CREDIT CARD AGREEMENT

This agreement contains the terms and conditions that govern your 1st Financial Bank USA (Bank) Mastercard® or Visa® credit card account. The first time you or someone you authorize uses your credit card account to purchase goods or services or to get a cash advance means that you have accepted this agreement and you will be responsible for all authorized use of the account. Any authorized user of the account agrees to comply with the terms of this agreement and is jointly liable with you for his or her use of the account.

PURCHASES: You can use your credit card to purchase goods and services at participating merchants, subject to your available credit. We will add the amount of each purchase to a part of your account we call purchases.

CASH ADVANCES: You can obtain cash advances in any of the following three ways, subject to your available credit: using your credit card at a designated automated teller machine (ATM), presenting your credit card to a bank displaying a Mastercard® or Visa® sign, or using convenience checks that we may issue to you. By using an ATM, with a Personal Identification Number (PIN) that has been issued to you, you can obtain cash advances (loans) up to the limitations described herein, and subject to applicable ATM cash availability and regulations. We add the amount of each cash advance to the part of your account we call cash advances. You can obtain cash advances up to an aggregate amount of $1,010 in any calendar day beginning at 12:00 midnight (Central Time) and ending at 11:59:59 p.m. (Central Time) by presenting your credit card at any bank displaying a Mastercard or Visa sign or at an ATM, subject to the limitations stated in this agreement and further subject to applicable cash availability and the regulations of the bank or the ATM operator. Notwithstanding the foregoing, the amount of any cash advance that you may obtain during a single transaction from an ATM cannot exceed $510. You may use convenience checks we may issue to you in connection with your account to obtain cash advances up to your available credit. We may dishonor any check if your account is delinquent, it would cause your account to exceed your credit limit, or you are otherwise in violation of any provision of this agreement. You may stop payment on a convenience check if we have not paid the check and we receive your stop payment request by 5:00 p.m. Central Time on the business day prior to the business day on which we receive your check. If we do not receive your stop payment request by the time specified in this agreement, we are not required to stop payment on the check. You may notify us to stop payment orally or in writing. You may be required to send written confirmation of an oral stop payment request within 14 days. Your written stop payment request expires in six months from receipt by us of written confirmation unless you renew it in writing.

BALANCE TRANSFERS: You can transfer balances from other credit card accounts to your account up to your available credit by using convenience checks that we may issue to you. Balances that you transfer from other credit card accounts will be treated as a cash advance for purposes of this agreement.

MONTHLY STATEMENTS: The Bank will send you a statement at the end of each monthly statement period on which there is a debit or credit balance of more than $1 or on which interest charges have been imposed. The statement will show all transactions, the unpaid balance on your account (called “New Balance”), your available credit (your credit limit less the New Balance), the Minimum Payment Due, the Total Payment Due and the Minimum Payment Due Date.

PAYING INTEREST: Your Minimum Payment Due Date will be at least 21 days after the close of each billing cycle. We will not charge you any interest on purchases first appearing on your current billing statement (new purchases), or any portion thereof, paid by the Minimum Payment Due Date shown on that statement if you paid the New Balance on your previous billing statement in full by the Minimum Payment Due Date shown on that statement. We will begin charging interest on cash advances and balance transfers on the transaction date.

CREDIT LIMIT: The Bank assigns you a credit limit when your account is approved. You promise not to allow your unpaid balance to exceed your credit limit. If we allow you to make a purchase and/or obtain a cash advance which causes your balance to exceed your credit limit, you agree to pay the Bank the excess immediately. Permitting you to exceed your credit limit does not prevent the Bank from enforcing your credit line in the future. The Bank may increase your credit limit from time to time, at your request or upon review of your account. The Bank will notify you in writing if your credit limit is lowered for any reason.

YOUR PAYMENT PROMISE: You agree to pay the Bank for all purchases and cash advances made on your account, together with interest charges when such charges are applicable according to the terms of this agreement.

MAKING PAYMENTS: The Minimum Payment Due on each statement will be equal to the sum of all past due amounts plus the current billing cycle payment. The Total Payment Due on each statement will be equal to the sum of the Minimum Payment Due plus the amount by which your balance exceeds the credit limit and in no event will exceed the New Balance. The current billing cycle payment will be equal to 1% of the New Balance shown on that statement (excluding any interest charge and late fee assessed for that billing cycle and, if applicable, one-twelfth of any annual fee assessed to your account) plus any interest charge and late fee assessed for that billing cycle plus, if applicable, one-twelfth of any annual fee assessed to your account. The Minimum Payment Due will not be less than $25, unless the entire New Balance or the interest charges on your account are less than $25, in which case the Minimum Payment Due will be equal to the entire New Balance. If the entire New Balance is greater than $25 and consists only of interest charges, the Minimum Payment Due will be equal to the interest charges. For each Minimum Payment Due that is greater than $25, the Minimum Payment Due will be rounded to the next highest whole dollar. Credits to your account which result from credits initiated by merchants from whom you purchased goods or services using your credit card or credits issued by the Bank shall not constitute a payment. If you pay more than the Minimum Payment Due, the excess is credited to your account, and your balance is reduced accordingly.

The Bank may not require you to make the Minimum Payment Due during certain designated billing cycles. When the Bank offers you this skip-payment option, and you do not make the Minimum Payment Due during any billing period, interest charges will continue to apply to your account as provided in this agreement.

IRREGULAR PAYMENTS: The Bank may accept late payments, partial payment, or checks or money orders labeled "payment in full" without losing its rights under this agreement.

APPLYING PAYMENTS: Any payment received in excess of the Minimum Payment Due will be allocated first to the balance bearing the highest annual percentage rate and then to each successive balance bearing the next highest rate until the excess payment is exhausted. The amount of any payment received that is equal to or less than the Minimum Payment Due and credits will be allocated in the manner we determine. In most instances, we will allocate such payments and credits to balances with lower annual percentage rates before balances with higher rates.

CREDITING PAYMENTS: Payments received by 5:00 p.m. (Central Time) will be credited to your account as of the date of receipt if received in readily identifiable form in the specified manner and at the specified location. Payments received after 5:00 p.m. (Central Time) will be credited to your account as of the next calendar day if received in readily identifiable form in the specified manner and at the specified location.

PROCESSING PAYMENTS: The Bank may process payments made by check electronically by transmitting the routing number, account number and check serial number to your bank. The Bank may also electronically re-present checks that are returned for insufficient or uncollected funds.

INTEREST CHARGES: The Bank figures the interest charge on your account by multiplying the applicable daily periodic rate to the "Average Daily Balance" of purchases and "Average Daily Balance" of cash advances, and then multiplying the products by the number of days in the billing cycle. The annual percentage rate is shown on the monthly statement for the billing period covered by each statement. The "Average Daily Balance" of purchases and cash advances is computed separately as follows:

For Purchases–Average Daily Balance (including New Purchases): To get the "Average Daily Balance," the Bank starts with the beginning balance of purchases on your account each day, including billed and unpaid interest charges related to purchases, and adds any new purchases on which interest is charged and other debit adjustments and subtracts any payments or credits. This gives the Bank the daily balance. At the end of each day, the Bank multiplies the daily balance by the daily periodic rate. The result is then added to the daily balance to determine the next day's beginning balance. If the daily balance is negative, then it is considered to be zero. At the end of the statement period, the Bank adds up all the daily balances for the billing cycle and divides by the total number of days in the billing cycle to get the "Average Daily Balance." This method of calculating the "Average Daily Balance" involves daily compounding of interest charges.

For Cash Advances–Average Daily Balance (including New Advances): To get the "Average Daily Balance," the Bank starts with the beginning balance of cash advances on your account each day, including billed and unpaid interest charges related to cash advances, and adds any new advances and other debit adjustments and subtracts any payments or credits. This gives the Bank the daily balance. At the end of each day, the Bank multiplies the daily balance by the daily periodic rate. The result is then added to the daily balance to determine the next day's beginning balance. If the daily balance is negative, then it is considered to be zero. At the end of the statement period, the Bank adds up all the daily balances for the billing cycle and divides by the total number of days in the billing cycle to get the "Average Daily Balance." This method of calculating the "Average Daily Balance" involves daily compounding of interest charges.

There is no time in which you can pay the balance of cash advances in order to completely avoid interest charges.

Interest Rate Adjustments: The Annual Percentage Rate ("APR") is a variable rate (other than on purchases for the period from the date your account is open until the last day of the 12th billing cycle after your account is open) and will be adjusted according to the Index Rate. The Index Rate is the Prime Rate published in The Wall Street Journal on the last business day of the month immediately preceding the month in which the billing cycle commences. The daily periodic rate is determined by dividing the APR currently in effect by 365, and then truncating that number to the nearest one hundred thousandth percent. The rate so determined will remain in effect until the first day of the next billing cycle, when it will be adjusted again.

The **APR** is 0% on purchases for the period from the date your account is open until the last day of the 12th billing cycle after your account is open (promotional period). This is a daily periodic rate of 0%. The **APR** is 26.65 percentage points above the Index Rate on purchases after the last day of the promotional period and on cash advances. This **APR** as of the date set forth below is 33.4%, which is a daily periodic rate of 0.09150%. The APR (other than during the promotional period) will increase if there is an increase in the Index Rate. An increase in the Index Rate may result in an increase in the minimum monthly payment. The APR (other than during the promotional period) will decrease if there is a decrease in the Index Rate.

The APRs will never be increased above the maximum rate permitted by law. The foregoing APRs and daily periodic rates are based on the Index Rate as of March 31, 2026, and are estimates. To obtain each APR currently in effect, call the Bank (toll-free) at 1-800-733-1732.

There is a minimum interest charge of 50¢ for each billing period in which an interest charge is imposed.

CASH ADVANCE FEE: For each cash advance obtained, or recorded during a billing period, by presenting your credit card at any bank or other financial institution displaying the Mastercard or Visa sign, by using a convenience check that we may issue to you, or by using an ATM, you may be charged a fee by us of the greater of $3 or 3 percent of the amount of such advance and may also be charged a fee by the other bank, financial institution or ATM operator. For the purchase of any foreign currency, money order, wire transfer, person-to-person money transfer, or other item that is directly convertible to cash made using your credit card, you may also be charged a fee of the greater of $3 or 3 percent of the amount of such transaction. This fee as well as any fee charged by another bank, financial institution or ATM operator will be added to your cash advance balance. If a fee charged by another bank, financial institution or ATM operator causes the amount of an advance to exceed the applicable limit, it will be declined.

LATE PAYMENT FEE: If the Minimum Payment Due is not received by the Bank by the Minimum Payment Due Date, you may be charged a late payment fee of up to $30 for the first late payment and up to $41 for any additional late payment that occurs during the next six billing cycles after a late payment. Notwithstanding the foregoing, in no event shall such fee exceed the amount of the Minimum Payment Due immediately prior to the assessment of such fee, which may include any past due amount from prior billing cycles. This fee will be added to your purchases balance.

RETURNED PAYMENT FEE: If a payment of any type (including without limitation payment by check or electronic funds transfer) made to your account is returned or otherwise not honored for any reason, you may be charged a fee of up to $30 for the first returned payment and up to $41 for any additional returned payment that occurs during the next six billing cycles after a returned payment. Notwithstanding the foregoing, in no event shall such fee exceed the amount of the Minimum Payment Due immediately prior to the date on which the payment was returned to us or otherwise not honored. This fee will be added to your purchases balance.

REPLACEMENT CARD FEE: If your card is lost or stolen and/or you request that a new card be issued to you, you may be charged a fee of $10. If you request that a new or replacement card be issued to you on an expedited basis, you may be charged a fee of $25. These fees will be added to your purchases balance.

ANNUAL MEMBERSHIP FEE: Following the last day of the twelfth (12th) billing cycle after your account is open, you may be charged an annual fee of $25 if your credit limit is less than $1,000 and $55 if your credit limit is equal to or greater than $1,000. This fee will be added to your purchases balance.

COPY FEE: For each copy of any statement or sales, refund, or cash advance slip you request from the Bank, you may be charged $3. This fee will be added to your purchases balance.

CREDIT LIFE INSURANCE: Credit life insurance is not required.

LIMITS ON CARD USE: The Bank is not required to authorize a purchase or cash advance if: (1) it would cause your balance to exceed your credit limit; (2) payment of your entire balance has been accelerated; (3) your credit card has expired; (4) we have revoked your right to use your credit card; or (5) your account has been closed. Any purchase or cash advance authorized by the Bank, even if the Bank is not required to, will be governed by the terms and conditions of this agreement. Your credit card may not be used for any illegal transaction.

COLLECTION COSTS: If your account is more than thirty (30) days delinquent, the Bank may refer your account to collection, including the Bank's own collection department, and you agree to pay all collection costs, including reasonable attorney's fees and, as liquidated damages, the sum of $100 to compensate the Bank for the additional costs incurred in collection. It is expressly agreed that the exact amount of collection costs are difficult to ascertain and that $100 represents the Bank's best estimate of this cost and not a penalty. This amount will be added to your purchases balance.

JOINT ACCOUNT: If this is a joint account, each person who signed the application (1) may obtain purchase and cash advances (but the total of these cannot exceed the credit limit); (2) will be responsible for paying all amounts owed; and (3) can close the account.

AUTHORIZED USER: You may, with the Bank's permission, designate one or more other persons as an "Authorized User" of your account. If you do so, you will be responsible for all purchases, cash advances, fees and interest charges resulting from such authorized use. The Authorized User shall also be responsible for all purchases, cash advances, fees and interest charges resulting from his or her use of the account but the Bank is not required to seek recovery from the Authorized User before requiring payment by you. If you decide to terminate another person's authorized use of your account the Bank must receive written notice from you together with the return of all credit cards issued to such person, cut in half. You remain responsible for payment of the purchases made or cash advances taken by the Authorized User up to the time the Bank receives your notice and the credit card(s). In addition, the Bank may but is not required to close your existing account and issue you a new card and account number.

TRANSFER or ASSIGNMENT: Your rights under this agreement belong to you only and may not be transferred or assigned. Your obligations, however, are binding upon your heirs and legal representatives.

SECURITY AND SET-OFF: This account is unsecured. The Bank waives its right of set-off as well as any security interest the Bank may have for this account under any other agreement with you.

AUTHORIZATIONS: Purchases and cash advances may require the Bank's authorization. The Bank may limit the number and/or the maximum dollar amount of authorization in a given day. You agree that neither the Bank nor its agents shall be liable for refusing an authorization request.

REFUSING A CREDIT CARD: The Bank will not be legally responsible in any way if anyone refuses to accept your credit card.

NOTICES: Any notice sent by the Bank will be considered effective when it is delivered personally to you or mailed, postage prepaid to the last address the Bank has for you in its records. Notice from you will be considered effective when the Bank receives it at the address shown on this agreement. If this is a joint account, the Bank can notify one of you and the notice will be effective for both of you. Similarly, one of you can notify the Bank and the Bank will consider it to be notice from both of you.

CHANGING THIS AGREEMENT: The Bank may change this agreement at any time without prior notice, except where such notice is required by applicable Federal or South Dakota law, including, without limitation, changing the interest rates and the way the Bank computes interest charges or the Minimum Payment Due.

CLOSING YOUR ACCOUNT/ENTIRE BALANCE IMMEDIATELY DUE: You may close your account at any time. Simply notify the Bank in writing, stop using your account and destroy your credit card(s). The Bank may also close your account at any time it deems necessary. If the Bank closes your account for any of the following reasons, your entire balance will be immediately due and payable, without notice or demand by us: (1) you miss a payment; (2) you break any of your promises under this agreement or any other agreement you made with the Bank; (3) anything you told the Bank in applying for this account is untrue; (4) you exceed your credit limit; (5) you become insolvent or involved in bankruptcy proceedings; (6) you make an assignment for the benefit of creditors; (7) you die; or (8) we reasonably deem the prospect of payment of the balance on your account to be in jeopardy for any reason. Otherwise, the Bank will notify you in writing when your account is closed and you agree to immediately cease using your account and destroy your credit cards. No matter who closes the account, the Bank will keep all rights it has and you will still have to pay the balance on your account, even if any transactions are made after the account is closed, together with any interest charges and any applicable fees or other charges, whether imposed before or after your account is closed. The outstanding balance on your account is immediately due in full if the account is closed for any of the reasons listed above. If either of us gives notice of the closing of the account for any reason other than one of the reasons listed above (including failure of your account to be renewed), the outstanding balance on the account is due in full within thirty (30) days after the date of such notice. Your account will continue to accrue interest charges and be subject to applicable fees until it is paid in full.

REINSTATEMENT: If your account is closed for any reason, your account may be considered for reinstatement, but you may be required to provide the Bank with a new application. Your credit card(s) remain the Bank's property. You agree to return them to the Bank or our agent immediately if asked.

CONVERTING FOREIGN CURRENCY: All foreign purchases and cash advances made with your credit card will be converted by the Bank and Mastercard or Visa, depending on which card is used, to United States dollars before being posted to your account. The currency conversion rate used to determine the transaction amount in United States dollars is prescribed in the Mastercard or Visa operating regulations or conversion procedures, as applicable, in effect at the time the transaction is processed. Mastercard and Visa currently use a currency conversion rate that they select from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate calculated in this manner that is in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

LOST OR STOLEN CARDS: Notify us immediately at 1-800-733-1732 if your credit card or account number is lost or stolen or you believe someone is using the card or account number without your permission. We reserve the right not to reinstate lost or stolen accounts.

EVIDENCE: The Bank can use a copy, microfilm, microfiche, or other electronic image of any monthly statement, or other document to prove what you owe to the Bank or that a transaction has taken place in the event the Bank must go to court for any reason. The copy, microfilm, microfiche or other electronic image will have the same validity as the original.

WAIVER: The Bank may waive or delay enforcing any of its rights under this agreement without losing such rights, and may waive or delay enforcing any of its rights as to one person obligated under this agreement without affecting the obligations of any other person.

INFORMATION SHARING: The Bank's information sharing practices are set forth in our Privacy Policy which is provided to you. By requesting, obtaining, or using a credit card from the Bank, you authorize the Bank to check your credit history. You authorize your employer, bank, and any other references listed to release and/or verify information to the Bank and its affiliates in order to determine your eligibility to open the Account and to any renewal or future extension of credit thereof. If you ask, you will be told whether or not consumer reports on you were requested and the names of the credit bureaus, with their addresses, that provided the reports.

AUTOMATIC ACCOUNT INFORMATION UPDATES. You may arrange for merchants and other third parties to store your account information for recurring billing or other purposes. When you arrange for merchants and other third parties to store your account information, you understand and agree that we may provide updated information, which may include changes to the expiration date, account number, and account status, to these merchants and other third parties. If you do not want your updated account information to be shared, please contact us using the number on the back of your card, contact the merchant or other third party or remove your credit card information from the merchant or third party.

COMMUNICATION: You agree that we and our representatives may monitor or record any calls between you and us. To service and manage your account or to collect amounts you owe to us, you authorize us and our representatives to contact you at any telephone number and email address (1) you have provided to us, (2) from which you called or emailed us, or (3) which we obtained and believe we can reach you at. You must notify us if your number or email address changes. We and our representatives may contact you in any way, such as calling, texting or email, and may contact you using an automatic telephone dialing system and/or using pre-recorded voice messages in accordance with applicable law. We and our representatives may call you, which includes text messages, about any current or future accounts or applications and about any products you have or may have with us at any telephone number you provide. We may contact you on a mobile, wireless or other device, even if you are charged for it by your provider. Some of the legal purposes that we may contact you to service and manage your account include identifying suspected fraud or identity theft, obtaining information, and providing you information about products and services.

APPLICABLE LAW: This agreement will be governed by the law of the State of South Dakota. If there is any conflict between any of the terms and conditions of this agreement and applicable law, this agreement will be considered changed to the extent necessary to comply with the law. The other provisions shall not be affected.

ARBITRATION: **THIS ARBITRATION PROVISION DOES NOT APPLY TO YOU IF AND FOR AS LONG AS YOU ARE A "COVERED BORROWER," AS THAT TERM IS DEFINED IN THE DEPARTMENT OF DEFENSE REGULATION THAT IMPLEMENTS THE MILITARY LENDING ACT ("MLA"), AND YOU ARE SUBJECT TO THE MLA AND ITS IMPLEMENTING REGULATION. YOU AND WE HEREBY AGREE THAT EITHER YOU OR WE MAY, WITHOUT THE OTHER'S CONSENT, REQUIRE THAT ANY CLAIM (AS DEFINED BELOW) BE RESOLVED BY MANDATORY BINDING ARBITRATION GOVERNED BY THE FEDERAL ARBITRATION ACT AND SOUTH DAKOTA LAW. FOR PURPOSES OF THIS ARBITRATION PROVISION, "CLAIM" MEANS ANY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND OR NATURE THAT AROSE IN THE PAST OR THAT ARISES IN THE PRESENT OR IN THE FUTURE UNDER OR RELATING IN ANY WAY TO THIS CREDIT CARD AGREEMENT, THE VALIDITY OF THIS ARBITRATION PROVISION, YOUR CREDIT CARD ACCOUNT, OR THE ADVERTISING, APPLICATION OR APPROVAL OF YOUR ACCOUNT, REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON STATUTE, COMMON LAW, CONTRACT, REGULATION, ORDINANCE, TORT, CONSTITUTIONAL PROVISION, OR ANY LEGAL THEORY OF LAW OR ANY OTHER LEGAL OR EQUITABLE GROUND AND REGARDLESS OF WHETHER SUCH CLAIM IS FOR INJUNCTIVE, DECLARATORY, OR EQUITABLE RELIEF. CLAIMS SUBJECT TO ARBITRATION ALSO INCLUDE CLAIMS THAT ARE MADE AS COUNTERCLAIMS, CROSS CLAIMS, THIRD PARTY CLAIMS, INTERPLEADERS, OR OTHERWISE. IF YOU OR WE ELECT ARBITRATION OF A CLAIM, NEITHER YOU NOR WE SHALL HAVE THE RIGHT TO PURSUE OR LITIGATE THAT CLAIM IN COURT OR BEFORE A JUDGE OR JURY, INCLUDING THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL, NOR SHALL YOU HAVE THE RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION (SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION) OR THE RIGHT TO CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC.**

This arbitration provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, as it may be amended.

This arbitration provision applies to any and all Claims that you have against us and/or any of our subsidiaries, affiliates, agents, licensees, predecessors, successors, assigns, and against all of their respective officers, directors, employees, agents, and assigns, or that we have against you. As used in this arbitration provision, the term Claim is to be given the broadest possible meaning. If you or we elect to arbitrate a Claim, the arbitration will be conducted as an individual action. Neither you nor we agree to any arbitration on a class or representative basis, and the arbitrator shall have no authority to proceed on such basis. This means that even if a class action lawsuit or other representative action is filed, such as that in the form of a private attorney general action, any Claim between us related to the issues raised in such lawsuit or action will be subject to an individual arbitration claim if either you or we elect so. As an exception to arbitration, you retain the right to pursue in a small claims court any Claim that is within the court's jurisdiction and proceeds on an individual basis.

No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. The only claims that may be joined in an individual action under this arbitration provision are (1) those brought by us against you and any co-applicant, joint cardholder, or authorized user of your account, or your heirs or your trustee in bankruptcy, or (2) those brought by you or any co-applicant, joint cardholder, or authorized user of your account, or your heirs or your trustee in bankruptcy against us.

You or we may elect arbitration under this arbitration provision with respect to any Claim, even if the Claim is part of a lawsuit brought in court. You or we may make a motion or request in court to compel arbitration of any Claim brought as part of any lawsuit. The party filing a Claim in arbitration must choose either of the following two arbitration administrators: American Arbitration Association or JAMS. These administrators are independent of us. The administrator does not conduct the arbitration. Arbitration is conducted under the rules of the selected arbitration administrator by an impartial third party chosen in accordance with the rules of the selected arbitration administration and as may be provided in this arbitration provision.

You may obtain copies of the current rules of each of the foregoing arbitration administrators, information about arbitration and arbitration fees, and instructions for initiating arbitration by contacting the arbitration administrators as follows.

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

JAMS
1920 Main Street, Suite 300
Irvine, CA 92614
(949) 224-1810
www.jamsadr.com

In the alternative, if all parties agree, an independent third party selected by the parties may serve as arbitrator. If one of the arbitration administrators listed above is for any reason unable to provide timely arbitration services, the parties agrees that the other arbitration administrator shall administer the arbitration. If for any reason neither of the designated administrators is able to provide timely arbitration services, and the parties are unable to agree upon a third party to conduct the arbitration, then either party may apply to the federal district court in which the consumer resides for an order appointing an arbitrator pursuant to 9 U.S.C. § 5.

Arbitration conducted pursuant to this arbitration provision shall be governed by the applicable procedures and rules of the arbitration administrator selected to arbitrate a Claim unless they conflict with this arbitration provision, in which case this arbitration provision will govern. Such procedures and rules may limit the amount of discovery available to you or us. The arbitrator shall apply substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, and will recognize claims of privilege recognized at law. The arbitrator will take reasonable steps to protect confidential information, including the use of protective orders to prohibit the disclosure of such information outside the arbitration, if requested to do so by you or us. The arbitrator will have the power to

award damages or other relief permitted by applicable law to any party to the arbitration proceeding but will not have the power to award relief to, against, or for the benefit of any person who is not a party to the proceeding. Judgment upon any arbitration award may be entered in any court having jurisdiction.

You or we may choose to have a hearing in arbitration and to be represented by counsel. Any arbitration hearing that you attend in person shall be held at a place chosen by the arbitrator or arbitrator administrator within the federal district in which you reside at the time the Claim is filed or at some other place to which you and we agree in writing.

Failure or delay in enforcing this arbitration provision at any time or in connection any particular Claims will not constitute a waiver of any rights to require arbitration at a later time or in connection with any other Claims.

This arbitration provision does not prohibit either of us from exercising any lawful rights or using other available remedies to preserve, foreclose or obtain possession of real or personal property; exercise self-help remedies, including setoff and repossession rights; or to obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment, or the appointment of a receiver by a court of competent jurisdiction. Any statute of limitations applicable to any Claim applies to any arbitration between us.

Arbitration fees shall be determined by the rules or procedures of the selected arbitration administrator, unless limited by applicable law. Please check with the arbitration administrator to determine the fees applicable to the arbitration you may file. If applicable law limits the amount of fees and expenses to be paid by you, no allocation of fees and expenses to you shall exceed this limitation. Unless inconsistent with applicable law, each of us shall bear the expense of our own attorney, expert, and witness fees, regardless which of us prevails in the arbitration.

This arbitration provision shall survive: (1) termination or changes in the credit card agreement, your account, and the relationship between you and us concerning your account, such as the issuance of a new account number or transfer of a balance from one account to another account; (2) the bankruptcy of any party or any similar proceeding initiated by you or on your behalf; and (3) payment of the debt in full by you or by a third party. If any portion of this arbitration provision dealing with class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is deemed invalid or unenforceable, the invalid or unenforceable portion shall not be severable and the entire arbitration provision shall be unenforceable. If any other portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in full force and effect.

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:

1st Financial Bank USA
P.O. Box 1100
N. Sioux City, SD 57049

In your letter, give us the following information:

- Account information: Your name and 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. 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 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 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 purchases 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. (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 card 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 at:

1st Financial Bank USA
P.O. Box 1100
N. Sioux City, SD 57049

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.