"Proper Form" means a payment sent by mail or courier that:

- is by check, money order, or cashier's check payable in US dollars (do not send cash)
- is payable to First PREMIER Bank (no third-party checks)
- includes your payment coupon, or includes your name and account number on the check

"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.

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 or accepts 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, work, or other telephone number, electronic mail address or other wireless 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, wireless telephone service, paging service, facsimile machine, specialized mobile radio service, radio common carrier service, internet protocol service, or other electronic, digital or other type 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.

Indemnification: You agree to indemnify us for any damages, costs and expenses, including reasonable attorney fees, we incur when we attempt to contact you at any third party's telephone number that you provide to us, including any number for which you fail to notify us is no longer associated with you as the subscriber.

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, Avoiding Late Fees, and Payment Instructions: You must make a payment by the Payment Due Date in each billing cycle that has a New Balance. The amounts you owe are shown in the "Payment Information" box on the first page of your Statement. To avoid a Late Payment Fee, we must receive a payment at least equal to the Minimum Payment plus the Past Due Amount shown on your Statement by 5 pm Central Time (referred to as the payment cutoff time) on your Payment Due Date. You can make a payment by mail, by phone, by bill payment service, or online. Instructions on making a payment and when the payment will be credited to your account are included on your Statement. Generally, credits from merchants are not treated as payments and will not reduce the amount you must pay each Billing Cycle. The Payment Due Date will be at least 27 days from the Statement Closing Date. Your Payment Due Date will be the same date each month. You can pay all or any portion of your balance owed on your Account at any time.

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 perform with this Contract.
- You fail to make any payment or perform any promise in any agreement or obligation you have with us.
- A 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: If you are in 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 will pay all costs 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. If your account is billed a Monthly Fee, refer to the Account Opening Disclosures included on the credit card carrier for information about the billing of the fee when the account is closed. If your account is billed an Annual Fee or Monthly Fee, refer to the back of your monthly Statement for information on how to avoid the fees.

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

Initial Fee Refunds: The following describes our policy concerning the refund of the Program Fee and initial fees (those fees that are billed on your first statement):

When we will provide a full refund. We will refund the Program Fee and initial fees if you have not made a Purchase or obtained a Cash Advance and either of the following are true:

- Your account is closed within 11 days following the payment due date shown on your first billing statement; or
- Your account is closed before you pay anything after receiving a billing statement.

When we will provide a partial refund. If your account is closed more than 11 days after the payment due date on your first billing statement, we will refund the unpaid amount of the outstanding fees even if you have made a payment after receiving a billing statement as long as you have not made a Purchase or obtained a Cash Advance. However, we will not refund any amount you have previously paid, including the Program Fee or any other fees billed to your account.

When we will not provide a refund. We have no obligation to refund fees or interest after you make a Purchase or obtain a Cash Advance following receipt of these disclosures.

We will also refund any amount of the Program Fee you have paid if your account is not opened within 85 days after we approve your application.

Credit Limit Increase Fee Refunds: We will refund the Credit Limit Increase Fee if you reject the credit limit increase within 30 days after the date of the billing statement on which the fee is billed. This will result in a reversal of the credit limit increase.

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 **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.

Use of Credit Reports: You authorize us to access and use your credit reports from the consumer reporting agencies for any purpose permitted by law which may include whether to extend, increase, or decrease credit, reviewing, renewing or servicing your Credit Account, or determining whether to offer other products or services to you.

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

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