



IGNITE® MASTERCARD® CREDIT CARD

## CARDMEMBER AGREEMENT

(PART 1 OF 2)

### 1. INTRODUCTION

#### About your Agreement

Your ignite Credit Card Agreement is comprised of two parts:

Part 1: this Cardmember Agreement (Part 1 of 2); and

Part 2: the Rates and Fees Supplement (Part 2 of 2).

Please read the Agreement carefully and save it for future reference.

SECTION 8 OF THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION. UNLESS (1) YOU ARE A MEMBER OR A DEPENDENT OF A MEMBER OF THE MILITARY ARMED FORCES ON THE DAY YOU ENTERED INTO THIS AGREEMENT OR (2) YOU ACT PROMPTLY TO REJECT THE ARBITRATION CLAUSE, IT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE.

#### Terms used in this Agreement

**We, us, and our** means First Bank & Trust, Brookings, South Dakota.

**You and your** mean the person who applied for this Account and for whom we opened the Account. You and your also mean anyone who agrees to pay for this Account.

**Account** means your ignite Credit Card account.

**Agreement** means each of Part 1 and Part 2, and any supplements or amendments, which together govern your Account with us.

**APR** or the **Annual Percentage Rate** is an annualized rate used to calculate interest on balances on your Account.

**Balance Transfer** is a use of your Account to pay an amount you owe on another credit card, or personal loan account.

**Card** means any ignite® credit card or other access device associated with your Account that we provide or permit you to access that enables you to obtain credit, including your Account number or an account token (such as a mobile wallet, digital card or other Electronic Device (as defined below), and all renewals and substitutions for any such credit device.

**Cash Advance** is a use of your Account to get cash or cash equivalents in US dollars, foreign currency or cryptocurrency, such as through an ATM withdrawal, or an over the counter transaction requested at a branch; or other purchases we define as cash-like (such as money orders, lottery tickets, person-to-person money transfer transactions, casino gaming chips, or similar offline and online lawful betting transactions).

**Charge** is any amount added to your Account, such as Purchases, Cash Advances, Balance Transfers, fees, and interest charges.

**DPR or Daily Periodic Rate** is an Annual Percentage Rate divided by 365 days.

**Purchase** is a use of your Account for goods or services; however, a purchase of cash or a cash equivalent is treated as a Cash Advance, and not a Purchase.

## **2. INFORMATION ABOUT USING YOUR ACCOUNT**

### Using your Credit Card

By accepting, using or permitting others to use your Account, you are agreeing to be bound by this Agreement. You can use your Account only for personal, family or household purposes. You may use the Account, Account number and/or Card as applicable to make Purchases, or Cash Advances, or, if and when we may specifically offer them to you, Balance Transfers.

You cannot use your Account for any illegal purpose.

You cannot use this Account to make payment on this Account or for any other loan payment to us or to our affiliates.

### Promise to Pay

Your promise to pay for all credit we extend, interest charges, other fees or Charges, and any collection costs and/or attorney fees as allowed by law. If your Account is a joint Account, each of you is jointly and individually responsible for all amounts due on this Account.

### Credit Limit

You will receive a notification that includes your Card and your credit limit information overall and for Cash Advances. You can also find your overall credit limit on your monthly billing statement, or by using the mobile application, or internet banking site. We may change or restrict your credit availability at any time. When this occurs, we will notify you via statement message, email or direct mail. If a transaction is attempted that will cause the applicable balance to exceed any applicable credit limit, we may, in our sole discretion and subject to applicable law (i) permit the transaction but not raise the applicable credit limit and treat the transaction as payable over time in accordance with this Agreement; or (ii) decline the transaction. If we permit a transaction, you will be responsible for paying that amount, including any related interest and fees, and a balance in excess of your credit limit may be reported to the credit bureaus.

Any increases in your Credit Limit you request will require that you make either a written, oral or electronic application for our approval. We will re-evaluate your financial condition, including your ability to make payments, if you request a higher Credit Limit, or at any time we deem it appropriate to review your Account. This may include obtaining a current credit bureau report, and/or asking you for current financial information. Based on such reviews, we may immediately increase or reduce your Credit Limit, or close the Account, without prior written notice to you except as required by applicable law.

### Declined Transactions

We are not required to honor every transaction. We may decline transactions for any reason, including insufficient available credit, or if the Account is in default, or if we suspect fraudulent or unlawful activity.

## **3. PAYMENT INFORMATION**

### Minimum Payment Due

You agree to pay at least the Minimum Payment Due as shown on your billing statement each billing cycle by the payment due date.

**“Minimum Payment Due”:** We will calculate the Minimum Payment Due for each billing cycle as follows: If your “New Balance” as shown on your billing statement is less than \$25, the Minimum Payment Due will equal the New Balance. If your New Balance as shown on your billing statement is equal to or greater than \$25, then your Minimum Payment Due will be the greater of \$25, or the sum (rounded up to the next whole dollar) of: (i) 1% of your principal balances across all balance categories, plus (ii) all unpaid interest charges, plus (iii) any late payment fees owed, plus (iv) any past due amounts, plus (v) any amount outstanding in excess of your Credit Limit, and plus (vi) any Negative Rewards Adjustment. The Minimum Payment Due will never be more than the New Balance shown on your billing statement. Each month you must pay at least the Minimum Payment Due on your billing statement by the “Payment Due Date” shown on the billing statement. You may pay more than the Minimum Payment Due at any time. Payments made in any billing cycle that are greater than the Minimum Payment Due will not affect your obligation to make the next Minimum Payment Due. You understand that by making only the minimum payments, you increase your costs and extend the repayment period of your Account.

### How to Make Payments

You can pay us by: check, money order, or electronic payment (by phone or online). You authorize us to collect any payment check either electronically or by draft. All payments must be payable in U.S. dollars, and drawn on a U.S. financial institution.

#### Payment by Mail

A singular check or money order should be mailed with the remittance coupon to the payment address shown on the front of your billing statement. Payments received on any day at the payment address shown on the front of your billing statement by 5:00 p.m. Eastern time will be credited to your Account as of the date of receipt. Crediting payments to your Account may be delayed by up to five (5) days if the payment is not made as described above, or, is not mailed to and received at the address provided for remittance; is not accompanied by the payment coupon; is received in an envelope other than the envelope provided for remittance; is stapled, folded, or paper clipped; or includes multiple payment coupons or checks.

By sending us a check for payment on your Account, you authorize us to make a one-time electronic funds transfer (EFT) from your bank account or to process the check as a check transaction. When we use information from your check to make an EFT, funds may be withdrawn from your account as soon as the same day we receive your payment, and your check will be destroyed.

Payments marked “paid in full” must be sent to the Billing Inquiries address shown on your billing statement.

We may accept any irregular payments, late payments, partial payments, or payments with restrictive endorsements, without losing any of our rights, including our right to close your Account. We may deposit any payment you send us for less than the total outstanding balance of your Account that you mark “paid in full” or with any similar language or otherwise seek to provide as full satisfaction of a disputed amount. If we do, this payment will not fully satisfy the disputed amount or otherwise affect our rights to payment in full. You may not use a postdated check to make a payment, but if you do, we may, before the date on the check, either: (i) cash it or (ii) return it to you without applying it to your Account. We are not liable to you for any loss or expense arising out of the action we elect to take in connection with a postdated check.

#### Electronic Payment (by Phone or Online)

When you make an electronic payment using our optional payment by phone, mobile application, or online services you authorize us to initiate an electronic funds transfer from your designated bank account. You must authorize the amount and timing of each payment. Please retain this authorization for your records. Payments submitted by phone

or online by 11:59 p.m. Eastern time will be credited to your Account as of the date of receipt, unless otherwise noted.

## How We Apply Payments and Credits

Payments are applied to the balances noted on your monthly billing statement. Payment for up to the Minimum Payment Due may be applied at our discretion. Any payment amounts in excess of your Minimum Payment Due will generally be applied to the balances with the highest APRs, and then to balances with lower APRs in descending order. In all cases, payments will be applied subject to applicable law.

Credits to your Account, such as those provided by a merchant or by a person-to-person money transfer, are generally not treated as payments and do not reduce your Minimum Payment Due. Credits will be applied at our discretion. Your available credit may not reflect your payments for up to 14 days.

## 4. INTEREST RATES

### About your APRs and DPRs

Your APRs are shown in Part 2 (the Rates and Fees Supplement) under Interest Rates and Interest Charges. Your DPRs are shown in Part 2 (the Rates and Fees Supplement) under Additional Information About the Rates on Your Account.

**Part 2 (the Rates and Fees Supplement) specifies whether each of your APRs is a variable rate, if any.**

### Variable APR

If your Account has a variable APR, we calculate that variable APR by adding a margin to the highest U.S. Prime Rate of interest published in the Money Rates section of *The Wall Street Journal* (WSJ) on the last business day of each month. Your current margins are shown in Part 2 (the Rates and Fees Supplement) under, Additional Information About the Rates on Your Account. The APR may increase or decrease each month if and as the Prime Rate changes. Any new rate will be applied as of the first day of the billing cycle during which the Prime Rate has changed. Any increase in the Prime Rate will increase your periodic interest charges and may increase your Minimum Payment Due. The Prime Rate is simply a reference index and is not necessarily the lowest rate available. If the WSJ temporarily or permanently discontinues publishing the Prime Rate or if the WSJ changes its definition of the Prime Rate, we may substitute another publicly available index not within our control and adjust the margin, in our sole discretion, subject to applicable law.

### Interest Charges: How Periodic Interest Charges are Calculated.

We calculate periodic interest using the average daily balance method (including new transactions) with compounding. This means the interest compounds daily. To determine your periodic interest charges on each billing statement, we take the Average Daily Balance for each type of transaction (for example, Purchases, Balance Transfers and Cash Advances), then multiply this number by the applicable DPR, then multiply the result by the total number of days in the billing cycle. We will not charge interest on new Purchases if you pay your entire statement balance, including fees and interest charges, in full by the due date each month. This is called a grace period. If you do not take advantage of the grace period, interest charges will generally begin accruing from the date of purchase. There is no grace period on Balance Transfers, or Cash Advances. This means that you will pay interest on Cash Advances and Balance Transfers starting from the transaction date of those transactions. Your due date is at least 23 days after the close of each billing cycle.

### Negative Rewards Adjustments

If this Account is associated with a rewards program, and an Account credit is issued for a Purchase made using the Account (such as for a merchandise return, for example), we will deduct any rewards that were previously earned on the Purchase from your rewards balance based on the credited amount. This may result in a negative rewards

balance. If you have a negative rewards balance as of the closing date of each of six (6) consecutive billing cycles, or as of the date your Account is closed, then to the extent permitted by law we may charge to your Account an amount necessary to eliminate your negative rewards balance as of the end of that sixth billing cycle (or Account closing date, as applicable) (each, a "Negative Rewards Adjustment"). When we assess a Negative Rewards Adjustment, the amount of that adjustment will also be applied to your negative rewards balance. We do not accrue or charge interest on any Negative Rewards Adjustment.

## Promotional Offers

We may, from time to time at our discretion, offer promotional terms for certain new transactions or for all or part of certain balances. Promotional offers will be generally governed by the Agreement, but may only apply for a limited period of time or have different terms. Details of the applicable APR and promotional payment terms will be described in the specific offer. Promotional terms that differ from the terms of this Agreement will be explained in advertising and other disclosures or amendments provided to you in connection with the offer. If you accept a promotional offer, you agree that the specific terms of that promotional offer will modify and become part of this Agreement and all other terms and conditions of this Agreement will apply to such promotional offer.

## Balance Transfers

We may, from time to time at our discretion, make Balance Transfers available for open and eligible accounts. This Account may not always be eligible for a Balance Transfer offer. If we make a Balance Transfer offer to you in connection with this Account, the offer will describe the terms, including the applicable APR and other fees and charges. Unless a promotional rate applies, any Balance Transfer will be subject to the then-current standard Balance Transfer APR as described in the Rates and Fees Supplement. You should continue to make payments on your other account(s) until you know the balance on the other account(s) has or have been paid. Each Balance Transfer will reduce your available credit just like any other transaction. If you have a dispute with a creditor and pay that balance by transferring it to your Account, you may lose certain dispute rights. **If you take advantage of a Balance Transfer offer, you will be charged interest on new Purchases unless your purchase APR is at a promotional 0% APR. To avoid interest on new Purchases after you transfer a balance, you must pay the entire balance on your Account, including any balances you transfer under the Balance Transfer offer, in full each month by the Payment Due Date.**

## How Daily Balance and Average Daily Balance Are Determined.

To determine your "Daily Balance" for each type of transaction, we take the beginning balance for each type of transaction that day on your Account, and then add the following: any new transactions of that type; any previous day's periodic interest charges; any other finance charges; and any fees and charges, but not any Negative Rewards Adjustment. We then subtract any payments and/or credits. Any resulting credit balance is treated as a zero (\$0.00) balance. We also make any needed adjustments. For example:

*-If a transaction posts after, but occurs before the start of a billing cycle, we may adjust the amount above to include this transaction.*

*-If a transaction for a returned payment or a dispute resolved in our favor posts after the beginning of the billing cycle, we will make this adjustment: the applicable Daily Balance(s) and any related interest charge calculations will be adjusted to include the transaction amount as of the date of the original payment or transaction. The result is the Daily Balance for each type of transaction.*

To calculate your "Average Daily Balance" for that type of transaction, we add up all of the Daily Balances for each day of the billing cycle for that type of transaction and then divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance.

## Minimum Interest

Refer to Part 2 (the Rates and Fees Supplement) under Minimum Interest Charge.

## **5. FEES**

Refer to Part 2 (the Rates and Fees Supplement) for fee information and fee amounts. Any fee charges will be included as part of your Purchase balance unless otherwise stated.

**Late Fee:** If we do not receive a payment from you in at least the amount of your Minimum Payment Due on or before its payment due date, we will assess a Late Fee. The Late Fee will not exceed the Minimum Payment Due immediately prior to the assessment of the fee.

**Return Payment Fee:** If you make a payment on your Account and your check or other payment instrument is not honored for any reason or cannot be processed, we may assess a Return Payment Fee. The Returned Payment Fee will not exceed the Minimum Payment Due immediately prior to the assessment of the fee.

**Other Fees:** Document Copies, Rush Card and Other Convenience Fees. If you request a copy of a charge slip or other document not in connection with a billing error, or if you request overnight delivery or a replacement card, or if you request any other special services, we may charge a fee to your Account, subject to applicable law. We will disclose the fee to you at the time of your request and before charging the fee.

## **6. MILITARY LENDING ACT**

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

To hear this disclosure over the phone, please call our toll-free number 1.888.295.3447.

If you are a member or a dependent of a member of the military armed forces on the day you entered into this Agreement, the Arbitration Provision will not apply to you.

## **7. OTHER IMPORTANT ACCOUNT INFORMATION**

### **Authorized Users**

If you request, we may issue cards to other people to allow such people to use your Account (each, an "Authorized User"). Authorized Users can make Purchases, take Cash Advances and in general use your Account in the same ways as you can.

You are responsible to pay for any use of your Account by an Authorized User or anyone else that you permit to use your Account. We may provide information about this Account to credit reporting agencies for both the Account owner and Authorized Users. If you wish to revoke your Authorized User access please call us, in which case we may close your Account and open a new Account with a different Account number. You agree to make a copy of this Agreement available to your Authorized Users and explain that their use is subject to this Agreement.

### **Unauthorized Use of Your Account**

You agree to notify us promptly if you believe that your Account, Account number, Card or check(s) has been lost or stolen or that someone has used or may use your Card or Account without your permission by calling us at 1.888.295.3447 or by writing to us at the address on the front of your statement.

TO HELP PROTECT AGAINST THE UNAUTHORIZED USE OF YOUR CARD OR ACCOUNT, YOU SHOULD NEVER WRITE YOUR PERSONAL IDENTIFICATION NUMBER (PIN) ON YOUR CARD OR KEEP ANY WRITTEN RECORD OF IT ON ANY MATERIAL THAT IS KEPT WITH YOUR CARD.

You agree to assist us in determining the facts, circumstances and other relevant information related to any loss, theft, or possible unauthorized use of your Card or Account and to comply with such procedures as we may reasonably require in connection with our investigation. Subject to applicable law, you also acknowledge and agree that unauthorized Card or Account use does not include use of your Card or Account by any person to whom you have given authority to use your Card or Account, even if you have attempted to limit the scope of that authority you have granted to any Authorized User and such Authorized User has exceeded his or her authority. You will be liable for all use of the Account or any Card by any such Authorized User, even if that person uses the Account in ways you did not intend.

### Charges Made in a Foreign Currency

Transactions made in a foreign currency, will be converted by Mastercard® Currency Converter, into a U.S. dollar amount in accordance with its operating regulations or conversion procedures in effect at the time the transaction is processed.

The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction or posting date. Mastercard® may change the procedures, from time to time, at its own discretion. Charges converted by third parties will be made at their rates.

### Updating your Account Information

Notify us immediately by calling the telephone number on your billing statement or on the back of your card if any of the contact information you have provided to us changes, such as: address, name, email and/or telephone number.

We may update your contact information if we receive information from any external source such as the US Postal Service or a credit reporting agency.

### Contacting You: Voice Call/Text Messaging Communications; Opt-out; Recording/ Monitoring

You agree that we (and/or our service providers or anyone we authorize) may contact you at any telephone number, email address or mailing address you have given us or you give us in the future, or which we are otherwise permitted by law to use, to provide messages to you about scheduled payments, missed payments and other important information regarding this Agreement or your relationship with us. This includes communications to mobile, cellular/wireless, or similar devices. You further agree that we may contact you by live operator, auto-dialer system, recorded or artificial voice, text, or email. These messages may also be recorded by your answering machine. You understand that when you receive such calls, texts or e-mails, message and data rates may apply, and you will be solely responsible for any such charges. You agree that we will not be liable to you for any fees, or any inconvenience, annoyance, or alleged loss of privacy in connection with such calls, texts, or emails. You do not need to agree to receive these calls and texts in order to receive products or services.

You may opt out of receiving (i) autodialed or prerecorded calls by contacting us toll-free at 1.888.295.3447 or by writing to us at the address on the front of your statement, or (ii) texts, by texting "STOP" in reply to any such text. Should you provide a phone number for which you are not the subscriber, you understand and agree that you will indemnify us for any and all costs and expenses incurred as a result of us trying to contact you at the number provided. Costs and expenses include reasonable attorneys' fees.

You agree that we, any of our affiliates, and independent contractors including servicers, vendors, and collection agents, may monitor and record telephone conversations and other electronic communications with you, and may use the same for reasonable business purposes, including for training and quality assurance purposes, subject to applicable law.

## Account Closure

You may request to close your Account at any time by calling the number on the back of your Card or mailing your request to the address on the front of your statement.

At any time, for any reason, we may take any of these actions, subject to applicable law:

- Close your Account;
- Suspend your access to new credit;
- Reduce your credit limit; and/or
- Not renew your Card.

We also reserve the right to close your Account based upon how you manage your Account, or for our business needs. Once your Account is closed, by you or us, please destroy all Card(s) and any unused checks. You will no longer be able to make transactions using this Account. You will still be responsible for all amounts owed according to the terms of this Agreement.

If you are enrolled in a rewards program, you will forfeit all your rewards program points earned as of the date the Account is closed as permitted by applicable law.

## Account Default

Your Account will be in default if:

- You do not pay at least the Minimum Payment Due by its payment due date;
- You exceed your credit limit;
- You fail to comply with this Agreement or other agreements with us or our affiliates;
- Any payment you make is rejected, not paid or cannot be processed;
- You provide us false, misleading or fraudulent information;
- You are unwilling or unable to pay your debt with us;
- You file or become the subject of bankruptcy or insolvency proceedings;
- We become aware that you are using your Card for illegal or fraudulent purposes; or
- You die or become incompetent or incapacitated.

We may close your Account due to a default or take any other action permitted by law. Unless otherwise prohibited by applicable law, you are responsible for any costs associated with collection efforts, attorney fees, court costs, and any other costs associated with enforcing our rights under this Agreement.

## Credit Reporting and Sharing Data with Third Parties

We may obtain and review your credit history from credit reporting agencies and others. We may obtain employment and income data from third parties to assist us in the ongoing administration of your Account. We may also provide information about you and your Account to credit reporting agencies and third parties to further administer, manage and collect on your Account. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. And we may provide information to credit reporting agencies and third parties about this Account in the name of an Authorized User. If you think we provided incorrect information, write to us at the address on the front of your statement, and we will investigate. When you write, please include your name, address, phone number,

and Account number, and explain what specific information you believe is incorrect and why you believe it is incorrect.

## Use of Mobile Devices

You or an Authorized User may be able to use mobile devices (or handheld computers) such as smartphones, e-readers, tablets or other electronic devices ("Electronic Devices") to store and/or access Card or Account information and to use Electronic Devices to make digital wallet Purchases using the Card or Account. Transactions using Electronic Devices can proceed like an online transaction over the internet or can function like a traditional credit card. Any such Electronic Device constitutes a "Card" under this Agreement. Applications that enable your Electronic Devices to function as a Card may be subject to separate terms and conditions. We are not responsible if a transaction violates such terms and conditions and are not liable for any consequences of such violation. However, transactions subject to any such terms and conditions are also subject to this Agreement. If you or an Authorized User have any questions, disputes, or complaints about digital wallet services, you should contact the provider of such services in the first instance.

If your mobile phone or other Electronic Device can function as a Card, you are solely responsible for protecting it in the same manner as protecting a plastic credit card or Account information. Giving another person an Electronic Device that functions as a Card and/or any information necessary to use the Electronic Device as a Card has the same consequence as you permitting such person to use your Account.

## Changing This Agreement

We may change any of the terms and conditions of this Agreement as allowed by applicable law. This may include changing, adding, or removing terms. We may do this in response to legal, business, competitive environment or other reasons not listed here.

If your Account is a joint Account, each of you agrees that any notice we send either of you will serve as notice to both of you.

We may increase the APR on existing balances in limited circumstances. Changes to some terms may require at least 45 days advance notice, and we will tell you in the notice if you have the right to reject a change. We cannot change certain terms during the first year of your Account.

## Recurring Bill Payments

If you authorize a merchant to charge your Account on a recurring basis, you must notify the merchant when you want to discontinue the recurring payments, or in the event you or we close your Account, there is any change of Account number, or there is any change to your Card(s)' expiration date. You are solely responsible for providing notification of these changes, and reinstating any recurring authorized transactions.

## Account Assignment

We may sell, assign, or transfer all or any part of your Agreement and Account, any amounts due on your Account, or any or all of our rights or obligations under your Account or this Agreement to any person or entity, without prior notice to you.

## Waivers

If we delay or do not take any action allowed under this Agreement, for any reason, we will not lose or limit any of our rights under this Agreement on any other occasion.

## Entire Agreement; Severability

The Agreement is the complete and final expression of the agreement between us and you with respect to your Account, and this Agreement may not be contradicted by any alleged oral agreement. Subject to the special rules in the Arbitration section, if any provision of this Agreement is found to be invalid or otherwise unenforceable, or declared invalid or otherwise unenforceable by order of court, change in applicable law or regulatory authority, that provision will continue to be enforceable to the extent permitted by that court, law or agency, and the remainder of that provision will no longer be considered part of this Agreement. All other provisions of this Agreement will remain in full force and effect.

### Applicable Laws

This Agreement is governed by South Dakota law (without regard to its conflict of laws principles) and federal law.

We extend credit to you under this Agreement from South Dakota.

## **8. ARBITRATION**

**IF YOU ARE COVERED BY THE PROTECTIONS OF THE MILITARY LENDING ACT, THIS ARBITRATION PROVISION DOES NOT APPLY TO YOU.**

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY. IF YOU DO NOT WANT DISPUTES TO BE RESOLVED THROUGH ARBITRATION, YOU MUST FOLLOW THE INSTRUCTIONS FOR REJECTING ARBITRATION NOTED BELOW.

IF ARBITRATION IS CHOSEN BY ANY PARTY, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO HAVE A CLAIM HEARD IN COURT OR HAVE A JURY TRIAL ON THE CLAIM. IN ADDITION, YOU AND WE WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION AS A REPRESENTATIVE OR MEMBER OF A CLASS. ARBITRATION PROCEDURES ARE GENERALLY SIMPLER THAN THE RULES THAT APPLY IN COURT, AND DISCOVERY IS MORE LIMITED. THE ARBITRATOR'S DECISIONS ARE AS ENFORCEABLE AS ANY COURT ORDER AND ARE SUBJECT TO VERY LIMITED REVIEW BY A COURT. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

### DEFINITIONS

In this Arbitration provision, "we", "us" and "our" includes any of our corporate parents, successors, affiliates, assigns or related persons or entities. This Arbitration provision may also be enforced by any party named as a co-defendant with us in a Claim asserted by you. "Claim" means any past, current, or future claim, dispute or controversy, whether known or unknown, arising from or relating to your Account, your application for an account, the Agreement or the relationship between you and us. "Claims" include any Claims related to advertising, debt collection or credit reporting and any Claim by or against any of our agents or any third parties. "Claims" include but are not limited to initial claims, cross-claims, counterclaims and third-party claims. "Claims" include but are not limited to Claims based in tort, contract, fraud, common law, equity, statutes, and regulations of any kind.

### CLAIMS SUBJECT TO ARBITRATION

Either you or we may require that any Claim be submitted to arbitration, except that: (1) only a court may decide any dispute about the validity, enforceability or scope of this Arbitration provision; however, any dispute or controversy that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator to decide; and (2) any Claim that you or we file in a small claims court or your state's equivalent court is not subject to arbitration as long as the Claim is an individual Claim pending in that court.

You or we may demand to arbitrate any Claim at any time unless it has been filed in court and trial has begun or final judgment has been entered. Either you or we may delay enforcing or not exercise rights under this Arbitration provision, including the right to arbitrate a Claim, without waiving the right to exercise or enforce those rights.

### LIMITATIONS ON ARBITRATION

CLAIMS MAY ONLY BE ARBITRATED ON AN INDIVIDUAL BASIS. CLAIMS MAY NOT BE ARBITRATED ON A CLASS ACTION BASIS, ON A PRIVATE ATTORNEY GENERAL BASIS, ON A REPRESENTATIVE BASIS OR ON BEHALF OF THE GENERAL PUBLIC.

THE ARBITRATOR'S AUTHORITY IS LIMITED TO CLAIMS BY OR AGAINST YOU AND US ALONE. CLAIMS MAY NOT BE JOINED OR CONSOLIDATED UNLESS YOU AND WE AGREE IN WRITING.

SUBJECT TO APPLICABLE LAW, THE ARBITRATOR MAY NOT AWARD INJUNCTIVE OR OTHER RELIEF THAT IS FOR THE BENEFIT OF THE GENERAL PUBLIC.

(SEE THE 'CONTINUATION' SECTION BELOW FOR SPECIAL PROCEDURES THAT APPLY TO A CLAIM SEEKING PUBLIC INJUNCTIVE RELIEF).

## **HOW TO START AN ARBITRATION?**

To start an arbitration, contact the American Arbitration Association ("AAA") (1-800-778-7879, [adr.org](http://adr.org)). AAA will administer the arbitration unless you and we agree in writing to use a different arbitration administrator or a different administrator is appointed by a court.

## **ARBITRATION PROCEDURES**

This Arbitration provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the "FAA"). South Dakota law shall apply to the extent state law is relevant under the FAA. The administrator's rules that are in effect when a Claim is filed will apply unless those rules conflict with this Arbitration provision. The arbitrator will apply applicable substantive law, consistent with the FAA, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence. Subject to the Limitations on Arbitration section above, the arbitrator may award any relief available in court on an individual claim consistent with the constitutional standards applicable in judicial proceedings. The arbitration will be confidential, but you may notify any government authority of your claim. If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely based on documents, through a telephonic hearing or by an in-person hearing. At any party's request, the arbitrator will offer a brief written explanation of the award. The arbitrator's award will be final and binding, except for any right of appeal provided by the FAA; however, any party will have 30 days to appeal the award by notifying the arbitration administrator and all parties in writing. The administrator will appoint a three-arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision objected to.

Judgment upon any award may be entered in any court with jurisdiction. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will any arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to the Arbitration provision. An arbitration award and any judgment confirming it cannot be used in any case or arbitration except to enforce the award. Arbitration hearings will take place by telephone or in the federal judicial district where you live.

## **ARBITRATION FEES AND COSTS**

You will be responsible for paying your share of any arbitration fees (including filing, administrative, arbitrator hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in court. We will be responsible for any additional Arbitration fees. At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees.

## **INSTRUCTIONS FOR REJECTING ARBITRATION**

You may reject this Arbitration provision. To do so, you must send a written notice to us stating that you reject arbitration. Your rejection notice must be signed by you and include your name, address and Account number. Your letter notifying us that you reject this Arbitration provision must be postmarked within 60 days of the date we sent

you this Agreement. If you do not know what date that is, please call the number listed on the back of your Card to obtain the date.

You must mail your rejection notice to the address on the front of your statement.

This is the only way that you can reject this Arbitration provision. If you reject this Arbitration provision, all other parts of the Agreement will continue to apply. Rejecting this Arbitration provision has no effect on any other agreements.

## CONTINUATION

This Arbitration provision will survive termination of your Account, voluntary payment of your Account balance, any legal proceeding to collect a debt, any bankruptcy, and any sale of your Account.

If any portion of this Arbitration provision is deemed invalid or unenforceable, the remaining portions of this Arbitration provision will still apply, except that:

(a) If a court determines that the "Limitations on Arbitration" section above is unenforceable with respect to a Claim that does not seek public injunctive relief and all appeals from that ruling have been exhausted, then this Arbitration provision (other than this sentence) will be null and void in its entirety; and (b) If a court determines that the "Limitations on Arbitration" section above is unenforceable with respect to a Claim that seeks public injunctive relief and all appeals from that ruling have been exhausted, then the Claim seeking public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated, in which case the parties will ask the court to stay the claim seeking public injunctive relief until the arbitration award pertaining to individual relief has been entered in court.

## 9. YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

This section 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 the address on the front of your statement.

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 3 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 may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within **10 days** telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 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 Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (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 Card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your 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 the address on the front of your statement.

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.

(11/2023)

## RATES AND FEES SUPPLEMENT

(Part 2 of 2)

Ignite Mastercard® Credit Card

### Interest Rates and Interest Charges

|                                                                                                                                                     |                                                                                                                                                                                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Annual Percentage Rate ("APR") for Purchases</b>                                                                                                 | <b>28.24%</b><br>This APR will vary with the market based on the Prime Rate.                                                                                                                                                                                                     |
| <b>APR for Balance Transfers</b>                                                                                                                    | <b>28.24%</b><br>This APR will vary with the market based on the Prime Rate.                                                                                                                                                                                                     |
| <b>APR for Cash Advances</b>                                                                                                                        | <b>29.99%</b><br>This APR will vary with the market based on the Prime Rate.                                                                                                                                                                                                     |
| <b>Penalty APR</b>                                                                                                                                  | <b>None</b>                                                                                                                                                                                                                                                                      |
| <b>Paying Interest</b>                                                                                                                              | Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the posting date. |
| <b>Minimum Interest Charge</b>                                                                                                                      | If you are charged interest, the charge will be no less than <b>\$0.50</b> .                                                                                                                                                                                                     |
| <b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>                                                                           | To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .                             |
| <b>Fees</b>                                                                                                                                         |                                                                                                                                                                                                                                                                                  |
| <b>Annual Fee</b>                                                                                                                                   | <b>None</b>                                                                                                                                                                                                                                                                      |
| <b>Transaction Fees</b> <ul style="list-style-type: none"><li>• Balance Transfer</li><li>• Cash Advance</li><li>• Foreign Transaction Fee</li></ul> | <p>Either <b>\$5</b> or <b>3%</b> of the amount of each transfer, whichever is greater.</p> <p>Either <b>\$10</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.</p> <p><b>3%</b> of each transaction in U.S. dollars.</p>                               |
| <b>Penalty Fees</b> <ul style="list-style-type: none"><li>• Late Payment</li><li>• Return Payment</li></ul>                                         | <p>Up to <b>\$41</b>.</p> <p>Up to <b>\$41</b>.</p>                                                                                                                                                                                                                              |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new transactions)." See your Cardmember Agreement Part 1 of 2 for more details.

**Loss of Introductory APR:** We may end your introductory APR and apply the non-introductory APR if you make a late payment.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your Cardmember Agreement Part 1 of 2.

All rates disclosed below are as of 08/01/2023.

**Prime Rate\*:** Variable APRs are based on the 8.50% Prime Rate as of 08/01/2023.

**Additional Information About the Rates on your Account:** Standard rate for Purchases: The Margin is 19.74%. The daily periodic rate ("DPR") is 0.07737% (corresponding APR of 28.24%). Standard rate for Balance Transfers: The Margin is 19.74%. The DPR is 0.07737% (corresponding APR of 28.24%). Standard rate for Cash Advances: The Margin is 21.74%. The DPR is 0.08216% (corresponding APR of 29.99%).

"Prime Rate" means the highest U.S. Prime Rate of interest published in the Money Rates section of *The Wall Street Journal* on the last business day of each month.

**Balance Transfers:** We may, as we determine from time to time in our discretion, make Balance Transfers available through this Account. This Account may not be eligible for a Balance Transfer offer at all times. Additional information on Balance Transfers is provided in your Cardmember Agreement Part 1 of 2.

First Bank & Trust is a Member FDIC.

© 2023 First Bank & Trust. All rights reserved. Mastercard is a registered mark of Mastercard International Incorporated.

CR 08/2022