

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	<b>36.0%</b>
APR for Cash Advances	<b>36.0%</b>
Paying Interest	Your due date is at least 27 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances on the transaction date.
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 <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>

Fees	
<b>Set-up and Maintenance Fees</b> • Annual Fee	<b>None</b>
<b>Transaction Fees</b> • Cash Advance • Foreign Currency	None <b>None</b>
<b>Penalty Fees</b> • Late Payment • Return Item Charge	Up to <b>\$39.00</b> Up to <b>\$39.00</b>

**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.

**FEES AND INTEREST CHARGES:**

**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 Payment Due 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 Payment Due Date applicable to that 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.

**How we calculate INTEREST CHARGES:** We use the **Average Daily Balance** (including current transactions) method to calculate the **INTEREST CHARGE** for each billing cycle. We calculate the **INTEREST CHARGE** separately on the Purchase balance and Cash Advance balance that is subject to an APR. We figure the **INTEREST CHARGE** on the Purchase balance and the Cash Advance balance by multiplying the **Average Daily Balance** for each balance by the **Daily Periodic Rate** that applies to that balance. We then multiply that amount by the number of days in the Billing Cycle. The result is the **INTEREST CHARGE** for that balance.

**How we calculate Average Daily Balance and Daily Periodic Rate:** We calculate the **Average Daily Balance** as follows: 1) we start with the previous day's balance (which may include unpaid interest), 2) add new Purchases to the Purchase balance and Cash Advances to the Cash Advance balance as of the post date shown on your statement for those transactions, 3) add any interest accrued on the previous day's balance (this is daily compounding of interest), 4) subtract any payments or credits as of the post date shown on your statement, and any other adjustments as of the day they are credited to the account. We figure the **Average Daily Balance** (shown as the Balance Subject to Interest on your statement) separately for Purchases and Cash Advances for each Billing Cycle. We do this by 1) adding up the **Daily Balances** for each balance type, and 2) dividing the result for each balance type by the number of days in the Billing Cycle. This gives us the **Average Daily Balance**. If a **Daily Balance** is negative, we treat it as zero.

To determine the **Daily Periodic Rate**, we divide the APR by 365. The daily "Periodic Rate" for Purchases is 0.0986% and for Cash Advances is 0.0986%. This is equivalent to an **ANNUAL PERCENTAGE RATE** of 36.0% for Purchases and 36.0% on Cash Advances. **The APR applicable to Purchases will be applied to fees assessed to your Credit Account.**

**Late Payment Fee:** We will charge a Late Payment Fee if we do not receive a payment at least equal to the Minimum Payment plus the Past Due Amount shown on your Statement by 5 pm Central Time (the payment cutoff time) on your Payment Due Date. This payment cutoff time applies to payments you make by mail, by bill payment service, by phone, online, or by any other method. The first time you do not pay at least the Minimum Payment plus Past Due Amount by the cutoff time on your Payment Due Date, we will charge a Late Payment Fee of \$28.00. If you do not pay at least this amount on time again in the next six billing cycles, we will charge a Late Payment Fee of \$39.00 each time. The Late Payment Fee will never be more than the Minimum Payment plus Past Due Amount due in that Billing Cycle.

**Return Item Charge:** If a payment you make is returned unpaid, we will charge you a Return Item Charge of up to \$28.00. If another payment is returned in the next six billing cycles, we will charge a Return Item Charge of up to \$39.00. The Return Item Charge may be imposed even if we elect to re-present the item and it is paid upon our re-presentation.

**OTHER CHARGES AND IMPORTANT INFORMATION:**

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

**Total Minimum Amount Due:** Means the total minimum amount due you must pay each Billing Cycle. We calculate the Total Minimum Amount Due as follows: If your New Balance is less than \$30.00, your Total Minimum Amount Due is equal to the New Balance. If your New Balance is \$30.00 or more, your Total Minimum Amount Due is equal to the sum of (i) the Minimum Payment (which is 7% of your New Balance rounded up to the next dollar or \$30.00, whichever is greater), plus (ii) the Past Due Amount, plus (iii) the Amount Over Limit Due (which is the amount of the New Balance that exceeds your credit limit).

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

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. **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.

**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](http://www.mypremiercreditcard.com).)

In your letter, give us the following information:

- **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](http://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. 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.

“**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.

#### 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, 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.

**Indemnification:** You agree to indemnify us for all 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 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

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

**When we will provide a full refund.** We will refund the 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 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.

**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

**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.

**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).