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#### Initial Disclosure Statement\*

**Charges and Fees:** Your Credit Account is subject to the following charges and fees, each of which will be billed to your Credit Account as a Purchase:

**Periodic FINANCE CHARGES:** FINANCE CHARGES are imposed when you obtain a Cash Advance and when a Purchase is posted to your Credit Account. FINANCE CHARGES are imposed from the time a Purchase is posted until it is paid in full. However if you pay your previous balance in full on or before the *Payment Due Date* shown on your previous Statement, you will have a grace period on Purchases of twenty-five (25) days (from the Statement Closing Date to the *Payment Due Date*) and can avoid FINANCE CHARGES on current Purchases by paying the current Statement in full on or before the *Payment Due Date*. There is no grace period for transactions that post to the account as Cash Advances or Balance Transfers. These transactions are subject to FINANCE CHARGES from the date of the transaction.

**Computing Periodic FINANCE CHARGES:** The FINANCE CHARGE is determined by multiplying the "Average Daily Balance" for Purchases and for Cash Advances outstanding during the monthly Billing Cycle by the monthly "Periodic Rate". The Monthly "Periodic Rate" for Purchases is 6.6583% and for Cash Advances is 6.6583%. This is equivalent to an ANNUAL PERCENTAGE RATE of 79.9% for Purchases and 79.9% on Cash Advances. The minimum FINANCE CHARGE is \$.50 for each billing cycle during which a FINANCE CHARGE based upon a Periodic Rate is imposed. This ANNUAL PERCENTAGE RATE will be applied to fees assessed to your Credit Account as well as Purchases and Cash Advances.

The "Average Daily Balance" is computed by taking the beginning balance of your Credit Account on each day, calculated separately for Purchases and Cash Advances, adding new Purchases and/or Cash Advances and subtracting any payments or credits to get each day's daily balance. The daily balances are then added together and divided by the number of days in the Billing Cycle to get the "Average Daily Balance".

**Cash Advance Fee:** In addition to the periodic FINANCE CHARGE on Cash Advances, there is an additional FINANCE CHARGE of 3% (minimum \$5.00/maximum \$10.00) for each Cash Advance obtained that month.

**Credit Limit Increase Fee:** Each time your account is eligible for and approved for an unsecured credit limit increase, a Credit Limit Increase Fee in the amount of 50% of the amount of the credit limit increase will be assessed to your account. For example: If approved for a \$100.00 credit limit increase, a \$50.00 Credit Limit Increase Fee will be assessed to your account, which will result in an additional available credit of \$50.00 on your account. The maximum credit limit increase under this program is \$100.00. This may or may not change in the future. This fee is automatically assessed upon approval of your credit limit increase, which could be as soon as thirteen months. This fee is a FINANCE CHARGE.

**Internet Access Fee:** We impose a fee of \$3.95 for Internet Access to your account. This is a one-time fee, which will only be assessed after you have agreed to this service. This fee is a FINANCE CHARGE.

**Account Maintenance Fee:** An Account Maintenance Fee of \$3.00 will be imposed for any month in which you have an outstanding balance of \$20.00 or greater after you have closed your account. This fee is a FINANCE CHARGE.

#### OTHER CHARGES:

**Additional Card Fee:** If you authorize us to issue an additional Card on the Credit Account to you or other Authorized Users, there is an Additional Card Fee of \$29.00 imposed annually for each additional Card.

**Annual Fee:** We impose an Annual Fee on your Credit Account of \$75.00 for the first year and \$75.00 (which will be billed at \$6.25 per month to your Credit Account) for each subsequent year. The first year Annual Fee will be assessed once the Credit Account is opened. In each subsequent year, the Annual Fee will be assessed monthly to the Credit Account.

**Copying Fees:** If you request a duplicate of any sales draft, Statement, or other document, we will charge you \$3.00 for each copy we provide.

**Late Fees:** In every Billing Cycle in which your payment is overdue, you will be charged a Late Fee of \$29.00.

**Over Limit Fee:** We may assess a \$29.00 Over Limit Fee in every Billing Cycle in which your Credit Account is over or exceeds the Credit Limit at any time. We may assess this fee even if we authorize the transaction that caused your Credit Account balance to exceed your Credit Limit.

**Foreign Currency Transaction Fee:** 3% of the Transaction Amount.

**Wire Transfer Fee:** \$5.00 per Transaction.

#### ADDITIONAL FEES:

**Autodraft Fee:** We impose a \$11.00 fee for each payment made through an autodraft service we provide. Autodraft payments requested through our automated systems (i.e. Voice Response or Internet) are assessed \$7.00 per transaction.

**Express Delivery Fee:** We impose a \$35.00 fee for the express delivery of your Card. This service is only available for lost, stolen, or replacement Cards.

**Return Item Charge:** We impose a Return Item Charge in the amount of \$29.00 when a payment on your account is returned by the financial institution on which it was drawn for insufficient funds or any other reason. This charge is imposed even if we elect to re-present the item and it is paid upon our re-presentation.

**Credit Insurance:** Disability and loss of income insurance is not required.

**Minimum Payment:** Each month that a New Balance is due, you must pay us at least the *Amount Due This Period* and *Past Due Amount* as shown on your Statement. We must receive your payment on or before the *Payment Due Date* shown on the Statement. Payment will be credited as of the date of receipt at the address on the payment stub of your Statement if received by 8:00am Central Time, Monday through Friday (Federal Holidays excluded). The *Payment Due Date* will be 25 days from the Closing Date.

If your New Balance exceeds \$30.00, the *Total Minimum Amount Due* will be the sum of (i) 9% of your New Balance at the end of the Billing Cycle (rounded up to the next dollar), or \$30.00 whichever is more (or the entire New Balance, if the New Balance is less than \$30.00), and (ii) any *Past Due Amount*. The amount requested as the *Total Minimum Amount Due* on your Statement will also include the amount by which the New Balance exceeds your Credit Limit. Failure to pay the *Amount Over Limit Due* as requested on your Statement will not, by itself, cause your Credit Account to be delinquent. You may pay your entire balance at any time.

\*See additional disclosures and credit card contract enclosed for further information regarding this account. Retain these important documents.

any amount you question, or report any amount you question as delinquent. We can continue to bill you for the amount you question, including **FINANCE CHARGES**, and we can apply any unpaid amount against your Credit Limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your Statement that are not in question. If we find that we have made a mistake on your Statement, you will not have to pay any **FINANCE CHARGES** related to any questioned amount. If we didn't make a mistake, you may have to pay **FINANCE CHARGES** and you will have to make up any missed payments on the questioned amount. In either case, we will send you a Statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report your Credit Account to that you have a question about your Statement. And, we must tell you the name of anyone we reported your Credit Account to. We must tell anyone we report your Credit Account to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your Statement was correct.

#### **Special Rules Regarding Credit Card Purchases**

If you have a problem with the quality of property or services that you purchased with your Card or Credit Account, 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 property or services.

There are two limitations on this right:

A) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and

B) The purchase price must have been more than \$50.00. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

#### **YOUR LIABILITY FOR UNAUTHORIZED USE OF YOUR CREDIT ACCOUNT**

You will not be liable for unauthorized use of your Card or Credit Account. However, to protect your rights, you are required to notify us orally or in writing as soon as you are aware that your Card or Credit Account has been lost, stolen or used without your consent. Certain exceptions apply and you may be liable for up to \$50.00. To notify us of the loss, theft or possible unauthorized use of your Card, call us at 1-800- 987-5521, 24 hours a day.

#### **NOTICES**

**California Residents.** A married applicant may apply for a separate account. As required by law, you are hereby notified that a negative credit reporting reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. After credit approval, each applicant shall have the right to use the Credit Account up to the limit of the account. Each applicant may be liable for amounts extended under the plan to any joint applicant.

**Delaware Residents.** Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month.

**Kentucky Residents.** You may pay the unpaid balance of your account in whole or in part at any time.

**Maine Residents.** Credit insurance provided herein is voluntary and you have the right to cancel such credit insurance at any time.

**New York and Vermont Residents.** First PREMIER Bank may obtain a consumer report for any legitimate purpose in connection with your account or your application, including but not limited to reviewing, modifying, renewing and collecting on your account. Upon your request, we (First PREMIER Bank) will inform you of the

names and addresses of any consumer reporting agencies that have furnished the reports. New York residents may contact the New York State Banking Department (1-800-518-8866) to obtain a comparative list of credit card rates, fees and grace periods.

**Ohio Residents.** The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**Married Wisconsin Residents.** No provision of any marital property agreement, unilateral statement, or court order applying to marital property will adversely affect a creditor's interests unless prior to the time credit is granted, the creditor is furnished with a copy of the agreement, statement or court order, or has actual knowledge of that provision.

#### **ARBITRATION AND LITIGATION**

This Arbitration Provision ("Provision") facilitates the prompt and efficient resolution of any disputes that may arise between you and us. Arbitration is a form of private dispute-resolution in which persons with a dispute waive their rights to file a lawsuit, to proceed in court and to a jury trial, and instead submit their disputes to a neutral third person (an arbitrator) for a binding decision. You have the right to opt-out of this Provision, which means you would retain your right to litigate your disputes in a court, either before a judge or jury. To exercise your right to opt-out you must provide us with written notice no later than 30 days after your Credit Account is first opened. If we do not receive your written notice within that time frame, your rights to opt out will terminate, and you agree that the provisions of this section will apply.

PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES THAT ALL DISPUTES ARISING OUT OF OR CONNECTED TO THIS CONTRACT SHALL BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT. IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, YOU AND WE MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO BRING CLAIMS IN A COURT, BEFORE A JUDGE OR JURY, AND/OR TO PARTICIPATE IN OR BE REPRESENTED IN A CASE FILED IN COURT BY OTHERS (INCLUDING, BUT NOT LIMITED TO, CLASS ACTIONS), EXCEPT AS OTHERWISE PROVIDED, ENTERING INTO THIS AGREEMENT CONSTITUTES A WAIVER OF YOUR RIGHT TO LITIGATE CLAIMS AND ALL OPPORTUNITY TO BE HEARD BY A JUDGE OR JURY.

**Parties and Matters Subject to Arbitration.** For purposes of this Provision, "you" and "us" include the employees, parents, subsidiaries, affiliates, beneficiaries, agents and assigns of you and us. For purposes of this Provision, "Claim" means any claim, dispute, or controversy by either you or us, arising out of or relating in any way to this Contract, this Provision (including claims regarding the applicability, enforceability, or validity of this Provision), your Credit Account, any transaction on your Credit Account, and our relationship. "Claim" also refers to any interaction or communication between you and us that occurred prior to or concurrent with entering into this Contract, including those now in existence, regardless of present knowledge. "Claim" shall refer to claims of every kind and nature, including, but not limited to, initial claims, counterclaims, cross-claims and third-party claims. All Claims are subject to arbitration, regardless of legal theory and remedy sought, including, but not limited to, claims based in contract, tort (including negligence, intentional tort, fraud, and fraud in the inducement), agency, statutory law (federal and state), administrative regulations, or any other source of law (including equity).

**Agreement to Arbitrate.** Any Claim arising out of or relating to this Contract, or the breach of this Contract or your Credit Account, shall be resolved and settled exclusively and finally by binding arbitration, in accordance with this Provision. Binding arbitration shall not be required, however, for collection actions by us relating to your Credit Account. Furthermore, both you and we retain the right to pursue in a small claims court any Claim that is within that court's jurisdiction, provided the Claim proceeds on an individual basis. However, only a court of law, not an arbitrator, shall determine the validity and effect of this Provision's prohibition of class arbitration. For any Claims covered by this Provision, a party who asserted a Claim in a lawsuit in court may

elect arbitration with respect to any Claim subsequently asserted in that lawsuit by any other party.

**Voluntary Waiver of the Right to a Jury Trial and Class Action Participation.** As a result of this Provision, neither you nor we have the right to litigate any Claim in court or the right to a jury trial on any Claim, except as provided above. **YOU AGREE THAT YOU ARE VOLUNTARILY AND KNOWINGLY WAIVING ANY RIGHT YOU MAY HAVE TO GO TO COURT OR TO HAVE A JURY TRIAL. FURTHERMORE, NEITHER YOU NOR WE MAY SERVE AS A REPRESENTATIVE, A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY. SIMILARLY, NEITHER YOU NOR WE MAY PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN A LAWSUIT OF ANY CLAIM.**

**Prohibition of Class Arbitration.** All Claims shall be resolved by binding arbitration on an individual basis. Claims made and remedies sought as part of a class action, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis. Therefore, the arbitrator has no authority to conduct class-wide proceedings and will be restricted to resolving individual Claims. **UNDER THIS ARBITRATION PROVISION THERE IS NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS BASIS.** Arbitration will only be conducted on an individual Claim basis and there is no right or authority to consolidate or join any of your Claims with any other Claims. **YOU AGREE THAT YOU ARE VOLUNTARILY AND KNOWINGLY WAIVING ANY RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION UNDER THIS PROVISION.**

**Governing Law.** This agreement to arbitrate is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, as it may be amended. If for any reason the Federal Arbitration Act does not apply, the substantive law of the State of South Dakota shall govern this Provision.

**Arbitration Location and Procedure.** Any arbitration hearing at which you wish to appear will take place at a location within the federal judicial district that includes your billing address at the time the Claim is filed. The party bringing the Claim may file its Claim at any of two national arbitration organizations: the National Arbitration Forum ("NAF"), or the American Arbitration Association ("AAA"). The arbitration organization that is selected will administer the arbitration pursuant to its procedures in effect at the time of filing, subject to this Provision. In the event of a conflict or inconsistency between the respective organization's rules and this Provision, this Provision shall govern. The arbitration will be conducted before a single arbitrator, whose authority is limited solely to individual Claims between you and us. The arbitration will not be consolidated with any other arbitration proceeding. Any decision rendered in such arbitration proceeding will be final and binding on the parties and judgment may be entered in a court of competent jurisdiction. The rules and forms of each respective organization may be obtained as follows: National Arbitration Forum, (1-800-474-2371), P.O. Box 50191, Minneapolis, Minnesota 55405, website at [www.arb-forum.com](http://www.arb-forum.com); American Arbitration Association, (1-800-778-7879), 335 Madison Avenue, Floor 10, New York, New York 10017, website at [www.adr.org](http://www.adr.org).

**Arbitrator's Authority.** The arbitrator shall apply the applicable substantive law, consistent with the Federal Arbitration Act; shall apply statutes of limitation; and shall honor claims of privilege recognized at law. In conducting the arbitration proceeding, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. **PURSUANT TO THIS ARBITRATION PROVISION, THERE IS NO RIGHT TO ENGAGE IN PREARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES AND PROCEDURES OF THE RESPECTIVE CHOSEN NATIONAL ARBITRAL ORGANIZATION.** Either party may, however, request to expand the scope of discovery. If a request is made, within fifteen (15) days of the requesting party's notice, the objecting party may submit objections to the arbitrator with a copy of the objections provided to the party requesting expansion. The grant or denial of a party's request will be in the sole discretion of the arbitrator, who shall notify the parties of the final decision within twenty (20) days of the objecting party's submission.

**The Arbitrator's Award.** The arbitrator has the ability to award to the prevailing party all remedies available at common law, by statute, or in equity, including injunctive relief, declaratory relief, arbitration costs and attorney fees. The arbitrator shall not, however, have authority to award any

punitive damages. **YOU AND WE AGREE THAT PUNITIVE DAMAGES ARE NOT RECOVERABLE IN ANY ARBITRATION OR OTHER PROCEEDING UNDER THIS CONTRACT.**

For awards not in excess of \$5,000.00, upon the timely request of any party, the arbitrator shall provide a brief written explanation of the basis for the award. In the event an award exceeds \$5,000.00, or in which there is a request for equitable relief with a potential financial impact or value in excess of \$5,000.00, the award of the arbitrator shall be in writing and shall specify the facts and the law on which it is based. In such case, the arbitrator's findings of fact must be supported by substantial evidence and the arbitrator's conclusions of law must not be based on legal error or be erroneous under the applicable substantive law. Further, in addition to the Federal Arbitration Act's grounds for vacation, modification or correction of the arbitrator's award, the parties shall have the right to judicial review of the arbitrator's award to determine whether the arbitrator's findings of fact are supported by substantial evidence and whether the arbitrator's conclusions of law are based on legal error or are erroneous under the applicable substantive law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. However, if the award is in excess of \$5,000.00, judgment may be entered only upon determination by the court that the award is supported by substantial evidence and is not erroneous or based on legal error.

**Expenses.** Regardless of who demands arbitration, we will pay all expenses of arbitration, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"), to the extent that the Arbitration Fees exceed the amounts you would be required to pay for filing a lawsuit in a court. Throughout the arbitration, each party shall bear his or her own attorney fees and expenses, such as witness and expert witness fees. If you prevail in the arbitration of any Claim against us, we will reimburse you for any fees you paid to the arbitration organization in connection with the arbitration.

**Binding Effect and Survival.** You and we agree that, except as specifically provided for above, the arbitrator's decision will be final and binding on all parties subject to this Provision. This Provision is binding upon you, us, and the heirs, successors, assigns, and related third parties of you and us. This Provision shall survive termination of your account, whether it be through voluntary payment of the debt in full by you, a legal proceeding initiated by us to collect a debt that you owe, a bankruptcy by you, or a sale of your Credit Account by us.

**Severability.** If any portion of this Provision is deemed invalid or unenforceable under any law or statute consistent with the FAA, such a finding shall not invalidate any remaining portion of this Provision, the Contract, or any other agreement entered into by you with us. However, the prohibition on class arbitration is not severable from the remainder of this Provision. In the event that a court deems the prohibition on class arbitration to be invalid and unenforceable, any subsequent class action or representative proceeding shall be in a court of law and will not be subject to binding arbitration.



#### **First PREMIER Bank CREDIT CARD CONTRACT AND INITIAL DISCLOSURE STATEMENT (cont'd)**

This Contract explains the terms and conditions of your Credit Account with us, including important provisions relating to arbitration and litigation. **For additional important information on fees and FINANCE CHARGES and other contract provisions that apply to your Credit Account, please review the Initial Disclosure Statement printed on the card carrier containing your Card.** Be sure to retain all Contract documents for future reference.

#### **YOUR CONTRACT WITH US**

Your MasterCard® or Visa® brand credit account is governed by the terms and conditions in this Contract and the Initial Disclosure Statement printed on the card carrier containing your Card ("Contract").

**Applicable Law.** No matter where you live, our Contract with you and the terms of your Credit Account will be governed by the laws of the State of South Dakota and applicable federal law.

**Effective Date.** Unless you are a resident of the State of New York, this Contract is effective upon the earlier of (a) the first purchase made or cash advance taken on your Credit Account, and (b) the expiration of 30 days from the date we issue the Card to you if you do not provide us written notice of your desire to cancel within this 30 days. If you are a resident of the State of New York, this Contract is not effective until the earlier of (a) the first purchase made or cash advance taken on your Credit Account, and (b) the date you move from the State of New York, unless the date you move from the State of New York is less than 30 days from the date we issue a Card to you, in which case this Contract will be effective on the date that is 30 days from the date we issue a Card to you (and not the date you move from the State of New York) if you do not provide us written notice of your desire to cancel within this 30 days. In all cases, if any fees are required to be paid prior to opening your Credit Account, this Contract will not be effective and your Credit Account will not be opened until such fees are paid in full. You are not obligated to pay any fees or **FINANCE CHARGES** (other than any fees required to be paid prior to opening your Credit Account) until this Contract is effective.

#### **DEFINITIONS USED IN THIS CONTRACT**

In this Contract, "**we**", "**us**" and "**our**" each refer to First PREMIER Bank (the "Bank").

"**Authorized User**" means any person authorized by you to use the Card or Credit Account.

"**Billing Cycle**" begins on the day after the *Statement Closing Date* of the previous Statement and includes the *Statement Closing Date* of the current Statement.

"**Card**" means all the plastic credit cards we issue to you or any other person who is authorized to use the Credit Account. In the event we issue other devices by which you can access your Credit Account, those devices will also be "Cards" for purposes of this Contract.

"**Closing Date**" means the last day of any Billing Cycle.

"**Credit Account**" means the credit card account that we open for you and the relationship that is established between you and us by this Contract. This credit card account is used to record transaction activity made by you when you access or otherwise utilize the line of credit we extend to you when you use your Card.

"**New Balance**" means the outstanding balance of your Credit Account at the end of any Billing Cycle. The *New Balance* is the sum of the *Previous Balance* (defined as the *New Balance* shown on your last Statement) less payments and credits, plus new cash advances and purchases and our charges posted during the Billing Cycle.

"**Payment Due Date**" means the date we must receive your payment, which is not less than 25 days from the Closing Date.

**“Related Credit Account(s)”** means any Credit Accounts established using the same Social Security Number.

**“Statement”** is a summary of your Credit Account activity provided to you at the end of each Billing Cycle.

**“Total Minimum Amount Due”** means the total minimum amount we request that you pay each month as indicated on your Statement. This amount includes the *Amount Due This Period, any Past Due Amount, and any Amount Over Limit Due*, which is the amount by which the *New Balance* exceeds your Credit Limit. (See the Minimum Payment provisions on the enclosed Initial Disclosure Statement printed on the card carrier containing your Card for more information on how the *“Total Minimum Amount Due”* is calculated.)

**“You”** and **“your”** mean each and every person who is authorized to use the Credit Account, including Authorized Users, joint account holders and other persons you authorize to use the Card.

Other important words used in this Contract begin with capital letters. They are defined throughout this Contract.

#### USING YOUR CARD

**Sign Your Card.** Be sure to sign your Card before you use it.

**If You Do Not Want the Card.** If you do not want the Card and Credit Account, you must contact us by telephone or in writing asking us to close your Credit Account.

**Do Not Give Your Card To Others.** Cards may not be given to anyone else to use. Other people who want a Credit Account should apply separately.

**Your Responsibility For Authorized Users.** If another person is given access to your Credit Account with your express or implied permission, notwithstanding the provision above, that person is an Authorized User, even if we did not issue an additional Card in the Authorized User’s name. At your request, and if we agree, we may issue an additional Card in the name of an Authorized User with your Credit Account number.

You will be responsible for all charges, cash advances, **FINANCE CHARGES**, purchases and fees incurred by any Authorized User. We are not required to try to obtain payment from any Authorized User before requiring payment from you.

If you wish to remove an Authorized User from your Credit Account you must contact us either by telephone or in writing. You will still be responsible for payment of all purchases, cash advances, **FINANCE CHARGES**, and fees incurred or obtained by the Authorized User. We may close your existing Credit Account and issue you a new Card and account number. You and each Authorized User agree that we may report account information to credit reporting agencies in the names of both you and the Authorized User.

**Lost or Stolen Cards.** To protect your rights, you must notify us immediately at 1-800-987-5521 if your Card is lost or stolen or if you suspect that it has been used or may be used without your permission. If your Card is reported as lost or stolen or you are claiming unauthorized use of your Credit Account or Card, we may require you to file one or more reports with the appropriate law enforcement agencies and us prior to our removal of possible unauthorized charges made against your Credit Account. You will not be liable for unauthorized use of your Card. Certain exceptions apply and you may be liable for up to \$50.00.

**Refusal to Accept Your Card.** We are not responsible if any person or merchant does not accept your Card, or if an ATM or other device fails to properly operate. All transactions, even when you get a receipt, are subject to our final verification.

**Cards Are Our Property.** You agree to return each Card issued on your Credit Account to us upon our demand.

#### USING YOUR CREDIT ACCOUNT

**Your Promise To Pay.** You agree to pay us for all charges, cash advances, **FINANCE CHARGES**, purchases and fees incurred on your Credit Account by you, or by any Authorized User, as well as any other fees imposed by us, as explained in this Contract. If more than one person requests, accepts or uses the Credit Account, each and every person individually and jointly are responsible for payment until the account is paid in full.

**Joint Account Holders.** If this is a joint Credit Account, each person who signed the application (1) may obtain purchases and cash advances not to

exceed the total credit limit; (2) will be responsible for paying all amounts owed; and (3) can close the Credit Account.

**Accessing Your Credit Line.** You can use the Card and your Credit Account to make purchases and obtain cash advances. Upon your request, you may be assigned a Personal Identification Number (PIN). If a PIN is assigned to you, you can obtain a cash advance at any authorized ATM by using the Card and PIN.

**Understanding Your Credit Limit.** Your “Credit Limit” is the maximum amount of credit we have approved for your Credit Account. The amount of your Credit Limit is printed on the card carrier containing your Card and on your Statements. Your balance may not exceed your Credit Limit at any time. At our sole discretion, we may honor purchases or cash advances in excess of your Credit Limit without raising your Credit Limit. If we do, we will impose an Over Limit Fee and we may require you to pay us any amount over your Credit Limit immediately, as reflected on your Statement. Decisions on Credit Limit increases may be based on your performance under this Credit Account and other Related Credit Accounts you have with us and other credit criteria. If we have previously allowed your balance to exceed your Credit Limit, it does not mean that we will permit your balance to exceed your Credit Limit again.

**Obtaining Cash Advances.** You may take cash advances on your Credit Account in any of the following ways: By presenting the Card to us or any other participating MasterCard® or Visa® financial institution to obtain cash, by using the Card at an authorized merchant, other non-bank entity, or an Automated Teller Machine (ATM) or other device to obtain cash or cash equivalent, or to make a transfer from your Credit Account to any other deposit or loan account. Even if you use your Credit Account to obtain cash from a non-bank entity, the transaction will be described as a Bank cash advance.

You may not take cash advances in excess of \$500 per day. The minimum cash advance per transaction is \$20.00. For accounts opened on or after June 1, 2003, your initial cash advance limit will be 10% of your assigned Credit Limit. Once your account has been open and active for a minimum of 90 days, has two consecutive months of current payment history, is not currently delinquent and no payments have been returned for the past 60 days, your cash advance availability may be increased to 50% of the assigned Credit Limit. For example, if your Credit Limit is \$250, your beginning cash advance limit will be \$25 and may increase to \$125 once the criteria above are met.

#### RECEIVING STATEMENTS, OTHER INFORMATION AND COMMUNICATIONS FROM US

**Where We Send Statements.** We will send Statements and any other notices to you at the address shown in our files. If this is a joint account, we can send Statements and notices to either of you. You agree to notify us promptly of any change in your address. We may accept address changes or corrections from the United States Postal Service. We may also mail Statements and other communications to you at any address we determine to be an address at which you can receive mail. If you elect to receive Statements and other communications electronically, we may send those Statements and communications as directed by you.

**When You Receive Your Statements.** We will send you a Statement at the end of each monthly Billing Cycle in which your account has a debit or credit balance of more than \$1.00, if a **FINANCE CHARGE** has been imposed or if other account activity has occurred. Your Statements will arrive around the same time each month, however we reserve the right to change the date of your Billing Cycle at any time.

**Understanding Your Statement.** The Statements we send to you will reflect the activity and our **FINANCE CHARGES** and other charges, costs and fees on your Credit Account during the Billing Cycle. They will also show your Total Minimum Amount Due and Payment Due Date, which is the date by which we must receive payment. The information contained on the Statement will be deemed to be correct unless you advise us in writing of any error within sixty (60) days of the date on which we send your Statement. If there are more than one of you living at different addresses, we will send the Statements only to the person named as the “Applicant” in your application.

**Your Consent for Calls and/or Text Messages to Your Cellular Phone.** If we collect your cellular phone number from you, from another source, or as a result of receiving a cellular phone call from you, you expressly consent to accept from us, our affiliates or any third party acting on our behalf:

(1) Calls or text messages for collection purposes or for other account-related purposes, such as to process your application.

(2) Calls or text messages that we initiate to your cellular phone number made or transmitted using any automatic telephone dialing system and/or contain prerecorded messages.

You agree you will be responsible for any fees or charges you incur as a result of incoming calls or text messages from us, from our affiliates, or from any third party acting on behalf of us or our affiliates.

**E-mail.** By providing us with your e-mail address, you consent to receive correspondence electronically from us and our affiliates and service providers. You agree that we may communicate with you by e-mail for any lawful reason.

**Other Communication Devices.** If you provide us with any other form of electronic communication mechanism, you agree that we may communicate with you by that mechanism for any lawful reason.

#### ABOUT YOUR PAYMENTS

**Amount of Payment.** You must make Minimum Payments on your Credit Account. Refer to the Minimum Payment provisions in the Initial Disclosure Statement printed on the card carrier containing your Card for more detailed information. Payments made in any Billing Cycle that are greater than the Total Minimum Amount Due will not affect your obligation to make the next minimum monthly payment. Each month your Statement shows a New Balance you must pay the Total Minimum Amount Due. Generally, credits to your Credit Account, such as those generated by merchants, are not treated as payments on your Credit Account and will not reduce your Total Minimum Amount Due. You have until the Payment Due Date shown on the front of your Statement, which is not less than 25 days from the Closing Date, to pay the Total Minimum Amount Due.

**Payment Due Date.** We must receive at least the Total Minimum Amount Due on or before the Payment Due Date shown on the Statement. Payment(s) will be credited as of the date of receipt at the address on the payment stub of your Statement if received by 8:00 am Central Time, Monday through Friday (Federal Holidays excluded). Payments sent to any other address may delay the posting to your Credit Account.

**Method of Payment.** Payments must be made by check or other negotiable instrument in US dollars payable to First PREMIER Bank to the address specified on your Statement. All checks or negotiable instruments must be drawn on a U.S. bank or at a U.S. branch of a foreign bank. Payment made through the mail in the form of cash or third-party checks may not be accepted.

**Applying Your Payments.** We may apply your payments to principal amounts, cash advances, **FINANCE CHARGES**, other charges, and other amounts in any order in our discretion, and may change the order of the application of payments from time to time at our discretion. We may apply payments to balances subject to lower **FINANCE CHARGES** and other charges before applying payments to balances subject to higher **FINANCE CHARGES** and other charges.

**Availability of Credit.** Available credit created as a result of payments posted to your Credit Account may not be available for up to 20 days, or even longer if circumstances warrant an additional hold, or if we deem ourselves at risk for any reason. Your available credit may be limited, from time to time, if you provide your Credit Account number or Card to a merchant that processes advance authorizations, such as hotels, motels, and car rental. Such an authorization may limit your ability to make purchases and take cash advances on your Credit Account until the authorization is canceled by the merchant and your available credit is released.

**Paying By Check.** When you send us a personal check, you authorize us to either use information from your check to make a one-time electronic transfer from your account, or to process the payment as a check transaction. If your check is processed electronically, your canceled check will not be returned to you by your financial institution. We will retain an image of your electronically processed check(s) as required by law. If requested prior to the time we are allowed by law to destroy electronically processed checks, we will provide you with a copy of your electronically processed check(s) upon your request. Funds may be withdrawn from your bank account as soon as the day your payment is received. We agree to accept your checking account statement as proof of payment. The description on your checking account statement will read: PREMIER CR CARD CHECKPAYMT, serial number of the check, amount of the payment and date of the transaction. If you choose to opt

out of electronic check presentment, please call our Customer Service Department at 1-800-987-5521.

**Late Payments.** We may accept late payments or partial payments or checks and money orders marked “payment in full” without waiving any of our rights under this Contract.

#### DEFAULT PROVISIONS

**Events of Default.** You will be in default of this Contract if any of the following occur on this or any Related Credit Account:

- You do not pay at least the Total Minimum Amount Due on your Credit Account on or before the Payment Due Date.
- You die or become legally incompetent.
- You become insolvent or bankrupt.
- You exceed or attempt to exceed your Credit Limit.
- You provide us with or have provided us with false or misleading information or signatures at any time.
- You fail to comply with this Contract.
- You fail to make any payment or perform any promise in any agreement or obligation you have with us
- Any judgment, lien, attachment or execution is issued against you or your property.
- You request an excessive number of replacement Cards.
- We reasonably believe that you will not pay amounts owed to us for any reason.

**If You Are In Default.** Upon your default of this Contract, we will have all remedies provided by law including, without limitation, and without prior notice or demand, the right to:

- Deny use of your Credit Account.
- Close or refuse to renew your Credit Account.
- Demand the return of your Card(s).
- Declare your entire balance immediately due and payable.
- Initiate collection activity.
- Not replace your Card(s).

**Collection Costs.** To the extent permitted by law, you must pay all court and collection costs, including reasonable attorneys’ fees, the costs of placing your Credit Account in the Warning Bulletin, and the costs of confiscating your Card, that we incur as a result of your default.

#### CLOSING YOUR CREDIT ACCOUNT

**We May Suspend or Close Your Credit Account.** We may suspend your Credit Account privileges or permanently cancel and close your Credit Account at any time, for any reason.

**You May Close Your Credit Account.** You may cancel your Credit Account at any time by notifying us by telephone or in writing. Even after your Credit Account is closed, you remain responsible for paying any amounts you owe on the Credit Account according to the terms of this Contract. If this is a joint Credit Account, either of you may request that the Credit Account be closed and we will honor that request.

**Non Use Inactivity Closure.** If you have never made a payment or used your Credit Account for a purchase or cash advance, your Credit Account will be automatically closed, and all fees posted to your Credit Account will be reversed, when your Credit Account becomes 50 days delinquent (75 days from the initial Statement Closing Date if you are a resident of the State of New York).

**Refund Policy.** If you elect to close your Credit Account within 30 days of receiving your Credit Card and before you make any non refundable purchase or cash advance, the fees initially billed to your Credit Account will be refunded to your Credit Account. You may have the Credit Limit Increase Fee refunded upon request within 30 days of billing, which will result in a reversal of the credit limit increase. After this 30 day period these fees are no longer refundable and you are responsible for the Credit Account.

#### OTHER TERMS AND CONDITIONS

**Severability.** If any provision of this Contract is invalid or unenforceable, it shall not affect the validity or enforceability of any other provision of this Contract.

**Changing this Contract.** We may change this Contract from time to time. For example, we may change your Credit Account number or the Minimum Payment, add new **FINANCE CHARGES** or fees, change the **ANNUAL PERCENTAGE RATE**, or change the method of computing the balance upon which we impose **FINANCE CHARGES**. We may also make other changes. We will notify you in writing of any change if required by law. Contract changes will apply to amounts you owe at the time the change is effective and to new transactions on your Credit Account, unless otherwise required by law.

**Information Sharing.** The following describes your agreement with us with respect to information sharing. By requesting, obtaining, or using a Credit Account from us you agree that we may release information in our records regarding you and your Credit Account:

- To comply with any properly served subpoena or similar request issued by a state or federal agency or court.
- To share your credit performance with credit reporting agencies and other creditors who we reasonably believe are or may be doing business with you on your Credit Account.
- To provide information on your Credit Account to any third party who we believe is conducting an inquiry in accordance with the Federal Fair Credit Reporting Act.
- To share information with our employees, agents or representatives performing work for us in connection with your Credit Account.
- To communicate information as to our transactions or experiences with you to persons or entities related by common ownership or affiliated by corporate control or with any third party (including non-affiliates).

**We may also share information such as (1) information other than our own transactions with you with persons or entities related to the Bank by common ownership or corporate control or (2) information on your Credit Account with certain companies to provide or offer you selected products, services, or cardholder benefits.** You may direct us not to share one or both of these. If this is your request call 1-800-987-5521 or notify us in writing at First PREMIER Bank, P.O. Box 5528, Sioux Falls, South Dakota 57117-5528. Be sure to include your name, address and Credit Account number. You may receive a copy of our information on your Credit Account by writing or calling us at the address or telephone number listed above. By requesting or obtaining a Credit Account, you authorize us to check your credit history. You authorize your employer, bank and any other references listed to release and/or verify information to us and our affiliates in order to determine your eligibility for the Credit Account and any renewal or future extension of credit. If you ask, you will be told whether or not consumer reports on you were requested and the names of the credit bureaus, with their addresses, that provided the reports. If you designate an Authorized User to use your Card, you understand that account information may also be reported to credit bureaus in the Authorized User’s name.

**No Waiver.** Even if we do not exercise any right we may have against you, we do not intend to waive that right. We can exercise it against you in the future.

**Binding Effect Upon Death or Incompetency.** If we pay a merchant for a purchase or post a cash advance to your Credit Account before we receive actual written notice of your death or incompetence, or if we pay a merchant for a purchase made by you or post a cash advance taken by you prior to your death or incompetence, that transaction will be a valid and binding Credit Account obligation upon you, your estate and your personal representatives.

**Our Liability To You.** We have no liability to you, other than as placed on us by law. We will meet our duty to care for your Credit Account(s) under reasonable banking procedures. Our mere clerical error or honest mistake will not be considered a failure to perform any of our obligations.

**Transactions in Foreign Currencies.** If you make a transaction in a foreign currency, it will be converted into U.S. Dollars, and you agree to accept the converted amount. Visa USA Inc. or MasterCard International, Inc. will use its currency conversion procedures in effect when processing the transaction. The currency conversion rate will be a rate selected by Visa or MasterCard, as applicable, from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa or MasterCard itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance, plus a foreign currency transaction fee in the amount disclosed on your Initial Disclosure Statement printed on the card carrier containing your Card. This fee will be paid to us and applied to all transactions posted to your Credit Account in a foreign currency, including all purchase transactions, cash advance transactions, ATM transactions, and returns and adjustments (e.g., for returned merchandise). The currency conversion rate used on the processing date may be different than the rate that was in effect on the date you conducted the transaction. We do not set the currency conversion rate, and we do not receive any portion of it. We do, however, receive a foreign currency transaction fee as disclosed on your Initial Disclosure Statement printed on the card carrier containing your Card.

**Prohibition on Gambling and Illegal Transactions.** Your Card and Credit Account may not be used in connection with any gambling transaction (whether legal or illegal). Also, your Card and Credit Account may be used only for valid and lawful purposes. If you use, or allow someone else to use your Card or Credit Account for any unlawful purpose or for any gambling transaction, you will be responsible for such use and may be required to reimburse us for all amounts or expenses we pay as a result of such use.

**Call Recording.** We reserve the right to monitor and/or record telephone calls for quality and training purposes. This includes both calls to and originated by First PREMIER Bank, PREMIER Bankcard, LLC, or any of our affiliates or service providers.

#### YOUR BILLING RIGHTS Keep This Notice for Future Use

This Notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

**NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENT.** If you think your Statement is wrong, or if you need more information about a transaction on your Statement, write us on a separate sheet at the address listed on your Statement. Write to us as soon as possible. We must hear from you no later than sixty (60) days after we send you the first Statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and Credit Account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.
- Be sure to sign the letter.

If you have authorized us to pay your Credit Account automatically from your savings or checking account, you can stop this payment on any amount you think is wrong. To stop the payment you have two options: 1) You may notify us by letter received a minimum of seven business days before the automatic payment is scheduled to occur; or 2) you may notify your financial institution from which the payment is to be taken from a minimum of three business days before the payment is scheduled to occur.

#### YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the Statement was correct. After we receive your letter, we cannot try to collect