make in any particular amount of time. In an effort to prevent fraud, we may require validation to process any Purchase. We are not responsible for any losses associated with a declined or pending Purchase.

Reporting Lost and Stolen Cards and Unauthorized Use. If you believe your Card is lost, stolen or used without your authorization, please call us immediately at 866-936-0602. You have no liability for Purchases that you do not authorize if you exercise reasonable care in safeguarding the Card from risk of loss or theft and upon becoming aware of such unauthorized use loss or theft, promptly report the loss, theft or unauthorized activity to us. Please monitor your periodic statements and notify us immediately of any unauthorized transactions. Standard payment card network rules apply to chargebacks and disputes. Any unauthorized activity must be reported to us within 60 days after the earlier of the date that you become aware of the activity or date when the periodic statement with the unauthorized activity is made available to you.

Credit Inquiries and Accurate Reporting. You authorize us to obtain a credit report on you for any legal purpose in connection with this Agreement, including any update, Credit Line increase request, and extension of credit, review or collection of amounts due under this Agreement. If you request, we will tell you whether any report was requested, and if so, the name and address of the credit bureau furnishing the report. Negative information may be reported by us to the credit reporting bureaus in connection with your Account such as late payments, missed payments or defaults on your Account.

Inaccurate Information. If you believe we have information about you that is inaccurate or that we have reported or may report inaccurate information about you to a credit bureau, please notify us of the specific information that you believe to be inaccurate by writing to us at P.O. Box 29429, Attn: Disputes, Atlanta, GA 30359. In doing so, please identify the inaccurate information and tell us why you believe it is inaccurate. If you have a copy of the credit report that includes the inaccurate information, please send us a copy of that report as well.

Closing and Limiting Your Account. We may cancel your Account or refuse to allow further Purchases at any time, with or without cause, subject to applicable limitations of law. You may close your Account at any time by mailing your request to P.O. Box 29429, Attn: BOT, Atlanta, GA, 30359. Your request becomes effective when we receive it. The terms of this Agreement continue to apply to any balance or other charges you owe us until you have paid everything you owe.

Change in Terms. Subject to applicable law, we may at any time (i) terminate this Cardholder Agreement, (ii) suspend your right to make future Purchases, (iii) reduce your Credit Limit or (iv) add new terms, delete or change terms of this Cardholder Agreement relating to your Account. We will provide notices of these changes as required by applicable law. No new term or change in terms of this Cardholder Agreement will alter your obligation to pay amounts due and owing under this Cardholder Agreement.

Default

Default. Subject to applicable law, you will be in default if any of the following events occur: (i) you have made any false or misleading statement(s) in your Application for the Account subject to this Agreement or any other account that you may have with us; (ii) you fail to make a payment within 15 days of when it was due under this Agreement or any other account agreement that you may have with us; (iii) you fail to comply fully with any term or condition of this Agreement or any other account agreement that you may have with us; (iv) you file or someone else files against you a petition in bankruptcy; (v) you die; or (vi) you exceed your Credit Limit without permission from us. Subject to any notice and right to cure under applicable law, if you are in default, we may in addition to any other rights that we may have under this Agreement: (a) reduce your Credit Limit or cancel your Account; (b) require you to pay your entire Account balance (including accrued but unpaid interest and any other fees and charges provided for in this Agreement) immediately; or (c) bring an action to collect all amounts owed.

Collections Costs. You agree to pay, to the greatest extent not prohibited by law, our reasonable attorneys' fees and any collection costs and disbursements and court fees related to the collection of your Account.

Information About You

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Notices and Updating Your Contact Information and Employment. To the greatest extent not prohibited by applicable law, we will send all notices and statements to your email or mailing address as it appears in our records from time to time. To avoid delays or missed payments that could affect your credit, you agree to contact us by phone at 844-570-9915 or by mail promptly if you change your mailing address, email address, place of employment, telephone number, or other contact information, including, but not limited to, porting a landline telephone to a mobile telephone, VoIP, or other services. You represent and agree that for purposes of imposing fees and charges, you are deemed to reside at the mailing address we have on record for you.

Communicating with You; Consent to Contact by Electronic and Other Means. To the greatest extent not prohibited by applicable law, we may contact you for any lawful reason, including, but not limited to, for the collection of amounts owed to us and for the offering of products or services in compliance with our Privacy Policy in effect from time to time. No such contact will be deemed unsolicited. We may contact you at such addresses, email addresses and any and all telephone numbers (including wireless cellular telephone, business telephone ported landline telephone number, VoIP or other services), as you may provide to us from time to time. For informational, servicing or collection related communications, we may use any means of communication, including, but not limited to, postal mail, electronic mail, telephone, text messaging, artificial or prerecorded voice calls, calls made by an automatic telephone dialing system, or other technology to reach you. You may contact us at any time to ask that we not contact you using any one or more methods or technologies.

Telephone Monitoring and Recording. You agree that we may monitor and/or record phone calls you make to us or receive from us to ensure that you receive quality service and for training purposes.

Information About This Agreement

Account Assignment. We may sell, transfer, or assign any or all of our rights or duties under this Cardholder Agreement or your Account without notice to you. You may not sell, assign, or transfer any of your rights or duties under this Cardholder Agreement or your Account.

Waiver. If we delay, take no action, or affirmatively give up a right under this Cardholder Agreement, for any reason, we will not lose or limit our rights under this Cardholder Agreement on any other occasion.

Severability and Enforceability. If any part of this Cardholder Agreement is found to be invalid, void and/or unenforceable under applicable law, rule or regulation, all other terms of this Cardholder Agreement will remain valid.

Governing Law. This Agreement and any claim, dispute or controversy (whether in contract, tort, or otherwise) at any time arising from or relating to this Agreement, are governed by and will be construed in accordance with applicable Federal law and, to the extent not preempted by Federal law, the laws of the State where Lender is located as shown in the signature block below (without regard to that State's internal conflict of laws provisions), except that the Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. The legality, enforceability and interpretation of this Agreement and the amounts contracted for, charged and reserved under this Agreement will be governed by such laws. Lender extends credit from the State where Lender is located. You agree that this Agreement is made, executed and delivered in the State where Lender is located and that Lender makes all credit decisions, opens all accounts and issues all proceeds from, imposes all fees and charges in and receives all payments from you, in its offices in the State where Lender is located. To the extent not preempted by federal law or subject to the law of the State where Lender is located, for purposes of state law compliance, Lender has elected Section 12-103(a)(1) of the Interest and Usury statute and the Revolving Credit Accounts statute, in Maryland (Md. Com. Law Code § 12-103(a)(1) and §§ 12-501 et seq.) .

Entire Agreement. This Cardholder Agreement constitutes the final written expression of the credit agreement between you and us relating to your Account. We are not bound by any oral representations made or implied that are not directly reflected in this Cardholder Agreement. **A credit agreement must be in writing to be enforceable. Oral Agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend to renew such debt are not enforceable. To protect you (borrower(s)) and us from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may agree in writing to modify it.**

Arbitration

ARBITRATION PROVISION. Agreement to Arbitrate Disputes: This Arbitration Provision sets forth the circumstances and procedures under which Claims (defined below) that arise between you and us will be resolved through binding arbitration; provided, however, that this provision does not apply if, on the date this Cardholder Agreement is issued, you are covered by the federal Military Lending Act as a member of the Armed Forces or a dependent of such a member, and will not apply for as long as you are considered a "covered party" as defined in the Military Lending Act. **UNLESS YOU OPT OUT OF THIS ARBITRATION PROVISION AS PROVIDED BELOW OR EXCEPT AS APPLICABLE LAW PROHIBITS US FROM IMPOSING BINDING ARBITRATION ON YOU, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE A CLAIM IN COURT OR HAVE A JURY TRIAL ON A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE OR MAY BE LIMITED IN ARBITRATION, INCLUDING YOUR RIGHT TO APPEAL AND YOUR ABILITY TO PARTICIPATE IN A CLASS ACTION.** Nothing in this provision precludes you from filing and pursuing your individual Claim in a small claims court in your state or municipality, so long as that claim is pending only in that court.

Definitions: As used in this Arbitration Provision, the term "Claim" means and includes any claim, dispute or controversy of every kind and nature, whether based in law or equity, between you and us arising from or relating to your Cardholder Agreement as well as the relationship resulting from such Agreement ("the Agreement"), including the validity, enforceability or scope of this Arbitration

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Provision or the Agreement. "Claim" also includes claims made by or against any third party that we have engaged in connection with this Agreement or your co-applicant or authorized user. As used in this Arbitration Provision, "we", "us" and "our" includes, but is not limited to, the Lender's employees, agents, representatives or affiliated/parent/subsidiary companies.

Initiation of Arbitration Proceeding / Selection of Administrator: Any Claim will be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed (the "Code"), except to the extent the Code conflicts with the Agreement. Claims must be referred to JAMS as selected by the party electing to use arbitration. For a copy of the procedures, to file a Claim or for other information about JAMS, contact JAMS at 1920 Main Street, Suite 300, Irvine, CA 92614; www.jamsadr.com. In addition to the arbitration organization listed above, Claims may be referred to any other arbitration organization that is mutually agreed upon in writing by you and us, or to an arbitration organization or arbitrator(s) appointed pursuant to Section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16, provided that any such arbitration organization and arbitrator(s) will enforce the terms of the restrictions set forth below on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to Claims between you and us alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have a preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in these terms and conditions and without waiving either party's right of appeal, if any portion of this "Class Action Waiver and Other Restrictions" provision is deemed invalid or unenforceable, then the entire Arbitration Provision (other than this sentence) will not apply.

Arbitration Procedures: This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, as it may be amended ("FAA"), and the applicable Code. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized by law. Federal or state rules of civil procedure or evidence will not apply. Written requests to expand the scope of discovery rest within the arbitrator's sole discretion and will be determined pursuant to the applicable Code. The arbitrator will take reasonable steps to preserve the privacy of individual, and of business matters. Judgment upon the written arbitral award may be entered in any court having jurisdiction. Subject to the right of appeal under the FAA, the arbitrator's written decision will be final and binding unless you or we take an appeal from the award by making a dated, written request to the arbitration organization within 30 days from the date of entry of the written arbitral award. A three-arbitrator panel administered by the same arbitration organization will consider anew any aspect of the award objected to by the appellant, conduct an arbitration pursuant to its Code and issue its decision within 120 days of the date of the appellant's written notice. The panel's majority vote decision will be final and binding.

Location of Arbitration / Payment of Fees: The arbitration will take place in the federal judicial district where you live. Regardless of who wins in arbitration, you will only be responsible for paying your share, if any, of the arbitration fees required by the applicable Code, which amount will not exceed the filing fees that you would have incurred if the Claim had been brought in the appropriate state or federal court closest to where you live. We will pay the remainder of any arbitration fees. At your written request, we will consider in good faith making a temporary advance of all or part of your share of the arbitration fees. Waivers also may be available from JAMS. **Continuation:** This Arbitration provision will survive termination of the Agreement, as well as voluntary payment in full of your account, any debt collection proceeding by or between you and us, and any bankruptcy by you or us. If any portion of this Arbitration Provision, except the "Class Action Waiver and Other Restrictions" provision above, is deemed invalid or unenforceable for any reason, it will not invalidate the remaining portions of this Arbitration Provision or the Agreement, each of which will be enforceable regardless of such invalidity.

Opt-Out Process: You may choose to opt out of and not be subject to this Arbitration Provision but only by following the process set forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within forty-five (45) calendar days of the date of the Agreement at the following address: P.O. Box 29429, Atlanta, GA 30359, Attention: Legal. Your written notice must include your name, address, social security number, the date of the Agreement, and a statement that you wish to opt out of this Arbitration Provision. Your notice to opt out will only apply to this particular Agreement with us and not to subsequent or previous agreements.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF THE GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

STATE LAW NOTICES

YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED (ELECTRONICALLY OR OTHERWISE) AN EXACT, COMPLETELY FILLED IN, LEGIBLE COPY OF THIS CARDHOLDER AGREEMENT, HAVE READ IT AND AGREE TO ITS TERMS.

CARDHOLDER: Your name and address on the Application, and the date on which you use your Card, or any other document or record you sign in connection with your Account are incorporated here and made a part of this Agreement and represent your name and address and the date of this Agreement. Our name and address are set forth below. The record of your consummation of a sales transaction under this Cardholder Agreement represents your signature on this Cardholder Agreement.

NOTICE TO THE BUYER

(1) DO NOT SIGN THIS BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES; (2) YOU ARE ENTITLED TO AN EXACT, COMPLETELY FILLED IN COPY OF THE AGREEMENT YOU SIGN; and (3) YOU HAVE THE RIGHT TO PAY, IN ADVANCE, THE FULL AMOUNT DUE.

For helpful information, visit the Federal Trade Commission's (FTC) consumer website at <http://www.ftc.gov/idtheft>.

We have signed this Agreement as follows:

Lender: /s/: Midland States Bank of Effingham, IL

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Lender Correspondence Address: GreenSky Patient Solutions®
Attn: Correspondence
PO Box 29429, Atlanta, GA 30359

Your signature (including any electronic or digital signature) on your Application or any other documents you sign in connection with the use of your Account are incorporated into this Cardholder Agreement by reference. Authorized use of a Card or the Account to make a purchase evidenced by your signature on your sales receipt for your transaction constitutes acceptance by (all) Cardholder(s) of the terms of the Cardholder Agreement. The physical or electronic record of any such purchase will constitute the signature of (all) Cardholder(s) on this Cardholder Agreement.

Cardholder: SIGN HERE _____
(If not physically signed and dated, see electronic signature)

Date: _____

Cardholder: SIGN HERE _____
(If not physically signed and dated, see electronic signature)

Date: _____

Your Customer Billing Rights Statement

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: *GreenSky Patient Solutions®* Program, Attn: Customer Solutions, P.O. Box 29429, Atlanta, GA 30359

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 auto 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; and (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; and 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 by the date the payment is due.

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: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the good he goods or services).
- (2) You must have used your Card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your Card account do not qualify.
- (3) You must not yet have fully paid for the purchase.
- (4) If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: *GreenSky Patient Solutions®* Program, Attn: Customer Solutions P.O. Box 29429, Atlanta, GA 30359

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.

GREENSKY PATIENT SOLUTIONS® TRANSPARENCY PRINCIPLES

- Financing for the GreenSky Patient Solutions® Program is provided by federally insured, federal and state chartered financial institutions without regard to age, race, color, religion, national origin, sex or familial status.
- The Program offers unsecured installment and revolving loans and is NOT an in-house credit product.
- For deferred interest products, you will pay an interest rate up to 18.00% (see your loan agreement for details). The interest is billed at your interest rate from the date of purchase. **Finance charges will be waived ONLY IF the entire purchase balance is paid in full prior to the end of the promotional period.**
- The Program accounts should only be charged for those costs incurred or services actually rendered within 30 days of the charge. If services are not rendered within 30 days, you have the right to an automatic refund. Additional services maybe billed as you receive them from your Provider.
- Your Provider agrees to respond to and fully cooperate with inquiries from the Program regarding consumer complaints within ten (10) business days of the inquiry.
- You must apply directly with the Program online (computer or mobile app) or over the telephone. If your Provider does not permit you to apply directly with the Program or requires you to complete a paper application, you will have the right to reverse the charge from your account, even if services are rendered. If you exercise this right, the Program may chargeback your Provider for the transaction.
- Neither GreenSky Patient Solutions, nor the financial institutions that fund loans through the Program, assume any responsibility or duty of care for the quality or outcome of any health care items and services you receive from your Provider.

IF YOU MAKE A PURCHASE WITH A DEFERRED INTEREST SPECIAL PROMOTIONAL OFFER

What does it mean to have “Interest Waived is a purchase is Paid in Full within the Promotional Period?”

We are committed to helping you understand how your GreenSky Patient Solutions Program account works. While the details of your account are described throughout this package, the information and frequently asked questions below provide you with helpful information regarding deferred interest promotional offers. Please see the Important Information About Special Promotional Financing Offers available in your welcome package mailed to you when you opened your account.

If you make a purchase with Special Promotional Financing of Deferred Interest, this means that:

- **INTEREST WILL BE BILLED DURING THE PROMOTIONAL PERIOD;**
- But, if you pay off your entire purchase balance before the end of the promotional period, all billed interest will be waived.
- **If you do not repay your entire purchase balance before the end of the promotional period,** you will be responsible for paying all interest at a rate of 18.00% (subject to state law restrictions) that was billed during the promotional period and any interest that accrues after the expiration of the promotional period.

Frequently Asked Questions about Deferred Interest Promotions

Q. How long is the “promotional period” for my special promotional financing offer?

A. The promotional period may be 6, 12, 18, or 24 months. Your provider will be able to tell you this before you make a purchase. It will also be on your receipt and your monthly billing statements.

Q. Do I have to make payments during the “promotional period”?

A. Yes. Payments will be due during the promotional period, but these payments will not be sufficient to pay off your entire purchase balance within the promotional period. You must make payments in excess of the minimum payment due to pay off your purchase balance before the end of the promotional period.

Q. What is the interest rate that I will pay if I do not pay off the purchase balance within the promotional period?

A. You will be charged an interest at a rate of 18.00% (subject to state law restrictions) during the promotional period. All interest will be waived if you pay the purchase balance before the end of the promotional period. The date by which you must pay off the purchase is listed on your billing statement.

Q. What if I still have questions?

A. If you have any questions, please contact us before authorizing a transaction.