

WELCOME to the Cardmembership benefits and services provided by 1st Financial Bank USA. The MasterCard® or VISA® Card that you requested is enclosed, as promised. Now you can enjoy the Security and Convenience of using your Card to get Emergency Cash or to purchase books, meals, clothing and other necessities (including emergency airline tickets, hotels, etc.)— because your Card is accepted at millions of locations in the U.S. and around the world that accept MasterCard® or VISA® credit cards. Thank you for choosing 1st Financial Bank USA. We look forward to serving you now— and hope to become your Bank of choice for all the many years to come.

The MasterCard® and/or VISA® Card that you requested is enclosed. This is the “credit card” agreement with 1st Financial Bank USA (Bank) that will cover the MasterCard® and/or VISA® Card account that you requested. The first time you or someone you authorize uses your credit card account to purchase goods or services, or to get Cash Advances 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 limit. 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 three ways, subject to your available credit limit: by using a designated automated teller machine (ATM), by presenting your credit card to a bank displaying a MasterCard/VISA sign, or by use of “Credit Card 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 also obtain cash advances in amounts of \$50.00 or more by presenting your credit card at any Bank displaying the MasterCard/VISA sign, subject to the limitations stated in this agreement and further subject to applicable cash availability and the regulations of that bank.

Credit Card Convenience Checks we may issue for your account may be used by you to obtain cash advances up to your available credit limit. We may dishonor any check when your account is delinquent, or which would cause your account to exceed your established credit limit, or when 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 before we receive your “stop-payment” order. It is agreed that to provide the Bank a reasonable opportunity to act on your request, we are not required to stop payment on your check unless we have received your stop-payment order by 5:00 p.m. Central Time on the business day prior to the business day on which we receive your check. You may notify us to stop payment orally or in writing. You must send written confirmation of an oral stop-payment within 14 days. Your written stop-payment order 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 this account up to your available credit limit by using Credit Card 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 in which there is a transaction or an outstanding balance on your account. The statement will show all transactions, the unpaid balance on your account (called “new balance”), the amount of credit available to you (your credit limit minus the new balance), the minimum payment due and the due date (approximately 25 days after the statement date).

GRACE PERIOD: For payments received during billing cycles that close before February 22, 2010, there will be **NO FINANCE CHARGE** imposed on your purchases if you pay your “new balance” in full within 25 days of your statement closing date, as shown in your monthly statement, and you have also paid your previous monthly statement in full, by the payment due date shown on the statement. Beginning with payments received during your first billing cycle that closes on or after February 22, 2010, there will be **NO FINANCE CHARGE** imposed on your purchases first appearing on your current billing statement (new purchases), or any portion thereof, paid by the payment due date shown on that statement if you paid the new balance on your previous billing statement in full by the payment due date shown on that statement.

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 do 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 and, if applicable, the over limit fee described below. 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 a Finance Charge when such charge is applicable according to the terms of this agreement.

MAKING PAYMENTS: The minimum payment due on each statement will be equal to 1% of the new balance shown on that statement (excluding any periodic rate finance charge, late fee, and over limit fee assessed for that billing cycle) plus any periodic rate finance charge, late fee, and over limit fee assessed for that billing cycle. The minimum payment due will always include any amounts delinquent or over limit and will not be less than \$15, unless the entire new balance or the periodic Finance Charges on your account are less than \$15, in which case the minimum payment due will be equal to the greater of the entire new balance or the periodic Finance Charges. For payments greater than \$15, the minimum amount due is 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, the excess is credited to your account, and your balance is reduced accordingly.

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

AUTOPAY FEE: If you make a payment to your account on or before February 21, 2010 via the Bank’s Automated Response Unit or the Internet by using the Autopay, eAutopay or MobilePay feature offered by the Bank, you may be charged a fee of \$9. Also, if you make a payment to your account on or before February 21, 2010 via telephone by using the Autopay feature offered by the Bank with the assistance of a Bank representative, you may be charged a fee of \$12. This fee will be added to your purchases balance.

CREDIT-TO-CREDIT TRANSACTION FEE: You may be charged a fee of \$12 for any payment that you make to your account on or before February 21, 2010 using another issuer’s credit or debit card. This fee will be added to your purchases balance.

EXPEDITED PAYMENT FEE: You may be charged a fee of \$12 for any payment you make to your account on or after February 22, 2010 via our Autopay feature or with another issuer's credit or debit card if the payment is made with the assistance of a Bank representative and is credited to your account as of the day it is made or as of the next business day if it is received after 5:00 p.m. (Central Time). This fee will be added to your purchases balance.

LATE PAYMENTS: If your minimum payment amount is not received by the Bank by the due date, you may be charged a late charge of \$[SEE PRICING ADDENDUM 1]. This fee will be added to your purchases balance.

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: For payments received during billing cycles that close before February 22, 2010, the Bank will allocate your payments and credits in the manner we determine. In most instances, we will allocate your payments and credits to balances (including transactions made after your latest statement) with lower APRs before balances with higher APRs. This will result in balances with lower APRs being paid before any other existing balances. Beginning with payments received during your first billing cycle that closes on or after February 22, 2010, the Bank will allocate the amount of any payment received in excess of the minimum payment due first to the balance bearing the highest APR and then to each successive balance bearing the next highest APR 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 APRs before balances with higher APRs.

CREDITING PAYMENTS: Payments received by 5:00 p.m. (Central Time) on or after February 22, 2010 will be credited to your account as of that day if received in readily identifiable form in the specified manner and at the specified location. Payments received after 5:00 p.m. (Central Time) on or after February 22, 2010 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.

FINANCE CHARGES: The Bank figures the periodic Finance Charge on your account by multiplying the applicable daily periodic rate of Finance Charge by 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 and periodic rate of Finance Charge are shown on the front side of 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 Finance Charges related to purchases, and adds any new purchases 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. (For purposes of the foregoing calculation, the daily periodic rate that will be used is the rate applicable to the portion of the Average Daily Balance of purchases up to and including the Rate Change Point, as explained below in the "Interest Rate Adjustments" section). 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 Finance 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 Finance 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 Finance Charges.

There is no time in which you can pay the balance of cash advances in order to completely avoid a Finance Charge.

Interest Rate Adjustments: The Annual Percentage Rate ("APR") on the Average Daily Balance of purchases up to and including \$250 (the "Rate Change Point") is a fixed rate for the period beginning on the date your account is open until the last day of the twelfth billing cycle after your account is open. The APR on the Average Daily Balance of purchases up to and including the Rate Change Point following the last day of the twelfth billing cycle after your account is open, on the Average Daily Balance of purchases above the "Rate Change Point," and on the Average Daily Balance of cash advances is a variable rate and will be adjusted according to the Index Rate. The Index Rate is the highest Prime Rate published in The Wall Street Journal within the 90 calendar days immediately preceding, but not including, the first calendar day of 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.

For the period beginning on the date your account is open until the last day of the twelfth billing cycle after your account is open, the APR on the Average Daily Balance of purchases up to and including the Rate Change Point is 0%. This is a daily periodic rate of 0%. The APR on the Average Daily Balance of purchases above the Rate Change Point and on the Average Daily Balance of purchases up to and including the Rate Change Point following the last day of the twelfth billing cycle after your account is open is [SEE PRICING ADDENDUM 1] percentage points above the Index Rate with a minimum APR of [SEE PRICING ADDENDUM 1]%. The APR as of the date set forth below is [SEE PRICING ADDENDUM 1]%, which is a daily periodic rate of [SEE PRICING ADDENDUM 1]%. The APR on the Average Daily Balance of cash advances is [SEE PRICING ADDENDUM 1] percentage points above the Index Rate with a minimum APR of [SEE PRICING ADDENDUM 1]%. The APR as of the date set forth below is [SEE PRICING ADDENDUM 1]%, which is a daily periodic rate of [SEE PRICING ADDENDUM 1]%. The APR on the Average Daily Balance of purchases above the Rate Change Point, on the Average Daily Balance of purchases up to and including the Rate Change Point following the last day of the twelfth billing cycle after your account is open, and on the Average Daily Balance of cash advances 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 on the Average Daily Balance of purchases above the Rate Change Point, on the Average Daily Balance of purchases up to and including the Rate Change Point following the last day of the twelfth billing cycle after your account is open, and on the Average Daily Balance of cash advances will decrease if there is a decrease in the Index Rate, provided that the APR on the Average Daily Balance of purchases above the Rate Change Point and on the Average Daily Balance of purchases up to and including the Rate Change Point following the last day of the twelfth billing cycle after your account is open will not decrease below [SEE PRICING ADDENDUM 1] and the APR on the Average Daily Balance of cash advances will not decrease below [SEE PRICING ADDENDUM 1]%. .

If you fail to make the minimum payment by the payment due date shown on your monthly statement for a billing cycle or your new balance on the billing cycle closing date exceeds your credit limit, the APR on the Average Daily Balance of purchases (regardless of the Rate Change Point) and on the Average Daily Balance of cash advances will be [SEE PRICING ADDENDUM 1] percentage points above the Index Rate with a minimum APR of [SEE PRICING ADDENDUM 1] with respect to transactions that occur 14 days after we provide advance notice that the penalty rate has been triggered. The APR as of the date set forth below is [SEE PRICING ADDENDUM 1]%, which is a daily periodic rate of [SEE PRICING ADDENDUM 1]%. If the penalty rate is applied because you failed to make the minimum payment by the payment due date shown on your monthly statement for a billing cycle or your new balance on the date exceeds your credit limit, the lower, non-penalty APR will be applied to those transactions that occurred 14 days after we provided advance notice if, beginning with the first payment due date following the date on which the penalty rate is imposed, we receive six consecutive minimum payments on or before the payment due date and your balance is at or below your credit limit for each of six consecutive billing cycles.

If you fail to make the minimum payment within 60 days after the payment due date for that payment, the APR on the Average Daily Balance of purchases (regardless of the Rate Change Point) and on the Average Daily Balance of cash advances (regardless of when such transactions occur) will be [SEE PRICING ADDENDUM 1] percentage points above the Index Rate with a minimum APR of [SEE PRICING ADDENDUM 1]%. The APR as of the date set forth below is

[SEE PRICING ADDENDUM 1]%, which is a daily periodic rate of [SEE PRICING ADDENDUM 1]%. If the penalty rate is applied because you failed to make the minimum payment within 60 days after the payment due date for that payment, the lower, non-penalty APR will be applied to your account if, beginning with the first payment due date following the date on which the penalty rate is imposed, we receive six consecutive minimum payments on or before the payment due date.

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 January 1, 2010, and are estimates. To obtain each APR currently in effect, call the Bank (toll-free) at 1-800-733-1732.

There is a minimum **FINANCE CHARGE** of 50¢ for each billing period in which a Finance Charge based upon a periodic rate, is payable.

Cash Advance Fee: For each cash advance obtained, or recorded during the billing period, by presenting your credit card at any bank or other financial institution displaying the MasterCard or VISA sign, by using a "Credit Card Convenience Check" that we may issue to you, or by using an ATM, you may be charged a **FINANCE CHARGE** of the greater of \$3 or 3 percent of the amount of such advance. 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 **FINANCE CHARGE** of the greater of \$3 or 3 percent of the amount of such transaction. This fee is in addition to the periodic Finance Charge that is applied to your "Average Daily Balance" of cash advances and will be added to your cash advance balance.

Replacement 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 **FINANCE CHARGE** of \$10. This fee will be added to your purchases balance.

Photo Card Fee: For each Photo Card that may be issued to you by the Bank, you may be charged a **FINANCE CHARGE** of \$5.65. This fee will be added to your purchases balance.

Stop Payment Fee: If you stop payment on a Convenience Check, you may be charged a **FINANCE CHARGE** of \$37 for each stop payment order. This fee will be added to your purchases balance.

Returned Convenience Check Fee: If any "credit card check" or other check issued in connection with your credit card account, including a Convenience Check, is returned by the Bank because your account is over limit, delinquent or closed, you may be charged a **FINANCE CHARGE** of \$37. This fee will be added to your purchases balance.

CREDIT LIFE INSURANCE: Credit life insurance is not required.

CREDITING PAYMENTS: It is to your advantage to make all payments properly and on time. All payments received on a business day will be credited on that day provided they are received at the address, in the manner and by the time indicated on your monthly statement. Other payments may not be credited for up to 5 business days. Payments must be in United States currency.

LIMITS ON CARD USE: The Bank is not required to authorize a purchase or cash advance if it would cause your outstanding balance to exceed your credit limit; payment of your entire balance has been accelerated; your credit card has expired; we have revoked your right to use your credit card; or 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.

OVER LIMIT FEE: If, on or before February 21, 2010, your daily balance exceeds your credit limit during a billing cycle or your new balance on the billing cycle closing date exceeds your credit limit, you may be charged an overlimit fee of [SEE PRICING ADDENDUM 1]. Beginning February 22, 2010, if you affirmatively consent (opt in) to the Bank's extension of credit to you to complete transactions that cause your daily balance to exceed your credit limit during a billing cycle (over limit transactions) and the Bank pays an over limit transaction, you may be assessed an over limit fee of [SEE PRICING ADDENDUM 1]. For each over limit transaction that the Bank pays, you may be assessed one over limit fee for the billing cycle in which the transaction occurred and one for each of the two subsequent billing cycles if you have not reduced your balance below the credit limit by the payment due date for either of the last two billing cycles. This fee will be added to your purchases balance.

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 \$100.00 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 \$100.00 represents the Bank's best estimate of this cost and not a penalty. You further agree that this amount may 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 charges, cash advances, fees and finance charges resulting from such authorized use. The user shall also be responsible for all charges, cash advances, and related fees and finance 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 charges 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. Also, you and the Authorized User agree that the Bank may report account information to credit reporting agencies in the names of both you and the Authorized User.

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 can 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 periodic rates and the way the Bank computes the Finance Charge or minimum payments.

NO ANNUAL MEMBERSHIP FEE: [SEE PRICING ADDENDUM 1].

CLOSING YOUR ACCOUNT/ENTIRE BALANCE IMMEDIATELY DUE: You can close your account at any time. Simply notify the Bank in writing, stop using your account and destroy your credit card(s).

The Bank can 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: You miss a payment; You break any of your promises under this agreement or any other agreement you've made with the Bank; Anything you told the Bank in applying for this account is untrue; You exceed your credit limit; You become insolvent or involved in bankruptcy proceedings; You make an assignment for the benefit of creditors; You die; Or we reasonably deem the prospect of repayment of 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 repay all purchases and cash advances made on your account, even if you made them after the account has been closed, together with any finance charge and any applicable fees or other charges.

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. If you fail to pay the outstanding balance in full as required under this agreement, you will

be charged an account administrative fee of \$2.74 for each month (or part of a month) you maintain a balance on your account. This fee will be added to your purchases balance. Your account will continue to accrue finance charges 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: You agree to notify the Bank at once if your credit card is stolen or if you suspect it is being used without your permission. You may be legally responsible for the unauthorized use of your card, but you will not be legally responsible for the unauthorized use which occurs after you notify the Bank of the loss, theft, or possible unauthorized use, orally or in writing, at the address below or by dialing, toll-free: 1-800-733-1732. In any case, you won't be legally responsible for more than \$50. We reserve the right not to reinstate lost or stolen accounts.

OTHER FEES: For each copy of any statement or sales, refund, or cash advance slip you request from the Bank, you may be charged \$3. 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 \$[SEE PRICING ADDENDUM 1]. 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.

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. If you designate an authorized user to use the Card, you understand that account information will also be reported to credit bureaus in the authorized user's name.

CONSENT TO ACCEPT CALLS PLACED TO CELL PHONE: Where you have provided a cell phone number directly to us or placed a cell phone call to us, or we have otherwise obtained your cell phone number, you consent and agree to accept collection and other calls to your cell phone from us. For any telephone or cell phone calls we place to you, you consent and agree that those calls may be automatically dialed and/or use recorded messages.

CONSENT TO ACCEPT EMAIL COMMUNICATION: If you have provided your email address to us, we may use it to communicate with you about your account, including for purposes of collection.

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: 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 WILL 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 WILL 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).

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
(800) 778-7879
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 agree 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. If permitted by applicable law, the arbitrator may award punitive damages or attorneys' fees. 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 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 credit card agreement or this arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in full force and effect.

YOUR BILLING RIGHTS UNDER THE FEDERAL FAIR CREDIT BILLING ACT

This notice contains important information about your rights and the responsibilities of the Bank under the Federal Fair Credit Billing Act.

Notify the Bank whenever you have questions about your bill.
If you think your bill contains an error or if you have a question about an item that has been billed to you, write to:

1st Financial Bank USA
Credit Card Department
P.O. Box 1100,
N. Sioux City, South Dakota 57049.

Write to the Bank as soon as possible. The Bank must hear from you no later than 60 days after the Bank sent you the first bill on which the error or problem appeared.

You can telephone the Bank Customer Service Representatives, toll-free, by dialing 1-800-733-1732, but writing your comments in a letter is always recommended to preserve your rights under the law.

In your letter give the Bank the following information:

- (a) Your name and account number.
- (b) The dollar amount of the suspected error.
- (c) Describe the error and explain, if you can, why you believe there is an error.
- (d) If you need more information, describe the item you are not sure about.

If you have authorized the Bank to pay your credit card 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 the Bank three business days before the automatic payment is scheduled to occur.

Your rights and the Bank's responsibilities after your written notice is received:

The Bank must acknowledge your letter within 30 days, unless the Bank has corrected the error by then.

Within 90 days the Bank must either correct the error or explain why the Bank believes the bill was correct. After the Bank receives your letter the Bank cannot try to collect any amount you question, or report you as delinquent. The Bank can continue to bill you for the amount you question, including finance charges, and can apply any unpaid amount against your credit limit.

You do not have to pay the questioned amount while the Bank is investigating, but you are still obligated to pay the parts of your bill that are not in question.

If the Bank finds that a mistake was made on your bill, you will not have to pay any finance charges related to any questioned amount.

If the Bank finds that no mistake was made on your bill, you may have to pay finance charges and you will have to make up any missed payments on the questioned amount. In either case, the Bank will send you a statement of the amount you owe and the date that it is due.

After the Bank's investigation, if you fail to pay the amount that the Bank tells you is owed, the Bank may report you as delinquent. However, if the explanation does not satisfy you and you write to the Bank within ten days telling the Bank that you still refuse to pay because you claim there is an error, the Bank must tell anyone the Bank reports you to that you have raised a question about your bill. And, the Bank must tell you the name of any one that the Bank reported you to.

When the matter is settled, the Bank must tell anyone the Bank reports you to that the matter has been settled.

If the Bank does not follow these rules, the bank cannot collect the first \$50 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;
- b) The purchase price must have been more than \$50.

These limitations do not apply if the Bank owns or operates the merchant or if the Bank mailed you the advertisement for the property or services.

PRICING ADDENDUM 1

Grace Period

25 days

Late Payment Fee

\$39

Balance Computation Method

Average daily balance (including new purchases)

Purchase APRs

- 0% on balances up to \$250 for 12 months
- Prime Rate plus 14.7 percentage points for balances over \$250 (with a minimum APR of 19.95% and corresponding minimum daily periodic of .05465%), or Prime Rate plus 14.7 percentage points for balances over \$250 for 12 months (with a minimum APR of 19.95% and corresponding minimum daily periodic of .05465%) and Prime Rate plus 18.9 percentage points for balances over \$250 after 12 months (with a minimum APR of 23.9% and corresponding minimum daily periodic of .06547%)

Cash Advance APRs

Prime Rate plus 17.9 percentage points (with a minimum APR of 22.9% and corresponding minimum daily periodic of .06273%), or Prime Rate plus 21.9 percentage points (with a minimum APR of 26.9% and corresponding minimum daily periodic of .07369%)

Penalty APRs

Prime Rate plus 22.9 percentage points (with a minimum APR of 27.9% and corresponding minimum daily periodic rate of .07643%)

Minimum Finance Charge

50¢

Cash Advance Fee

Greater of \$3 or 3 percent of the amount of the advance

Balance Transfer Fee

Greater of \$3 or 3 percent of the amount of the transfer

Returned Convenience Check Fee

\$37

Over Limit Fee

\$39

Annual Fee

None or \$20 (waived first year)

Returned Payment Fee

\$39