

CORTRUST BANK, N.A.

MASTERCARD® CARDHOLDER AGREEMENT

This MASTERCARD Cardholder Agreement (the “Agreement”) governs the use of your MASTERCARD secured credit card account issued by CorTrust Bank, N. A. (the “Card” or “Card Account”). The words “you” and “your” refer to the person who applied for the Card Account and to whom a Card is issued. This agreement also governs the deposit account you must maintain at CorTrust Bank, N.A. to qualify for your Card Account (the “Security Deposit Account”). The words “we”, “us”, “our”, and the “Bank” refer to CorTrust Bank, N.A., Mitchell, South Dakota, Member FDIC. This Agreement is effective when you or an authorized user uses the Card or Card Account or if you fail to cut your Card in half and return it to us within 30 days after it is issued to you. If you designate an authorized user to use your Card, the terms of this Agreement will apply to the authorized user, and Card Account information may also be reported to credit bureaus in the authorized user’s name.

Please see the separate Privacy Notice that we will provide to you for important additional information concerning our privacy policy and your privacy rights. **This Agreement contains a binding arbitration provision. Please see Section 22 for details regarding mandatory arbitration and your right to opt-out of such arbitration.**

TERMS & CONDITIONS

Your acceptance of the Card will indicate your agreement to pay all charges incurred and any indebtedness incurred in accordance with the terms and conditions of this Agreement. These terms and conditions are subject to change from time to time, in our sole discretion, upon notice to you as required by law.

1. USING YOUR CARD: You may use your Card to make purchases of goods or services wherever MASTERCARD credit cards are accepted. You may obtain cash advances (i.e., loans of money) through participating financial institutions, including the Bank. Any cash equivalents obtained with the Card will also be treated as cash advances. Each purchase or cash advance you obtain will reduce the available credit under your credit limit until the purchase or cash advance is repaid. You promise to pay us the total amount of all purchases and cash advances, as well as all finance charges and other fees and charges, billed to your Card Account.

2. YOUR CREDIT LIMIT AND CREDIT AVAILABILITY: Initially your credit limit will equal the amount in your Security Deposit Account (\$200 minimum). Your initial available credit will equal the amount in your Security Deposit Account less the Annual Fee (\$39) and first month’s Participation Fee (\$3). Optional fees may further reduce this amount. You may increase your credit limit by making additional deposits to your Security Deposit Account. We must obtain final collection on any non-cash items (e.g. checks) deposited in your Security Deposit Account before we will increase your credit limit by the amount of such deposit. We reserve the right to modify your credit limit from time to time. You agree not to engage in any

Card transaction that would cause your outstanding balance to exceed your credit limit. Your current credit limit will appear on your monthly billing statement.

3. CREDIT LIMIT INCREASES: Under certain conditions, the Bank may, at its discretion, grant a credit limit increase above the amount in your Security Deposit Account. If you make all your payments on time for six months, pay substantially more than the minimum due each month, and meet certain other criteria, we may, in our sole discretion based on this and other information, increase your credit limit. A one-time fee of \$25 is imposed the first time you request and we approve your Card Account for a credit limit increase.

4. YOUR MONTHLY STATEMENT: Your Card Account will be on a monthly billing cycle. We will send you a statement whenever there is activity or a balance on your Card Account. The upper portion of the statement will serve as your bill and should be returned with your payment. The bottom portion of the statement itemizes your Card Account activity, including purchases, cash advances, other charges and payments posted during the billing period. You should retain the bottom portion of your statement for future reference and as a receipt.

5. MINIMUM PAYMENTS: If you want to reduce additional finance charges, you should pay your New Balance in full by the payment due date. If you prefer, you can pay less than the full New Balance, but you must pay at least the Minimum Payment Due as shown on your statement. The Minimum Payment Due is the sum of (i) the greater of: \$25; 3% of your New Balance; or 1% of your New Balance plus the current billing cycle's Overlimit Fee, Late Payment Fee, and Periodic Finance Charges, plus (ii) any amount past due, plus (iii) any amount that your Card Account exceeds your assigned credit limit.

6. MAKING PAYMENTS: We reserve the right to apply payments made on your Card Account in our discretion. We will give you immediate credit for Card Account payments for finance charge purposes, but we reserve the right to limit available credit resulting from any payment for up to ten days or until funds are collected. You may not maintain a credit balance on your Card Account. If you send a payment in excess of the full New Balance shown on your statement, we may, in our discretion, choose not to accept such payment and return the payment to you. In the alternative, we may apply such payment to your Card Account, in which case your Card Account may be temporarily suspended and subject to further review. To ensure prompt posting, payments should be sent to the address located on your statement. Your payments must be made in U.S. currency only (personal check, money order, cashier's check, or electronic funds transfer). Do not send cash through the mail, as we will not be responsible for cash lost in the mail.

By sending your check, you are authorizing the use of the information on your check to make a one-time electronic debit from the account on which the check is drawn. This electronic debit, which may be posted to your account as early as the date your check is received, will be only for the amount of your check. If you have any questions regarding opting out of electronic presentment, call the customer service number at 1-888-883-9826. If your check is returned unpaid for insufficient or uncollected funds, we may re-present your check electronically.

7. FINANCE CHARGES: Your Card Account is subject to **FINANCE CHARGES** as follows, each of which may be charged to your Card Account as a purchase for the purpose of calculating periodic finance charges unless otherwise noted:

a. Periodic **FINANCE CHARGES** for purchases are calculated at a monthly periodic rate of 1.65%, which is a corresponding **ANNUAL PERCENTAGE RATE** of 19.8%. If you pay the New Balance shown on your prior month's periodic statement in full by the due date shown on the statement, you will have a grace period on purchases of 25 days (from the statement closing date to the payment due date) and can avoid periodic finance charges on current purchases by paying the New Balance shown on your current statement in full by the due date. Periodic finance charges will be calculated by applying the monthly periodic rate (shown above) to the average daily balance of purchases. To calculate the average daily balance of purchases, we take the beginning balance of purchases on the Card Account each day, add any new purchases (which may include finance charges and other fees and charges), and subtract any applicable payments and credits. This gives us the daily balance of purchases. At the end of each billing cycle, we add up all the daily balances of purchases and divide by the number of days in the billing cycle to determine the average daily balance of purchases for the billing cycle. Periodic **FINANCE CHARGES** for cash advances are calculated at a monthly periodic rate of 1.65%, which is a corresponding **ANNUAL PERCENTAGE RATE** of 19.8%. For cash advances, periodic finance charges will be assessed from the date the advance is posted to the Card Account until the date the advance is paid in full. Periodic finance charges on advances are calculated by applying the monthly periodic rate (shown above) to the average daily balance of advances (including new advances). To get the average daily balance of advances, we use the same calculation method we use for purchases.

b. The minimum periodic **FINANCE CHARGE** is \$.50.

c. Cash Advance Fee – Each time you obtain a new cash advance, we will impose a transaction fee of 3% of the amount advanced or \$5, whichever amount is greater. This fee is a **FINANCE CHARGE**.

d. Processing Fee – There is a one-time Processing Fee of \$9 paid when you apply. This fee is a **FINANCE CHARGE**.

e. Replacement Card Fee – If your Card is lost or stolen and you request a replacement, a Replacement Fee of \$20 will be assessed. This fee is a **FINANCE CHARGE**.

f. Credit Limit Increase Fee – There is a one-time fee of \$25 imposed the first time your credit limit is increased at your request. This fee is a **FINANCE CHARGE**.

8. OTHER CHARGES: In addition to the fees and charges described above, other charges that may be imposed on your Card Account include the following, each of which may be charged to your Card Account as a purchase for the purpose of calculating periodic finance charges:

a. Annual Cardholder Fee – The Annual Cardholder Fee for your Card Account is \$39. This fee is imposed when your Card Account is opened and annually thereafter on approximately

the anniversary date of your Card. This fee is billed directly to your Card Account. Except as provided in Section 11 entitled “Refund Policy”, or as otherwise required by applicable law, this fee is non-refundable, even if your Card Account is canceled for any reason during the year.

b. Monthly Participation Fee – There is a \$3 Monthly Participation Fee (\$36 annualized) that is required to participate in this special card program.

c. Additional Card Fee – If you request and we decide to grant an additional card for use by an authorized user, there is an annual Additional Card Fee of \$20 for each additional card.

d. Returned Payment Fee – If a check, electronic funds transfer, telephone authorized draft, or similar payment method submitted as payment is returned for any reason, a Returned Payment Fee of \$20 will be assessed.

e. Late Payment Fee – You will be charged a Late Payment Fee of \$20 in any billing period in which you fail to pay, by the Payment Due Date, at least (i) the greater of: \$25; 3% of your New Balance; or 1% of your New Balance plus the current billing cycle’s Overlimit Fee, Late Payment Fee, and Periodic Finance Charges, plus (ii) any Past Due Amount.

f. Overlimit Fee – You will be charged an Overlimit Fee of \$20 in any billing period in which your Card Account exceeds your credit limit.

g. Copy Fee – If you request a duplicate copy of a monthly statement or other copy, you will be charged a fee of \$5 per page.

h. Rush Delivery Fee – There is a special rush delivery service fee of \$18 to have your Card processed more quickly and sent to you by overnight delivery.

i. Warning Bulletin – If you are in default, our actual cost of placing your Card Account on the Warning Bulletin, and the cost of having your Card confiscated by a merchant, may be charged.

j. ACH Autopay Fee – Each time we arrange, upon your request, a single payment on your Card Account by electronic funds transfer, telephone authorized draft, or similar payment method, we may charge an ACH Autopay Fee of \$5.

9. OPTIONAL PREMIUM CLUB MEMBERSHIP: This optional program offers participants products and services from national retailers in addition to added Card protection and services. The cost of this program is billed automatically to your Card Account each month. This program is offered and administered by Capital Enhancement Services, LLC (“Capital”). The PREMIUM Club is a service mark of Capital. All rights reserved. ©Copyright 2006, Capital Enhancement Services, LLC. We do not require Premium Club membership as a condition to applying for or obtaining a Card and Capital is not involved in any extension of credit or related decisions. Capital is not owned or operated by the Bank and we are not responsible for any programs or products offered by or through Capital. If you elect to purchase

the optional Premium Club membership, you authorize us to exchange information with Capital in connection with your Premium Club membership.

10. CANCELLATION: The primary cardholder may cancel the Card Account at any time by notifying us in writing at the address on your monthly statement and returning all Cards issued on your Card Account, cut in half. Even after your Card Account is closed, you remain responsible for paying any amounts you owe on the Card Account according to the terms of this Agreement. We can suspend your Card Account privileges or cancel your Card Account at any time, with or without cause.

11. REFUND POLICY: You may cancel your Card Account by notifying us in writing within 30 days of receiving this Agreement and before making any additional charges to the Card (other than the fees disclosed in this Agreement). If you cancel your Card Account, we will refund to you or credit to your Card Account all fees and charges in connection with your Card Account, except that the Rush Delivery Fee is non-refundable.

12. IF YOUR CARD IS REFUSED: We are not responsible if a merchant, a bank or an ATM refuses to honor your Card. Although you may have credit available, we may be unable to authorize credit for a particular transaction due to operational difficulties or mistakes. Transactions made above a certain dollar amount may require authorization before the transaction is approved. The number of transactions or the total dollar amount of authorizations you make in one day may be limited since we may limit the number of authorizations or the dollar amount of authorizations which may be given. These restrictions are for security reasons. As a result, we cannot explain the details of how our authorization system works. Neither we nor our agents will be responsible if authorization for a transaction is not given. If your Card Account is overlimit or delinquent, authorization of credit for transactions may be declined.

13. LOST OR STOLEN CARDS: You may be liable for unauthorized use of your Card. If your Card is lost or stolen or you suspect that someone is using your Card Account without your permission, you should immediately notify us. You can call toll free 1-888-883-9826 during normal business hours, or call toll free 1-800-556-5678 anytime, including after business hours, weekends, and holidays. You can also notify us in writing at CorTrust Bank, N. A., P.O. Box 5431, Sioux Falls, SD 57117-5431. Your maximum liability for unauthorized use will not exceed \$50.00. You will not be liable for any unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use. In any event, your liability for unauthorized use will be nothing unless negligence, untimely reporting of the loss, or fraud is shown. If you allow someone to use your Card or make charges to your Card Account, you can terminate this user's authority by retrieving the Card and returning it to us. Until you do, you remain liable for any use by the authorized user. If you lose two cards, no further cards may be issued.

14. FOREIGN CURRENCY TRANSACTIONS: If you make a charge in a foreign currency, the exchange rate for the transaction will be either (a) a rate selected by MASTERCARD from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MASTERCARD itself receives, or (b) the government mandated rate in effect for the applicable central processing date.

15. DEFAULT / ACCOUNT CLOSURE: If you exceed your assigned credit limit, fail to make any required payment, become insolvent, declare bankruptcy, die, violate any term of this Agreement, which includes the Security Deposit Account, provide false information to us, any claim or lien is asserted against your Security Deposit Account, or, in our discretion, we deem the prospect of repayment of your Card Account to be in jeopardy for any reason, you will be in default. Upon your default, we shall have all remedies provided by law including, without limitation, the right to close or refuse to renew your Card Account, demand the return of your Card, declare your entire balance immediately due and payable, exercise our security interest in your Security Deposit Account, and initiate collection activity, all without prior notice or demand. To the extent permitted by applicable law, you must pay any collection costs, including reasonable attorney's fees, the costs of placing you on the Warning Bulletin, and the costs of confiscating your Card that we incur as a result of your default. No use of the Card will be authorized following default. We may also close your Card Account at any time and for any reason.

16. CARD OWNERSHIP AND ACCEPTANCE: Any Card issued to you remains our property and must be surrendered to us upon demand.

17. IRREGULAR PAYMENTS AND DELAY IN ENFORCEMENT, WAIVERS AND RELEASES: We can accept late payments, partial payments, checks and money orders marked "paid in full" or language having the same effect without losing any of our rights under this Agreement. We can also delay enforcing our rights under this Agreement any number of times without losing them and can waive or delay enforcing a right against one of you without waiving or delaying it as to the other. No waiver by us of any default shall be effective unless in writing nor operate as a waiver of any other future default.

18. CHANGES IN AGREEMENT TERMS: We can change any term or provision of this Agreement, including the rate at which or manner in which finance charges are calculated, at any time upon such notice to you as required by law. At our option, any change will apply to both your new activity and to your outstanding balance when the change is effective. You will be deemed to have accepted the new terms if you use your Card after the effective date or if you fail to notify us in accordance with applicable law. For changes in the Agreement terms write to: CorTrust Bank, N. A., P. O. Box 5431, Sioux Falls, SD 57117-5431.

19. GOVERNING LAW: This Agreement is entered into in the State of South Dakota where the decision to grant credit will be made. Therefore, this Agreement is governed by and should be interpreted in accordance with federal law, and to the extent not pre-empted, the laws of the State of South Dakota, regardless of your state of residence, and without reference to conflict of law provisions.

20. AUTHORIZED USER: If you request an authorized user, both you and the authorized user may obtain purchases and cash advances (but the total of these purchases and cash advances cannot exceed the credit limit). You and any authorized user are obligated, jointly and severally, for all charges, finance charges, and fees incurred by the authorized user, but we are not required to seek recovery from the authorized user before requiring payment by you. The authorized user

may not close the Card Account. If we close the Card Account, we will notify you and the notice will be effective for both of you.

21. ILLEGAL AND GAMBLING TRANSACTIONS: Your Card cannot be used for illegal transactions. Use of your Card for gambling transactions (including obtaining cash advances for purposes of gambling), whether such transaction is legal or illegal, is prohibited.

22. ARBITRATION: PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. UNLESS YOU EXERCISE THE RIGHT TO OPT-OUT OF ARBITRATION IN THE MANNER DESCRIBED BELOW, YOU AGREE THAT ANY DISPUTE WILL BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO HAVE A JURY, TO ENGAGE IN DISCOVERY (EXCEPT AS MAY BE PROVIDED IN THE ARBITRATION RULES), AND TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES. YOU ALSO AGREE ANY ARBITRATION WILL BE LIMITED TO THE DISPUTE BETWEEN YOU AND US AND WILL NOT BE PART OF A CLASS-WIDE OR CONSOLIDATED ARBITRATION PROCEEDING.

Agreement to Arbitrate. You and we agree that any Dispute, except as provided below, will be resolved by arbitration. This agreement is governed by the Federal Arbitration Act (FAA), 9 U.S.C.S. § 1 et seq. and the substantive law of the State of South Dakota (without applying its choice-of-law rules).

Arbitration Defined. “Arbitration” is a means of having an independent third party resolve a Dispute. A “Dispute” is any claim or controversy of any kind between you and us. The term Dispute is to be given its broadest possible meaning and includes, without limitation, all claims or demands (whether past, present or future, including events that occurred prior to the opening of this Card Account and whether or not a credit card is issued), based on any legal or equitable theory (contract, tort, or otherwise) and regardless of the type of relief sought (i.e., money, injunctive relief or declaratory relief). A Dispute includes, by way of example and without limitation, any claim based upon a federal or state constitution, statute, ordinance, regulation, or common law, and any issue concerning the validity, enforceability or scope of this arbitration agreement.

For purposes of this arbitration provision, the terms “you” and “your” include any co-signer, co-obligor, guarantor or authorized user and also your heirs, guardian, personal representative or trustee in bankruptcy. The terms “we,” “our,” and “us” include our employees, officers, directors, members, managers, attorneys, affiliated companies, predecessors and assigns, as well as our marketing, servicing and collection representatives and agents.

Choice of Arbitrator. The party filing an arbitration must choose either of the following arbitration firms for initiating and pursuing an arbitration: the American Arbitration Association or the National Arbitration Forum. If you claim you have a Dispute with us, but you do not

initiate an arbitration or select an arbitrator, we may do so. You may obtain copies of the current rules of each of the arbitration firms and forms and instructions for initiating an arbitration by contacting them as follows:

American Arbitration Association
335 Madison Avenue, Floor 10
New York, NY 10017-4605
Website: www.adr.org

National Arbitration Forum
P.O. Box 50191
Minneapolis, MN 55405
Website: www.arbitration-forum.com

The policies and procedures of the selected arbitration firm will apply provided that these are consistent with this arbitration agreement. To the extent the arbitration firm's rules or procedures are different than the terms of this arbitration agreement, the terms of this agreement will apply.

What Arbitration Costs. If you initiate the arbitration, you will be responsible for the first \$50 of filing fees and other costs or fees, and we will pay the balance of the filing fee and any costs or fees charged by the arbitrator above the first \$50. If you cannot afford to pay the first \$50, we may pay this in our discretion. If we initiate the arbitration, we will pay the filing fee and any costs or fees charged by the arbitrator. Unless prohibited by law, the arbitrator may award fees, costs and reasonable attorneys' fees to the party who substantially prevails in the arbitration.

Location of Arbitration. Unless you and we agree to a different location, the arbitration will be conducted in the same city as the United States District Court closest to your then current mailing address.

Waiver of Rights. You are waiving your right to a jury trial, to have a court decide your Dispute, to participate in a class action lawsuit, and to certain discovery and other procedures that are available in a lawsuit. The arbitrator has the ability to award all remedies available by statute, at law, or in equity to the prevailing party, except that you and we agree that the arbitrator has no authority to conduct class-wide proceedings and will be restricted to resolving the individual disputes between you and us. The validity, effect, and enforceability of this waiver of class action lawsuit and class-wide arbitration is to be determined solely by a court of competent jurisdiction and not by the arbitration firm or arbitrator. If the court, or an arbitration firm or arbitrator, refuses to enforce the class-wide arbitration waiver or otherwise refuses to enforce this Agreement, you and we agree that the Dispute will proceed in court and will be decided by a judge, sitting without a jury, under applicable court rules and procedures.

Applicable Law and Judicial Review. The arbitrator will apply applicable federal and South Dakota substantive law and the terms of this Agreement. The arbitrator must apply the terms of this arbitration agreement, including without limitation the waiver of class-wide arbitration. The

arbitrator will make written findings and the arbitrator's award may be filed with any court having jurisdiction. The arbitration award will be supported by substantial evidence and must be consistent with this Agreement and applicable law or may be set aside by a court upon judicial review. Either party may seek judicial review of the arbitrator's decision according to applicable law.

Other Provisions. This arbitration provision will survive: (i) termination or changes in this Agreement, the Card Account, or the relationship between you and us concerning the Card Account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your Card Account, or any amounts owed on your Card Account, to any other person or entity.

Right to Opt-Out. *If you do not wish to agree to arbitrate all Disputes in accordance with the terms and conditions of this section, you must advise us in writing at the following address within 30 days of when we mail this Agreement to you: CorTrust Bank, N.A., P. O. Box 5431, Sioux Falls, SD 57117-5431. Clearly print or type your name and Card Account number and state that you reject arbitration. You must give written notice, and it is not sufficient to telephone us. Send only your notice to reject arbitration; do not include the notice with other correspondence to us. We must receive your letter at the above address within 30 days after the date this Agreement was provided to you or your rejection of arbitration will not be effective.*

23. VENUE AND JURISDICTION: In the event any Dispute is not subject to arbitration, you consent to be subject to the jurisdiction and venue of the Circuit Court located in Minnehaha County, South Dakota, and agree that such court shall be the sole and exclusive jurisdiction and venue of all Disputes.

24. ALL INQUIRES SHOULD BE MAILED TO: CorTrust Bank, N. A., P. O. Box 5431, Sioux Falls, SD 57117-5431. Customer service for CorTrust Bank, N.A., is 1-888-883-9826.

25. SEVERABILITY: If any provision of this Agreement, including any portion of the arbitration agreement set forth above in Section 22, is determined to be invalid or unenforceable under any rule, law, or regulation, the validity or enforceability of any other provision of this Agreement shall not be affected, and in lieu of such invalid or unenforceable provision there shall be added automatically, as part of this Agreement, a provision as similar in terms as may be valid and enforceable, if possible. Notwithstanding the foregoing, if a class action litigation or a class-wide arbitration is permitted for any reason, either party may require that the entire Dispute, as defined in Section 22 above, be heard by a judge, sitting without a jury, under applicable court rules and procedures.

26. SECURITY INTEREST: Your Card Account is a "secured credit" account. You hereby grant us a security interest in your Security Deposit Account to secure any indebtedness under your Card Account. We also have a lien on your Security Deposit Account pursuant to SDCL 44-11-11 and 51A-12-17. You understand that all funds you deposit in your Security Deposit Account are "pledged deposits" that you will not be able to withdraw until we release our security interest upon termination of your Card Account. Release of our security interest will not occur until the indebtedness is paid in full, your obligations with respect to the Card Account are fulfilled, all outstanding cards have expired or been cut in half and returned to us, all

outstanding sales drafts have been posted, and 60 days have lapsed from the latest to occur of the foregoing. If you do not pay your Card Account balance as agreed or are otherwise in default, we can exercise our rights as a secured creditor under this Agreement and applicable law, including our right to use funds in your Security Deposit Account to pay off your Card Account balance and our collection costs. Except for the security interest in your Security Deposit Account, we retain no security interest in your real or personal property to secure payment on your Card Account.

YOUR CARDHOLDER BILLING RIGHTS

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

Notify Us in Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us (on a separate sheet) at CorTrust Bank, N. A., P.O. Box 5431, Sioux Falls, SD 57117-5431. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us at 1-888-883-9826, but doing so will not preserve your rights. In your letter, give us the following information:

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

If you have authorized us to pay your credit bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice: We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay the questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we did not make any mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you, write to us within ten days, telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we cannot collect the first \$50.00 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases: If you have a problem with the quality of property or services that you purchased with a 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 property or services. There are two limitations on this right: a) you must have made the purchase in your home state, or if not within your home state, within 100 miles of your current mailing address; and b) the purchase price must have been more than \$50.00. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

SECURITY DEPOSIT ACCOUNT

This disclosure describes the terms, conditions and fees applicable to the Security Deposit Account you must maintain at the Bank to qualify for your Card Account.

INTEREST: Your Security Deposit Account will not earn interest.

MINIMUM DEPOSIT TO OPEN ACCOUNT: You must deposit a minimum of \$200 to open your Security Deposit Account and no interest is paid on this account.

WITHDRAWALS: Because your Security Deposit Account is being established to secure repayment of any indebtedness incurred under your Card Account, no withdrawals will be permitted from your Security Deposit Account until we release our security interest in accordance with the "Security Interest" section of this Agreement. Upon release of our security interest, the entire balance in your Security Deposit Account may be withdrawn by you.

FEES AND CHARGES: Your Security Deposit Account is subject to the following fees and charges:

Attachments, Levies, Other Legal Process	\$25 each
Returned Item Fee (Checks, Electronic Fund Transfers, or Other Payment Instruments)	\$20 each
Copy Fee	\$5 per page
Account Research	\$25 per hour

If any of these fees or charges is imposed on your Security Deposit Account, we are authorized to debit the amount of the fee or charge to your Card Account.

DEPOSITS: All deposits other than cash deposits will be accepted by us subject to actual collection. We reserve the right to accept non-cash deposits on a collection basis only, in which case an item will be considered deposited to your Security Deposit Account when final collection of the item is received by us. We reserve the right to refuse any deposit if it does not conform to our deposit standards or if it would cause the balance in your Security Deposit Account to exceed the assigned credit limit on your Card Account. If you do not properly endorse a check or item you deposit, we are authorized to endorse the item for you or to collect the item without your endorsement. We will exercise ordinary care in handling your deposits. We will not be responsible for any loss of an item through no fault on our part or for the loss of an item by another financial institution collecting the item for us on your behalf.

RIGHT TO CLOSE ACCOUNT: We reserve the right to close your Security Deposit Account for any reason or without cause. We do not have to advise you of the reason(s) for taking such action. If we do close your Security Deposit Account, we will mail to you a check for the amount then on deposit, subject to any rights we may have under this Agreement.

DEATH OR INCAPACITY: We may continue to permit deposits to and withdrawals from your Security Deposit Account after your death or incapacity unless and until we know of your death or incapacity.

NOTICES

By responding to the credit card offer made by the Bank, you are authorizing us to obtain credit reports about you, both now and in the future, for any legitimate business purpose associated with the Card Account, including by not limited to reviewing, modifying, renewing or collection on your Card Account.

1. **CALIFORNIA RESIDENTS:** A married applicant may apply for a separate Card Account. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. You have the right to prohibit the disclosure to marketers of good of marketing information concerning you which discloses your identity. The number to exercise this right is 1-888-883-9826. After the credit approval, each applicant shall have the right to use the Card Account up to a limit of the Card Account.

2. **KENTUCKY RESIDENTS:** You may pay the unpaid balance of your Card Account in whole or in part at any time.

3. **NEW YORK RESIDENTS:** Consumer reports may be requested in connection with the processing of this application and any resulting account. Upon your request, we will inform you of the names and addresses of any consumer reporting agencies which have provided us with such reports. New York residents may contact the New York State Banking Department (1-800-518-8866) to obtain a comparative list of credit card rates, fees and grace periods.

4. **OHIO RESIDENTS:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies

maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

5. WISCONSIN RESIDENTS: No agreement, court order, or unilateral statement 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, court order or statement, or has actual knowledge of the adverse provision. Finance charges on cash advances begin to accrue on the date of the advance.

6. DELAWARE RESIDENTS: Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month.