Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	**36.0%**
APR for Cash Advances	**36.0%**
Paying Interest	You have until the closing date of the billing cycle to pay your entire balance each month to avoid paying interest on Purchases. This is at least 27 days from the start of each billing cycle. We will begin charging interest on cash advances on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than $1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	**To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore**

Fees	
Set-up and Maintenance Fees	NOTICE: Some of these set-up and maintenance fees will be assessed before you begin using your Card and will reduce the amount of credit you initially have available. Based on your initial credit limit of $400.00, your initial available credit will be only about $301.00. You may still reject this plan, provided that you have not yet used the Credit Account or paid a fee after receiving a billing Statement. If you do reject the plan, you are not responsible for any fees or charges.
• Annual Fee	**$99.00** for first year After that, **$45.00** annually.
• Monthly Servicing Fee	**None** for the first year (introductory) After that, **$99.00** annually ($8.25 per month).
Transaction Fees	
• Cash Advance	Either **$6.00** or **5%** of the amount of each Cash Advance, whichever is greater.
• Foreign Currency	**3%** of each transaction amount in U.S. dollars.
Penalty Fees	
• Late Payment	Up to **$38.00**
• Return Item Charge	Up to **$35.00**

How We Will Calculate Your Balance: We use a method called "average daily balance (including current transactions)." See your Account Opening Disclosures for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your Credit Card Contract and on the back of your Statement.

Opening Your Credit Account: Your Credit Account will be opened and you will have access to your available credit once the Security Deposit of $95.00 has been funded in full. Before your Credit Account is opened, any deposit received that exceeds the initial $95.00 Security Deposit will be applied as a payment to your Credit Account. Once your Credit Account is opened, you may make additional deposits. Security Deposits funded by methods other than a debit or credit card will delay the opening of your Credit Account and access to your available credit for up to 6 business days.

Fee Definitions (Account Opening Disclosures)

FEES AND INTEREST CHARGES: The amount of required fees assessed on your Credit Account during the first year after account opening will not be more than 25% of your initial Credit Limit. Your Credit Account is subject to the following fees and **INTEREST CHARGES**, each of which will be billed to your Credit Account as a Purchase.

Periodic INTEREST CHARGES: INTEREST CHARGES are imposed when you obtain a Cash Advance and when a Purchase is posted to your Credit Account. **INTEREST 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 closing date of each billing cycle, you will have a grace period on Purchases of at least 27 days from the start of each billing cycle and your current Purchases will not be subject to periodic **INTEREST CHARGES** to the extent you pay the current Statement balance in full on or before the Closing Date of the Billing Cycle. There is no grace period for transactions that post to your Credit Account as Cash Advances. These transactions are subject to **INTEREST CHARGES** from the date of the transaction.

Computing Periodic INTEREST CHARGES: The **INTEREST 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 and for Cash Advances is determined by dividing the **ANNUAL PERCENTAGE RATE (APR)** by 12. The monthly "Periodic Rate" for Purchases is 3.000% and for Cash Advances is 3.000%. This is equivalent to an **ANNUAL PERCENTAGE RATE** of 36.0% for Purchases and 36.0% on Cash Advances. **This ANNUAL PERCENTAGE RATE will be applied to fees assessed to your Credit Account as well as Purchases and Cash Advances.**

Minimum INTEREST CHARGE: The minimum **INTEREST CHARGE** is $1.00 for each Billing Cycle during which an **INTEREST CHARGE** based on a periodic rate is imposed. During the first 12 months your Credit Account is open, any interest assessed on the Credit Account will be equal to the actual accrued interest.

Average Daily Balance: 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.

Annual Fee: We impose an Annual Fee on your Credit Account of $99.00 for the first year and $45.00 for each subsequent year. The Annual Fee will be charged once the Credit Account is opened, and in about the same Billing Cycle of each following year. Refer to the Refund Disclosure for additional information.

Monthly Servicing Fee: Your Credit Account will be charged a Monthly Servicing Fee of $0.00 for the first year (introductory) and $8.25 per month ($99.00 annually) each month thereafter. This fee will be billed until your Credit Account is closed and the balance is $20.00 or less. Refer to the Refund Disclosure for additional information.

Cash Advance Fee: In addition to the periodic **INTEREST CHARGES** on Cash Advances, there is an additional fee of $6.00 or 5% of the amount of each Cash Advance, whichever is greater.

Foreign Currency Transaction Fee: 3% of each transaction amount in US dollars.

Late Fee: In every Billing Cycle in which your payment is late, you will be charged a Late Fee up to $38.00.

Return Item Charge: We impose a Return Item Charge up to $35.00 when a payment on your Credit Account is returned by the financial institution on which it was drawn for insufficient funds or any other reason. The charge may be imposed even if we elect to re-present the item and it is paid upon our re-presentment.

OTHER CHARGES:

Additional Card Fee: If you authorize us to issue an additional Card on the Credit Account there is an Additional Card Fee of $29.00 imposed annually for each additional Card.

Credit Limit Increase Fee: Each time your Credit Account is eligible for and approved for an unsecured credit limit increase, a Credit Limit Increase Fee in the amount of 25% of the amount of the credit limit increase will be assessed to your Credit Account. For example: If approved for a $100.00 credit limit increase, a $25.00 Credit Limit Increase Fee will be assessed to your Credit Account, which will result in an additional available credit of $75.00 on your Credit Account. This fee is automatically assessed upon approval of your credit limit increase, which could be as soon as your Credit Account has been open for 13 months. Refer to the Refund Disclosure for additional information.

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

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

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.

Wire Transfer Fee: $5.00 per transaction.

Minimum Payment; Cutoff Time and Form of Payment: Each month that a New Balance is due, you must pay us at least the Minimum Payment and Past Due Amount as shown on your Statement. We must receive your payment on or before the Payment Due Date shown on your Statement. Payment(s) received in Proper Form, will be credited as of the date of receipt at the address on the payment coupon of your Statement if received by 5:00 pm Central Time, Monday through Friday (federal holidays excluded). Payments not received in Proper Form may delay the posting to your Credit Account. The Payment Due Date will be at least 27 days from the Closing Date. Your Payment Due Date will be the same numeric date each month.

If your New Balance exceeds $*30.00*, the Total Minimum Amount Due will be the sum of (i) the Minimum Payment which is either *7%* 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.

TRUTH IN SAVINGS DISCLOSURE - SECURITY DEPOSIT ACCOUNT

Rate Information: This is a non-interest bearing Security Deposit Account. The Interest Rate and Annual Percentage Yield is 0.00%.

Minimum Balance Limitations: The minimum balance to open this Security Deposit Account is $25.00. Once your balance reaches $95.00, your Credit Account will be opened. We must receive the entire $95.00 within 85 days from the date we received your application, or any money applied to your Security Deposit Account will be refunded.

Transaction Limitations: No withdrawals will be permitted from your Security Deposit Account while there remains a balance on your Credit Account or while you retain possession of any First PREMIER Bank credit cards.

The maximum amount of funds that may be deposited into this Security Deposit Account is $5,000.00. Security Deposits in the amount of $500.00 or greater must be in the form of guaranteed funds through credit card, debit card, bank wire, Western Union Payments or Money Gram™ ExpressPayments™. Security Deposit funds remitted using a checking account may be held for up to 6 business days, which will delay the opening of your Credit Account or increases to your credit limit. Before your Credit Account is opened any deposit received that exceeds the initial $95.00 Security Deposit will be applied as a payment to your Credit Account. Once your Credit Account has been opened, you may make additional deposits.

See the Credit Card Contract for further information regarding this Credit Account. Retain these important documents.

• Account information: Your name and Credit Account Number.
• Dollar amount: The dollar amount of the suspected error.
• Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.
You must contact us:
• Within 60 days after the error appeared on your Statement.
• At least three business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.
You must notify us of any potential errors in writing (or electronically). You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.
What Will Happen After We Receive Your Letter: When we receive your letter, we must do two things:
(1) Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
(2) Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.
While we investigate whether or not there has been an error:
• We cannot try to collect the amount in question, or report you as delinquent on that amount.
• The charge in question may remain on your Statement, and we may continue to charge you interest on that amount.
• While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
• We can apply any unpaid amount against your credit limit.
After we finish our investigation, one of two things will happen:
• If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
• If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.
If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.
If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your Purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
(2) You must have used your credit Card for the Purchase. Purchases made with Cash Advances from an ATM or with a check that accesses your Credit Account do not qualify.
(3) You must not yet have fully paid for the Purchase.
If all of the criteria above are met and you are still dissatisfied with the Purchase, contact us in writing (or electronically) at:

First PREMIER Bank
P.O. Box 5524
Sioux Falls, SD 57117-5524
www.mypremiercreditcard.com

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.

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.

STATE DISCLOSURES

California Residents: A married applicant may apply for a separate Credit Account. As required by law, you are hereby notified that a negative credit reporting reflecting on your credit record may be submitted to a Consumer 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 Credit 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 Credit Account in whole or in part at any time.
Maryland Residents: Finance charges will be imposed in amounts or at rates not in excess of those permitted by law.
Vermont Residents: First PREMIER Bank may obtain a consumer report for any legitimate purpose in connection with your Credit Account or your application, including but not limited to reviewing, modifying, renewing and collecting on your Credit 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.
Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that Consumer 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.
Washington Residents: A service charge will be computed on the outstanding balance for each month. You may at any time pay your total unpaid balance.

TERMS AND CONDITIONS OF YOUR REQUIRED DEPOSIT ACCOUNT

The following additional terms apply in connection with your required deposit account.
Deposit: An initial deposit account balance is needed to open your Credit Account. The initial deposit account balance amount needed is printed in the Truth In Savings Act Disclosure. Once your Credit Account is opened, you may make additional deposits to your deposit account up to a maximum deposit account balance of $5,000.00. Any non-cash items tendered for deposit, (including items drawn on us) will be given only provisional credit until collection is final. We are not responsible for transactions initiated by mail or outside depository until we actually receive them.
Withdrawals: Since this deposit account is collateral for your Credit Account, withdrawals are not permitted from this deposit account while there remains an outstanding balance in your Credit Account or while you retain possession of any Card. In the event that your Credit Account is cancelled either by you or by us, we shall have a period of ninety (90) days from the earlier of the date of the return of your Card or the expiration date of the Card for all charges made on the Card to clear. When we receive payment in full under your Credit Account, and upon the expiration of this period, we will remit to you the full amount remaining in your deposit account.
Additional Terms and Disclosures: Additional information about your deposit account, including applicable federal Truth In Savings Act disclosures, were provided to you upon our receipt of your initial deposit or in the Truth In Savings Act Disclosure.
Ownership of Account: Individuals--If the deposit account is opened in the name of one person, it means the owner does not intend to create any survivorship rights in any other person. **Joint Accounts**--If the deposit account is opened in the name of more than one person, each person intends that upon their death the balance in the deposit account (subject to the pledge to us) will belong to the surviving person(s) named on the account.
Bankruptcy: If you become a debtor in any proceeding under the United States Bankruptcy Code you agree that you will recognize us as a perfected secured creditor with respect to the deposit account and that you will declare the deposit account as exempt property pursuant to the provisions of the United States Bankruptcy Code or applicable State exemption laws.
Amendments: We may amend the terms and conditions applicable to Your Required Deposit Account separately from the remainder of this Contract at any time upon reasonable notice to you by mail, as required by law. If this is a joint account, notice by us to one of you is notice to both.
Pledge Agreement: As a security for the payment of all credit extended through your Credit Account, you pledge to, and grant First PREMIER Bank, its successors and assigns, a security interest in all funds now and hereafter deposited in your deposit account. You authorize us to unconditionally restrict withdrawals from your deposit account. If your Credit Account is in default, or if your Credit Account is terminated for any reason, we may at any time thereafter, and without notice to you (unless otherwise required by law), apply all or part of the funds in your deposit account to the payment of any and all amounts owed on your Credit Account. We may also exercise any other remedies under the terms of this Contract or otherwise available in law.

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 the American Arbitration Association ("AAA"), or an arbitration organization mutually agreed upon by the parties. 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. If you do not agree to file your claim with AAA, and the parties cannot agree on an alternative arbitration organization, an arbitrator will be appointed by a court pursuant to the Federal Arbitration Act. 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 AAA may be obtained as follows: American Arbitration Association, (1-800-778-7879), 335 Madison Avenue, Floor 10, New York, NY 10017, website at 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 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 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 EXCEPT TO THE EXTENT PUNITIVE DAMAGES WOULD BE AVAILABLE IN LITIGATION.** 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
Member FDIC

First PREMIER Bank
CREDIT CARD AND DEPOSIT ACCOUNT CONTRACT
AND ACCOUNT OPENING DISCLOSURES (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 INTEREST CHARGES and other contract provisions that apply to your Credit Account, please review the Account Opening Disclosures 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 Account Opening Disclosures 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 (1) the first Purchase made or Cash Advance taken on your Credit Account, and (2) 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 (1) the first Purchase made or Cash Advance taken on your Credit Account, and (2) 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 **INTEREST 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 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 27 days from the Closing Date.
"Proper Form" means that a payment sent by mail or courier follows these guidelines:

- Payments must be sent to the address on the payment coupon of your Statement.
- Payments must be made by check or other negotiable instrument in U.S. dollars payable to First PREMIER Bank.
- All checks or negotiable instruments must be drawn on a U.S. bank or at a U.S. branch of a foreign bank.
- Payments must not be in the form of cash or third-party checks.
- Your payment coupon must be included with your payment. If your payment coupon is not included, your name and account number must be printed legibly on your check or negotiable instrument.

"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 Minimum Payment, 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 Account Opening Disclosures 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, **INTEREST 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, **INTEREST 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 Consumer 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, **INTEREST 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 may require you to pay us any amount over your Credit Limit immediately. 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. We reserve the right to approve or deny authorizations or transactions from any merchant at our sole discretion.
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 $500.00 per day. The minimum Cash Advance per transaction is $20.00. For Credit Accounts opened on or after June 1, 2003, your initial Cash Advance limit will be 10% of your assigned Credit Limit. Once your Credit 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 $250.00, your beginning Cash Advance limit will be $25.00 and may increase to $125.00 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 Credit 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 Credit Account has a debit or credit balance of more than $1.00, if an **INTEREST 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 **INTEREST 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 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.
Consent to calls and messages using autodialer, prerecorded message and artificial voice: You agree and expressly consent that we and our agents, affiliates, contractors, subcontractors, and assignees may call or contact you at any cellular, mobile, home, work, or other telephone number, electronic mail address, or other digital or electronic communication terminal, link, point or address of any kind whatsoever that (a) you provide or use to contact us, (b) we obtain from a third party such as an employer, friend, family member, another creditor, or person with whom you have done business, or (c) we obtain through any legal means, including without limitation, a caller identification system that captures your number. You expressly consent to receiving calls, text messages and other communications from us, our agents, affiliates, contractors, subcontractors, and assignees on any number that is assigned to a cellular telephone service, wired telephone service, paging service, facsimile machine, specialized mobile radio service, radio common carrier service, internet protocol service, or other electronic, digital or analog service that is placed through or utilizes an automatic telephone dialing system, artificial voice or pre-recorded message, or any other technology, even if you incur a cost when we contact you. You accept responsibility for all costs you incur when contacted through any of these means.
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 Account Opening Disclosures 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 monthly Minimum 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 27 days from the Closing Date, to pay the Total Minimum Amount Due.
Applying Your Payments: We may apply your payment to whichever balances we choose to the extent it does not exceed the Total Minimum Amount Due shown on your Statement. The amount of your payment in excess of the Total Minimum Amount Due will be applied to balances subject to the highest APR prior to balances subject to lower APRs. We may apply your payment to principal amounts, **INTEREST CHARGES**, fees and other charges in any order we choose, and we may change the order of application of payments from time to time at our discretion.
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.
Electronic Check Presentment: 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 CHECK-PAYMT, 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, partial payments or checks or other payment instruments marked to impose terms or conditions of acceptance such as "paid in full" without waiving any of our rights under this Contract, and no attempt by you to impose any term or condition of acceptance will be effective against us. Satisfaction of a debt for less than the full amount due or imposition of any other term or condition on us requires a written agreement, signed by an authorized Bank representative.

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 Disclosure: We will refund your initial fees (those that are billed at the time of account opening) if (1) you have not used your Card for a Purchase or Cash Advance; and (2) you have not paid a fee after receiving a billing statement. We will refund any Credit Limit Increase Fee charged to your Credit Account if you notify us, within 30 days of the date of the Periodic Statement on which it appears, that you do not wish to have the credit limit increase. This will result in a reversal of the credit limit increase. Except as described in this paragraph, these fees are non-refundable.

OTHER TERMS AND CONDITIONS

Required Deposit: We require your Credit Account to be secured by a deposit account which you must maintain at First PREMIER Bank. Additional terms and conditions governing the deposit account are explained elsewhere in this Contract.
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 **INTEREST CHARGES** or fees, change the **ANNUAL PERCENTAGE RATE** or change the method of computing the balance upon which we impose **INTEREST 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 Consumer 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, SD 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 Consumer Reporting Agencies, 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 Consumer Reporting Agencies 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 Account Opening Disclosures 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 Account Opening Disclosures 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 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:

First PREMIER Bank
P.O. Box 5524
Sioux Falls, SD 57117-5524

(You may also contact us on the Web: www.mypremiercreditcard.com.)
In your letter, give us the following information: