

**The following Pricing Schedule is part of the Cardmember Agreement.**

The below information is an example of the terms available to recent applicants as of 04/01/26. These account terms may not be available after that date.

This document is provided for informational purposes only. If you apply and are approved for a credit card account, your actual account terms will be based on the terms of the offer available at the time that you applied and your actual Cardmember Agreement will be the agreement sent to you when your account is opened.

| Interest Rates and Interest Charges                                       |                                                                                                                                                                                                                                                                                                            |
|---------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Annual Percentage Rate (APR) for Purchases</b>                         | <b>29.99%</b>                                                                                                                                                                                                                                                                                              |
| <b>APR for Balance Transfers</b>                                          | <b>29.99%</b>                                                                                                                                                                                                                                                                                              |
| <b>APR for Cash Advances</b>                                              | <b>29.99%</b>                                                                                                                                                                                                                                                                                              |
| <b>Paying Interest</b>                                                    | Your due date is at least 25 days after the close of each billing period. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances on the transaction date, and Balance Transfers on the posting date. |
| <b>Minimum Interest Charge</b>                                            | If you are charged interest, the charge will be no less than \$1.50.                                                                                                                                                                                                                                       |
| <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>                                                         |

| Fees                                                                  |                                                                                                                                                     |
|-----------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Annual Fee</b>                                                     | <b>None</b>                                                                                                                                         |
| <b>Transaction Fees</b>                                               |                                                                                                                                                     |
| <ul style="list-style-type: none"> <li>Balance Transfer</li> </ul>    | Either <b>\$5</b> or <b>4%</b> of the amount of each Balance Transfer, whichever is greater.                                                        |
| <ul style="list-style-type: none"> <li>Cash Advance</li> </ul>        | Either <b>\$10</b> or <b>5%</b> of the amount of each Cash Advance, whichever is greater.                                                           |
| <ul style="list-style-type: none"> <li>Foreign Transaction</li> </ul> | 3% of each Purchase in U.S. dollars                                                                                                                 |
| <b>Penalty Fees</b>                                                   |                                                                                                                                                     |
| <ul style="list-style-type: none"> <li>Late Payment</li> </ul>        | Up to <b>\$41</b> . See monthly statement for current fee.<br>For Puerto Rico residents, the lesser of <b>\$15</b> or <b>5%</b> of the payment due. |
| <ul style="list-style-type: none"> <li>Returned Payment</li> </ul>    | Up to <b>\$41</b> . See monthly statement for current fee.                                                                                          |

**How We Will Calculate Your Balance:** We will use a method called "daily balance (including current transactions)".

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

**Rate Information:** The Purchase APR corresponds to a daily periodic rate of 0.0822%. The Balance Transfer APR corresponds to a daily periodic rate of 0.0822%. The Cash Advance APR corresponds to a daily periodic rate of 0.0822%. You authorize us to round interest charges to the nearest cent.

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## CARDMEMBER AGREEMENT

This Agreement governs the use of your Account. The enclosed Pricing Schedule is part of this Agreement. Please read this Agreement, including the Pricing Schedule, and keep them for your records.

**ARBITRATION NOTICE: THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION WHICH WILL APPLY TO YOU UNLESS (1) YOU ARE A COVERED BORROWER UNDER THE MILITARY LENDING ACT, OR (2) YOU REJECT THE ARBITRATION PROVISION. IF APPLICABLE, THE ARBITRATION PROVISION WILL SIGNIFICANTLY AFFECT YOUR RIGHTS IF A DISPUTE ARISES BETWEEN YOU AND US. FOR EXAMPLE, YOU WILL NOT BE ABLE TO BRING OR PARTICIPATE IN A CLASS ACTION RELATING TO MATTERS ARISING UNDER THIS AGREEMENT AND YOU WAIVE YOUR RIGHT TO A JURY TRIAL.**

**U.S. VIRGIN ISLANDS RESIDENTS PLEASE READ THIS:** The provisions titled “Permitted Uses,” “Changes in Terms,” “Payment Instructions,” “Assignment of Account,” “Arbitration” and “Billing Rights Notice” restrict or reduce your rights.

**MILITARY LENDING ACT DISCLOSURE:** 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 disclosures related to the Military Lending Act, please call this toll-free number: 1-833-507-7020.

**COVERED MILITARY BORROWERS:** If you are a “covered borrower,” as defined under the Military Lending Act, 10 U.S.C. § 987, as amended, (i) the “Arbitration Provision,” (ii) any waiver of right to legal recourse under any state or federal law and (iii) any other provision in this Agreement that is not enforceable against you under the Military Lending Act, does not apply to you so long as you are a “covered borrower.”

### DEFINITIONS

**“Account”** means your Account with us established by this Agreement.

**“Affiliate”** means our parent corporations, subsidiaries and affiliates.

**“Authorized User”** means any person you allow to use your Card or Account.

**“Balance Transfer”** means transferring a balance from another creditor to your Account by accepting an offer from us, which we may make to you from time to time at our sole discretion, or use of a Check we provide to you for such purpose, in accordance with any limitations or restrictions we place upon such offer at the time it is made.

**“Billing Period”** means the period of time covered by the billing statement we send to you. A Billing Period is usually 28 to 33 days.

**“Business Day”** means Monday through Friday, excluding federal holidays.

**“Card”** means a card or other access devices, including your Account number or virtual card, that we issue to you, or someone you authorize, to receive credit under this Agreement.

**“Cash Advance”** means use of your Card to obtain cash from an ATM, financial institution, or other location; to make a payment to load a stored value card or account; to purchase items that are convertible to cash, such as stored value cards, lottery tickets, money orders, casino chips, foreign currency; or to make similar cash-equivalent transactions, such as person-to-person money transfers. It also means use of a Check we provide to you for use as a Cash Advance.

**“Check”** means any Check we may, in our discretion, send you to access your Account.

**“Covered Borrower”** means a consumer who is entitled to the Limitations on Terms of Consumer Credit Extended to Service Members and Dependents. A consumer becomes a Covered Borrower pursuant to a determination made in accordance with 32 C.F.R. 232.5(b). A consumer ceases to be a Covered Borrower when he or she is no longer a member of the Armed Forces serving on active duty or a dependent of such member, as defined under 32 C.F.R. 232.3(g).

**“Credit Line”** means the amount established by us for you to use your Card to make a Purchase or Cash Advance.

**“Purchase”** means the use of your Account to buy or lease goods or services at participating merchants. However, the purchase of foreign currency or of cash equivalents, like casino chips or lottery tickets, is treated as a Cash Advance not a Purchase.

**“We,” “us,” “our” and “Bank”** as used in this Agreement and in your monthly billing statement refer to First Bank & Trust, Brookings, SD, the issuer of your Card, including, as applicable, our successors, assignees and representatives. First Bank & Trust is the lender of every extension of credit made to you through the use of your Card.

**“You,” “your” or “yours”** refer to you and any other person who is also contractually liable under this Agreement.

## AGREEMENT ACCEPTANCE

You accept this Agreement if you use the Account. You also accept this Agreement if you do not cancel the Account within 45 days of the Account open date.

**CHANGES IN TERMS** In accordance with the terms of this Agreement and subject to the requirements of applicable law as set forth in the Governing Law provision, we may, at any time while this Agreement remains in effect (even after charging privileges have been suspended or have ended): (i) terminate this Agreement; (ii) terminate your right to make future Purchases or take future Cash Advances or Balance Transfers or other Card Account-related transactions; (iii) change your Credit Line; or (iv) add any new terms or delete or change any existing term or condition of this Agreement relating to your Account including changing any applicable interest rate from a non-variable rate to a variable periodic rate, increasing any rate of interest, increasing or adding fees or charges, changing the method of computing the balance upon which interest is assessed or changing the date upon which interest begins to accrue, or adding a new feature or benefit (but excluding any changes to the accompanying Arbitration Provision). A change may take immediate effect, or may take effect at a specified later date, as provided in the notice.

Changes in terms may be based upon a variety of factors including, but not limited to, anti-fraud policies and procedures, your record of making timely payments and staying within your established Credit Line on your Account with us, your credit score and information contained in your credit report and your proper maintenance of any checking account used to make your automatic payments, if applicable, and factors (economic or other) beyond your or our control. Changes that are favorable to you (that is, that do not impose any new obligation on you, or may waive or reduce a prior obligation) may be made at any time without prior notice.

For potentially unfavorable changes (that is, changes that may impose any new or changed term or obligation), we will provide you with reasonable advance written notice and, if applicable, offer you the right to reject a change in the manner specified at the time of notice. If you reject a change as provided, you will not be able to use your account for new transactions and may pay off your remaining balance under your existing terms and conditions. You should notify other cardholders and destroy all Cards issued for your account to avoid further transactions. Any transaction occurring after the effective date of a change will be deemed an acceptance of the change, notwithstanding any previous rejection.

We will ordinarily notify you of changes by email, SMS text, or the posting of a notice on or in your Account Center if you have agreed to receive electronic communications from us, or by including a notice with your monthly billing statement. If a change is unavoidable (such as a change imposed or required by law or system limitation) or if you fail to reject a change as provided in your notice, then the change will take effect as described in the ordinary course. Except as expressly provided in your notice, your obligation to pay all amounts under this Agreement will not change.

## ACCOUNT USE

**Permitted Uses** - You can use your Card to purchase or lease goods or services (including mail, telephone and electronic orders) from participating establishments (each a "Purchase") up to your Credit Line. You can also use your Card to obtain a Cash Advance by presenting your Card to any institution that accepts the Card for that purpose or by making a withdrawal of cash at an ATM. Transactions made with your Account for things like money orders, deposits, wire transfer money orders, travelers' checks, foreign currency and other similar transactions, will be treated as Cash Advances. From time to time, we may also permit you to obtain credit from us by making a Balance Transfer using forms or other means provided by us. Except as otherwise specifically provided in this Agreement, a Balance Transfer generally is treated as a Cash Advance, but the fees that may be imposed at the time of a Balance Transfer may differ from those applicable to Cash Advances. You may use your Account only for personal, family, or household purposes. You may not use your Card or your Account for any illegal transaction or any gambling transaction.

**Checks** - A Check we send you to access your Account will be treated as a Cash Advance unless we tell you otherwise. You may not use a Check to pay any amount you owe us. We may elect to not honor a Check if the Check may cause your Account balance to exceed the Cash Advance or other applicable credit line on your Account. If you want to stop payment on a Check, notify Customer Service immediately. If you ask us to stop payment, we will make reasonable efforts not to pay that Check. However, if the Check is paid despite these efforts, we will not be liable to you for paying that Check. We may not be able to stop payment if we receive your stop payment request after we have started processing the Check. Please see the Fees section in this Agreement for information regarding the Check Stop Payment Fee.

**Purchases and Cash Advances in Foreign Currencies** - If you make a transaction in a foreign currency (including, for example, online Purchases from foreign merchants), the transaction will be converted into a U.S. dollar amount by Visa or Mastercard, depending on which Card is used, using their procedures in effect at the time the transaction is processed. Currently, they use a wholesale market rate or a government-mandated rate. These procedures may change without notice. The conversion rate you get may differ from the rate on the transaction date or post-date and from the rate Visa or Mastercard gets. A merchant or other third party may convert a transaction into U.S. dollars or another currency, using a rate they select, before sending it to Visa or Mastercard.

**Credit Line** - We assign a credit line for your Account. Your Credit Line will appear on your Card Carrier. Unless otherwise permitted, you agree to keep your Account balance below your Credit Line. We may request immediate payment of any amount that exceeds the Credit Line. We may restrict the amount of your Credit Line that may be used for Cash Advances. We reserve the right to change (to set, increase, decrease or remove) the Credit Line for your Account from time to time in accordance with this Agreement and applicable law. Certain changes in your Credit Line may occur without prior written notice to you and may be based upon factors including, but not limited to, anti-fraud policies and procedures, your record of making timely payments and staying within your established Credit Line, your credit score and information contained in your credit report and your proper maintenance of any checking account used to make automatic payments, if applicable. We may delay increasing your available credit by the amount of any payment that we receive for up to 10 Business Days.

**Credit Authorizations** - We may decline transactions for any reason, including, but not limited to, operational matters, default or suspected fraudulent or unlawful activity. Transactions above a certain dollar amount may require authorization by us before the transaction can be approved. We will not be liable for the failure to authorize credit because of operational difficulties or mistakes. We may limit the number and amount of transactions approved in one day for security reasons, without any liability to you. We are not responsible for any losses associated with a declined transaction.

**Automatic Billing Arrangements** - If you set up an automatic billing arrangement with a merchant, you are responsible for providing updated Account number or Card expiration date information to the merchant. You also authorize us to provide updated Card or Account information to a merchant at our sole discretion. If you want to cancel automatic billing you must contact the merchant.

**Unauthorized Use** - If you notice the loss or theft of your Card or a possible unauthorized use of your Card, you should immediately call us at the telephone number listed on the back of your Card or the customer service number shown on the front of your billing statement.

**Mobile Devices** - Smart phones, tablets, and other electronic devices (a "Mobile Device") can download, store, and/or access Account information. This means the Mobile Device can be used to access credit on the Account under this Agreement. Any transaction conducted using your Mobile Device is covered by this Agreement. Secure your Mobile Device. Anyone who can access your Account or Card using your Mobile Device can make charges to your Account. Applications that enable your Mobile Device to access your Account or Card may have separate terms of use.

**Joint Accounts** - If this Account is a Joint Account, each of you agrees to be individually and jointly liable for the entire amount owed on the Account. Each of you also agrees that any notice we send to either of you will serve as notice to both of you.

## **AUTHORIZED USERS**

**Liability** - Use of your Account by an Authorized User is subject to the terms of this Agreement. You will be liable for all transactions and any fees or charges resulting from those transactions made by any person you permit to use your Card, Check, Account number, or other credit device with the authorization to obtain credit on your Account, including transactions for which you may not have intended to be liable, even if the amount of those transactions causes a credit line to be exceeded. If an Authorized User permits someone else to use your Account, you will be liable for those transactions, fees, and charges as well. If this Account is a Joint Account, each of you agrees to be individually and jointly liable for the entire amount owed on the Account.

**Information** - Authorized Users of this Account may have the same access to information about the Account and its users as the Account holders.

**Additional Card for Authorized User** - You may request an additional Card for an Authorized User. Before you make this request, you must:

- Let them know that we may report information about the Account to the credit reporting agencies in their name. This means that information about the Account, including about late payments, missed payments, or other defaults on the Account may appear in their credit report.
- Make a copy of this Agreement available to them.
- Obtain their permission to share their information with us and for us to share it as allowed by applicable law.

**Cancelling an Authorized User** - You must notify us if you wish to cancel the authority of an Authorized User to use your Account. In some cases, we may close your Account and issue you a new Card. You remain responsible for any transactions made or authorized by an Authorized User, even if the post-date shown on your statement for that transaction occurs after the date you notify us to cancel the authority of an Authorized User to use your Account.

## **FEES**

**(See your Pricing Schedule for Additional Fees)**

**Minimum Interest Charge** - If you are charged interest, the charge will be no less than the amount shown in your Pricing Schedule.

**Balance Transfer Fee** - We may charge you this Fee for each Balance Transfer. See your Pricing Schedule for the fee amount.

**Cash Advance Fee** - We may charge you this Fee for each Cash Advance. See your Pricing Schedule for the fee amount.

**Foreign Transaction Fee** - A Foreign Transaction Fee may be charged for any Purchase that is made in a foreign currency and that is made outside the U.S. (A Purchase is made outside the U.S. unless it is made with a U.S. merchant and processed completely in the U.S.). See your Pricing Schedule for the fee amount. This fee is based on the amount of the Purchase after conversion to US Dollars.

**Late Payment Fee** - If you fail to make a timely payment, you agree to pay a Late Payment Fee in an amount up to the maximum fee permitted under Section 12 C.F.R. § 1026.52(b) as established from time to time by advance notice to you and disclosed in the accompanying Pricing Schedule. For Puerto Rico residents, you agree to pay the lesser of \$15 or 5% of the payment due for payments that are over 15 days late. No Late Payment Fee will exceed the amount of the related missed payment.

**Returned Payment Fee** - To the greatest extent not prohibited by law, if any payment is dishonored or returned, you agree to pay a Returned Payment Fee in an amount up to the maximum fee permitted under Section 12 C.F.R. § 1026.52(b) as established from time to time by advance notice to you and disclosed in the accompanying Pricing Schedule. No Returned Payment Fee will exceed the amount of the refused or returned payment.

**Returned Check Fee** - We may charge you a Returned Check fee of \$25 if we return a Check unpaid because it exceeds the available credit line at the time it is processed; your Account is past due, closed or otherwise does not have charge privileges; or you did not comply with the instructions regarding the Check. The amount of the Returned Check Fee will not exceed the amount of the returned Check.

**Over Limit Fee** - None. We do not charge you an Over Limit Fee if your balance exceeds your credit line.

**Check Stop Payment Fee** - If you ask us to stop payment on a Check, we may charge you a Check Stop Payment Fee of \$25.

**Expedited Card Fee** - If you request expedited delivery for a replacement Card (for example, to replace a lost or stolen Card), we may charge you an Expedited Card Fee of \$25.

**Paper Statement Fee** - Your account will be billed a \$3 fee each month for mailed paper statements as permitted by law. We will charge this fee on the statement closing date in any billing cycle in which a paper billing statement is mailed, even if you also are provided it in electronic form. You can avoid the fee by enrolling in paperless (electronic) statements to have your monthly billing statement provided in electronic form only. You can enroll in paperless statements and change your statement delivery setting at any time by logging into your account online or the Mercury Cards App.

**Duplicate Statement Fee** - If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, we may charge you a \$5 fee for each statement copy requested.

## ANNUAL PERCENTAGE RATES ("APRs")

**APRs.** See your Pricing Schedule for the APRs that apply to your Account. Interest will be imposed in amounts or at rates not in excess of those permitted by law.

## PAYMENTS

**Payment Instructions** - You are responsible for paying all amounts due on your Account, including charges made by Authorized Users. All payments must be in U.S. dollars. Check and electronic payments must be drawn on funds on deposit in the U.S. Payments made in a foreign currency may be refused. If a foreign currency payment is accepted, we may charge your Account our cost to convert it to U.S. dollars. Your billing statement provides the terms for making payments and we will credit payments to your Account in accordance with those terms. Payments received at the address on the payment coupon by **5:00 p.m. Eastern Time**, Monday through Friday (except legal holidays) will be credited to your Account as of the date received. There may be a delay in processing and crediting a payment to your Account if a payment is mailed to an address other than the payment address designated on your billing statement. You agree not to send us partial payments marked "paid in full," "without recourse," or similar language. If you send such a payment, we may accept it without losing any of our rights under this Agreement. **All notices and written communications concerning postdated checks, restrictive endorsement checks (including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount) or any other disputed, nonconforming or qualified payments, must be mailed or delivered to Card Services - Dispute Resolution, PO Box 84064, Columbus, GA 31908.** We may also accept late, postdated or partial payments without losing any of our rights under the credit agreement governing your Account. (A postdated check is a check dated later than the day it was actually presented for payment.) We are under no obligation to hold a postdated check and we reserve the right to process every item presented as if dated the same date received by us or our check processor unless you give us adequate notice and a reasonable opportunity to act on it. Except where such notice and opportunity is given, you may not hold us liable for depositing any postdated check.

**Electronic Check Conversion:** When you provide a check as payment on this Account, you authorize us to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account on the same day we receive your payment, and you will not receive your check back from your financial institution.

**Minimum Payment Due** - Each Billing Period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. To calculate your Minimum Payment Due, we start with any amount past due, then we add the larger of the following:

(1) \$15 or

(2) 1% of the New Balance (excluding any billed interest or minimum interest charge and any Late Fee or Returned Payment Fee for the Billing Period) and then we add to that 1% calculation any billed interest or minimum interest charge and any Late Fee or Returned Payment Fee for the Billing Period, and round the total to the nearest penny.

The Minimum Payment Due may also include amounts by which you exceed your Account Credit Line. It will not exceed the New Balance. You may pay more than the Minimum Payment Due, up to your entire Account balance, at any time. You are not permitted to pre-pay toward future Minimum Payment Due amounts. A payment is required in each Billing Period in which there is a Minimum Payment Due. Credits, refunds and other adjustments are not considered payments and will not be applied toward your Minimum Payment Due requirement.

**How We Apply Payments and Credits** - Payment for up to the Minimum Payment Due amount will be applied at our discretion, and may be applied first to fees and interest, then to the balance with the lowest APR on your Account, and then to balances with higher APRs. Payment amounts in excess of the Minimum Payment Due will first be applied to the balances with the higher APRs before balances with lower APRs, except as otherwise required by applicable law. Credits will be applied at our discretion.

**How We Apply Payments May Impact Your Grace Period** - If you do not pay the New Balance shown on your statement in full by the Payment Due Date each month, depending on the balance to which we apply your payment, you may not receive a grace period on new Purchases.

## INTEREST CHARGES

**How We Will Calculate Interest - Daily Balance Method (Including Current Transactions)** - We calculate interest separately for each different balance (for example, Purchases at the current rate, Balance Transfers at the current rate, Cash Advances at the current rate, and different promotional balances). Your billing statement shows each balance in the "Balance Subject to Interest Rate." For each balance, we calculate the interest for the Billing Period by multiplying the applicable daily periodic rate by the Daily Balance each day. To get a daily periodic rate, we divide the APR by 365. You authorize us to round interest to the nearest cent. The total interest charged for a Billing Period equals the sum of the interest charged on each balance each day.

To calculate interest, we first calculate a Daily Balance for each Balance Subject to Interest Rate. We start with the beginning balance each day. The beginning balance for the first day of the Billing Period is the balance at the end of the prior Billing Period. Each day, we add any new transactions and fees; subtract any payments or credits applied to that balance; and make other adjustments. We add Balance Transfer fees to the applicable Balance Transfer balance. We add Cash Advance Fees to the applicable Cash Advance balance. We generally add other fees to the standard Purchase balance. We add any interest calculated on the previous day's balance. (This means interest is compounded daily). A credit balance is treated as a balance of zero. This gives us the Daily Balance for that balance.

**When Interest Charges Begin** - We will begin charging interest on Cash Advances and Purchases on the transaction date, and Balance Transfers on the posting date. However, you can avoid paying interest on Purchases as described below. You cannot avoid paying interest on Balance Transfers or Cash Advances. You will pay interest on Balance Transfers and Cash Advances from the posting or transaction date, as applicable, until you pay the total amount you owe us.

**How to Avoid Paying Interest on Purchases ("Grace Period")** - You will not be charged interest on Purchases if you pay the New Balance in full by the Payment Due Date each month (interest free period, also called Grace Period). If you don't pay your New Balance in full by the Payment Due Date in a Billing Period, you'll pay interest on existing Purchases, and new Purchases in that billing period, from the transaction date, subject to applicable law. You can regain the benefit of the interest-free period by paying your New Balance by the Payment Due Date. After you enter an interest-free period again, interest charges on Purchases may still appear on your next billing statement. This reflects interest charged from the beginning of that billing cycle through the date that your payment for the prior billing statement was received. Balance Transfers, Checks and Cash Advances do not have an interest-free period and if these balances are not paid in full by paying your New Balance by the Payment Due Date, you will lose your interest-free period on new Purchases.

## ADDITIONAL IMPORTANT INFORMATION

**Default** - Unless prohibited by applicable law, we may declare you in default under this Agreement if you: (i) do not make at least the Minimum Payment required from time to time on or before its Payment Due Date; (ii) exceed your Credit Line without permission; (iii) tender a payment on your Account and your payment is returned to us unpaid or otherwise rejected for any reason; (iv) become subject to bankruptcy or insolvency proceedings; (v) become subject to attachment or garnishment proceedings; (vi) give us any misleading, false, incomplete or incorrect information or false or fraudulent signature; (vii) die; or (viii) fail to comply with any term of this Agreement or any other agreement that you have with us. Subject to any notice of default and right to cure or other limitation of applicable law, if you are in default, we may, in addition to any other rights that we may have under this Agreement: (i) reduce your Credit Line or cancel your Account; (ii) require you to pay your entire Account balance (including accrued but unpaid interest and any other fees and charges provided for in this Agreement) immediately; and/or (iii) bring an action to collect all amounts owed.

**Closing or Suspending Your Account** - You may close your Account at any time. You may close your Account by calling the number on the back of your Card or by notifying us in writing at the Customer Service address on your billing statement or online. You will remain responsible for any amount you owe us under this Agreement. Any Joint Account holder may close a Joint Account. However, all Joint Account holders will remain responsible for paying all amounts owed. We may close, suspend, or not renew your Account or Card at any time, for any reason, with prior notice to the extent required by law. We may cancel your current Card and issue you a substitute Card at any time.

If you or we close your Account, the terms of this Agreement will continue to apply and you must pay us all amounts you owe on the Account, which may include amounts that we have not yet billed to you. Until you pay us in full, we may continue to charge applicable fees as well as interest on the amount you owe us.

**Collection Costs** - To the extent permitted by law, you are liable to us for our legal costs if we refer collection of your Account to a lawyer who is not our salaried employee. These costs may include reasonable attorneys' fees, as well as costs and expenses of any legal action.

**Privacy** - You authorize us to share information about you and your Account as permitted by law. See our Privacy Notice online for details about our information sharing practices.

**Credit Reporting** - We may from time to time review your credit, employment, and income records. Upon request, we will give you the name and address of any consumer reporting agency that furnished a report on you. We may report information about the status and payment of your Account to credit bureaus and other creditors. We may report Account information in your name. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. We may also report Account information in the name of Authorized Users. If you think we reported incorrect information, please write us at Card Services, PO Box 84064 Columbus, GA 31908. Please include your name, address, phone number, and Account number.

**Contact Authorization** - You agree that your telephone communications with us or any of our representatives, affiliates, agents or service providers (collectively, the "Messaging Parties") may be monitored, recorded and retained by any of the Messaging Parties. To the extent permitted by applicable law, you expressly consent to the Messaging Parties contacting you at any telephone number you provide to us, in the application or otherwise, now or in the future, or any number you have previously provided to any of the Messaging Parties, using an auto dialer, pre-recorded messages, or text messages, in order to provide alerts and other information regarding your current or future applications and accounts for all products you have or may have with us, including but not limited to information about upcoming payment dates, missed payments, suspected fraud and returned payments. If any telephone number you have provided to the Messaging Parties changes, or if you cease to be the owner, subscriber or primary user of any such telephone number, you agree to immediately give us notice of such facts so we can update our records. Standard text message and data rates may apply. You also expressly consent to the Messaging Parties sending email messages regarding your current or future applications and accounts for all products you have or may have with us to your email address, including emails delivered to a cell phone or mobile device. You agree that you will accept calls at your home, place of business or on a mobile telephone regarding your current or future accounts for all products you have or may have with us. You understand that calls may be automatically dialed and a message played; you understand and agree that these calls and messages may be read or listened to by anyone with access to your telephone or email account, and that such calls are not "unsolicited calls" for purposes of any state or federal law, and you expressly consent to receive such calls and messages. You agree that we are not liable for any resulting breach of privacy or for any charges or costs you incur in connection with text messaging, emails or other communication that we or any of our representatives, affiliates or service providers may send you. You agree that this authorization constitutes a bargained for exchange. To the extent you have the right under applicable law to revoke this authorization, you agree you may do so by writing to us at Card Services, PO Box 84064, Columbus, GA 31908, or by calling us at 833-766-4844 or by any other reasonable means.

**Changing Contact Preferences** - You may change your preferences or update your contact information online or by calling the Customer Service number shown on the front of your billing statement.

**Monitoring and Recording** - To ensure that you receive quality service, you agree that we may record all phone calls. These calls, between you and our representatives, may be evaluated by supervisors. It is our goal to provide prompt, consistent assistance and deliver accurate information in a professional manner.

**Access To Your Mobile Subscriber Details** - You authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity and to compare information you provided with your wireless operator Account profile information for the duration of the business relationship. See our Privacy Policy for how we treat your data.

**Governing Law** - This Agreement, and any claim, dispute or controversy (whether in contract, tort, or otherwise) at any time arising from or relating to this Agreement, are governed by and construed in accordance with applicable federal law and, to the extent not preempted by federal law, the laws of South Dakota (without regard to internal principles of conflict of laws), except that the accompanying Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 *et seq.*, and the laws of South Dakota (without regard to the internal principles of conflict of laws), as provided in the Arbitration Provision. The legality, enforceability and interpretation of this Agreement and the amounts contracted for, charged and reserved under this Agreement will be governed by such laws. You agree that this Agreement is made, executed and delivered in South Dakota and that First Bank & Trust accepts all credit applications, makes all credit decisions, opens all credit accounts and issues all proceeds from, imposes all fees and charges in and receives all payments from you, in First Bank & Trust's offices in South Dakota. To the extent not preempted by federal law or subject to South Dakota law, for purposes of state law compliance, in Maryland we have elected Section 12-103(a)(1) of the Interest and Usury statute and the Revolving Credit Accounts statute (see Md. Com. Law Code § 12-103(a)(1) and §§ 12-501 *et seq.*).

**Severability** - If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. However, if you are otherwise subject to arbitration of Disputes in accordance with this Agreement, but any part or parts of your Agreement to arbitrate are declared unenforceable, then you and we agree that such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this Agreement to arbitrate shall continue in full force and effect. If, however, the entire Agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action is unenforceable, then the Agreement to arbitrate shall be of no force or effect.

**Enforcing this Agreement** - We may delay enforcing or not enforce any of our rights under this Agreement without losing or waiving any of them.

**Assignment of Account** - We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

## ARBITRATION

Any Claim (as defined below) will be resolved by binding arbitration pursuant to this Arbitration Provision by Judicial Arbitration and Mediation Services ("JAMS") or the American Arbitration Association ("AAA") (each an "Administrator"), as selected by the party electing arbitration. Streamlined arbitration procedures will be used if available. If both AAA and JAMS cannot or will not serve and the parties are unable to select a new administrator by mutual consent, the administrator will be selected by a court with jurisdiction. Any party initiating an arbitration shall certify that the demand for arbitration complies with the requirements of Federal Rule of Civil Procedure 11(b) and that the party has complied with the claim notice and meet and confer provisions of this Arbitration Provision. Neither party may elect to arbitrate an individual Claim brought in small claims court (or your state's equivalent court, if any). However, if a Claim that is brought in small claims court is transferred or appealed to a different court, either party may elect arbitration.

**Right To Reject Arbitration.** You may reject this Arbitration Provision. If you do so, neither you nor we will have the right to engage in arbitration. Rejecting this Arbitration Provision will have no effect on any of the other provisions in this Agreement. To reject this Arbitration Provision, you must send us your written rejection within 60 days after we open your Account to Card Services, attn. Compliance Department, PO Box 84064, Columbus, GA 31908. In your letter, you must give us the following information: Name, Address and Account number. The right to reject granted here applies solely to this Arbitration Provision, and not to any other provision of this Agreement, or to any other agreement with us. In the event of a dispute over whether you have provided a timely rejection notice, you must provide proof of delivery.

**Rejection to Changes to Arbitration Provision.** We will provide you with at least 30 days' advance written notice of any proposed new or deleted term or change in terms of this Arbitration Provision. You will have a fresh right to reject any such proposed changes (and only such proposed changes) within 60 days of the effective date of any new, deleted, or changed terms in the same manner as specified above for the original provision.

**CLASS ACTION AND JURY TRIAL WAIVER.** IF YOU OR WE CHOOSE TO RESOLVE A CLAIM BY BINDING ARBITRATION, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO (i) HAVE A COURT OR JURY DECIDE THE CLAIM BEING ARBITRATED (ii) PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN A CLASS ACTION, IN COURT OR IN ARBITRATION, RELATING TO ANY CLAIM SUBJECT TO ARBITRATION OR (iii) JOIN OR CONSOLIDATE CLAIMS OTHER THAN YOUR OWN OR OUR OWN. OTHER RIGHTS AVAILABLE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. Only a court may decide the validity of items (ii) and (iii) above. If a court holds that items (ii) or (iii) are limited, invalid or unenforceable, then this entire Arbitration Provision will be null and void. You or we can appeal any such holding. If a court holds that any other part(s) of this Arbitration Provision (other than items (ii) and (iii)) are invalid, then the remaining parts of this Arbitration Provision will remain in force. An arbitrator will decide all other issues pertaining to arbitrability, validity, interpretation and enforceability of this Arbitration Provision.

**Broad Meaning of "Claims"** The term "Claims" in this Arbitration Provision is to be given the broadest possible meaning and means any past, present or future claim, dispute or controversy, whether in contract, tort, or otherwise, and includes (by way of example and without limitation) (A) Claims arising from or relating to (i) the application for or issuance of your Account, (ii) use, terms, change in terms or addition of terms, closing or collection of your Account or this Agreement, and (iii) advertisements, promotions or oral or written statements related to your Account, including any Claims regarding information obtained by us from, or reported by us to, credit reporting agencies or others, (B) Claims between you and us and our parent corporations, wholly or majority owned subsidiaries, affiliates, predecessors, successors, assigns, agents, independent contractors, service providers, employees, officers, directors or representatives arising from your Account or this Agreement and (C) Claims regarding the validity, enforceability or scope of this Arbitration Provision or this Agreement.

**Claim Notice; Meet and Confer.** Informal efforts to resolve claims can result in prompt and efficient resolutions. Before starting an arbitration or a lawsuit, the party seeking to commence a proceeding (the "Claimant") must give the other party (the "Respondent") written notice of the Claim (a "Claim Notice"). Claim Notice must be sent to us at Account Services Dispute Resolution, PO Box 84064, Columbus, GA 31908; ATTN: Consumer Credit Arbitration. We may send a Claim Notice to you at any address we have for you in our records. The Claim Notice must explain in reasonable detail the nature of the Claim and include any supporting facts, the requested relief, the Claimant's address and phone number, and the Claimant must sign it. A notice or letter stating that any amount you owe us is past due will serve as a Claim Notice.

The Claimant and Respondent must try to resolve the Claim on an individual basis and without filing an arbitration or a lawsuit for at least 30 days (the "Pre-Filing Period"). During the Pre-Filing Period, either party may request that the parties participate personally in a meeting (a "Meet-and-Confer") which may occur in person, virtually, or by conference call to attempt in good faith to resolve the Claim. The Meet-and-Confer is limited to Claims between you and us. If you are represented by counsel, your counsel may also participate in the Meet-and-Confer. We may participate through any of our representatives.

The Claimant may not start an arbitration or lawsuit until the Claimant complies in full with this requirement. The Claim Notice shall not apply to claims that are asserted only as counterclaims. The statute of limitations for any Claim will be tolled for 60 days following service of a proper Claim Notice.

**Arbitration Procedure and Costs** To file a Claim or for other information about JAMS and AAA, write them, visit their web site or call them at: (i) for JAMS, 18881 Von Karman Ave, Suite 350 0, Irvine, CA 92612 or <http://www.jamsadr.com>, 1-949-224-1810 or (ii) for AAA, 120 Broadway, Floor 21, New York, NY 100271 or <http://www.adr.org>, 1-800-778-7879. JAMS Streamlined Arbitration Rules & Procedures shall apply if JAMS is the Administrator and the Consumer Arbitration Rules shall apply if AAA is the Administrator. Furthermore, the Mass Arbitration Procedures and Guidelines (JAMS) or Mass Arbitration Supplementary Rules (AAA) shall apply if the Administrator's definition of Mass Arbitration is met. If either party fails to submit to arbitration following a proper demand to do so, that party will bear the costs and expenses, including reasonable attorneys' fees, incurred by the party compelling arbitration. Any physical arbitration hearing that you attend will be held in the federal judicial district where you live at the time the Claim is filed. The Administrator will decide each party's share of arbitration fees and costs for arbitration based on the law and its rules but in no event will you pay more than the cost of filing a lawsuit in state court. Each party shall bear his or her own attorneys' fees and costs, such as witness and expert witness fees; however, if a party prevails on a Claim in arbitration that, by law, requires an award of attorney fees and costs, the arbitrator will award those fees and costs in accordance with such law. The parties agree that the provisions Federal Rule of Civil Procedure 68 shall apply to any Claim and be enforced by the arbitrator. Again, neither you nor we will be permitted to arbitrate claims on a class-wide (that is, on other than an

individual) basis. An arbitration proceeding can decide only your or our Claims. You cannot join other parties (or consolidate Claims) except with respect to persons who use your Account.

**Governing Law for Arbitration** This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and will be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1 *et seq.*, as amended, to the extent state law is applicable under the FAA, the laws of South Dakota (without regard to internal principles of conflict of laws). We receive your acceptance of this Arbitration Provision (by activation of your Card, use of your Account or constructive assent by other means) and any related opt-out notices, in South Dakota. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law. Judgment upon any arbitration award may be entered and enforced, including without limitation by garnishment, attachment, foreclosure or other post-judgment remedies, in any court having jurisdiction.

**Mass Filing.** If a claim is part of a Mass Arbitration as defined under the AAA's Mass Arbitration Supplementary Rules or JAMS' Mass Arbitration Procedures and Guidelines, the parties agree that the additional procedures in this subsection shall apply. The parties further acknowledge that electing to be part of a Mass Arbitration may delay the adjudication of a Claim. For claims that are part of a Mass Arbitration, counsel for the parties shall each select 10 claims from each side (20 claims total) to proceed to individual hearings ("Stage One"). The evidentiary hearing for each claim in Stage One shall begin within 150 days of the date of the filing of the claim. Within 30 days of the conclusion of the last evidentiary hearing of Stage One, the parties shall promptly engage in a global mediation for the remaining claims. If the parties are unable to resolve the remaining claims through mediation within 45 days of the mediation session, counsel for each side shall select 20 claims (40 claims total) to proceed in individual hearings ("Stage Two"). The evidentiary hearings for all claims in Stage Two shall begin within 120 days of the date that the Stage Two claims are selected. The parties shall participate in another global mediation session for the remaining claims within 30 days of the conclusion of the last evidentiary hearing for Stage Two. If the remaining claims are not resolved, the Administrator shall administer the remaining claims in concurrent batches of 50 claims ("Stage Three"), with each batch assigned to one arbitrator, who shall conduct individual arbitrations.

**Public Injunctive Relief Under California Law.** In any action in California state or federal courts including a Claim for public injunctive relief under California law, whether such a Claim is correctly one for public injunctive relief or private injunctive relief shall be determined by a court and any adjudication of a Claim for public injunctive relief shall be determined by a court, but any Claim seeking monetary relief shall be arbitrated. In such cases the parties agree and will request that the court stay the request for public injunctive relief until the arbitration award pertaining to the individual monetary relief has been determined by an arbitrator and entered in court. In no event will an action for public injunctive relief be arbitrated; this provision will be deemed null and void in the event California law and/or federal law preempting California law changes to permit the waiver of a public injunctive relief claim in an arbitration agreement.

**Except as set forth below, the arbitrator's decision will be final and binding.** The decision of an arbitrator is as enforceable as any court order and may be subject to very limited review by a court. An arbitrator may decide a Claim upon the submission of documents alone, or a party may request a virtual hearing if permitted by applicable rules. Either party may submit relevant information, documents or exhibits to the arbitrator for consideration in deciding a Claim. Except for: (a) FAA appeal rights; and (b) Claims involving more than \$20,000 (including Claims for an order where compliance could cost more than \$20,000), the arbitrator's award will be final and binding. For Claims involving more than \$20,000, either party may appeal the award to a three-person panel selected per this Clause. The panel will revisit from the start any part of the initial award either party has appealed. The panel's decision will be final and binding except for any FAA appeal right.

**Continued Effect of Arbitration Provision.** This Arbitration Provision will continue to govern any Claims that may arise without regard to any termination or cancellation of your Account. If any portion of this Arbitration Provision (other than the provisions prohibiting class-wide arbitration, joinder or consolidation) is deemed invalid or unenforceable under the FAA, it will not invalidate the remaining portions of this Arbitration Provision. If a conflict or inconsistency arises between the code of procedures of the selected arbitration administrator and this Arbitration Provision, this Arbitration Provision will control.

#### **NOTICE TO THE CARDMEMBER**

- 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES.**
- 2. YOU ARE ENTITLED TO AN EXACT, COMPLETELY FILLED IN COPY OF THE AGREEMENT YOU SIGN.**
- 3. YOU HAVE THE RIGHT TO PAY, IN ADVANCE, THE FULL AMOUNT DUE.**

**CA RESIDENTS:** Interest is compounded on unpaid amounts.

**CA AND UT RESIDENTS:** As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**MD RESIDENTS:** You have the right under Section 12-510 of the Commercial Law Code to receive an answer to your written inquiry regarding the status of your account.

**MO RESIDENTS:** Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

**NH RESIDENTS:** This Agreement provides for reasonable attorneys' fees to be awarded to us in an action against you involving this Agreement. Reasonable attorney's fees will be awarded to you if you prevail in any action, suit or proceeding brought by us; or an action brought by you. If you successfully assert a partial defense or set-off, recoupment or counterclaim to an action brought by us the court may withhold from us the entire amount or such portion of the attorney fees as the court considers equitable.

**NJ RESIDENTS:** Because certain provisions of this agreement are subject to applicable law, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

**WI RESIDENTS:** No provision of a marital property agreement, a unilateral statement under Section 766.59 or a court decree under Section 766.70 adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.

**BUYER/CARDMEMBER** Your name and address, our name and address and the date on any Application or any other document or record you sign in connection with your Account are incorporated here and made a part of this Agreement and represent your name and address, our name and address, and the date on this Agreement. An electronic record of your request for or acceptance of an Account or the consummation of a sales transaction under this Agreement can represent your signature on this Agreement.

**CREDITOR /s/ FIRST BANK & TRUST**

**Rev. Date:** 04/2026

**YOUR BILLING RIGHTS**

**Keep This Document For Future Use**

**This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.**

**What To Do If You Find A Mistake On Your Statement**

If you think there is an error on your bill, write to us at:

Card Services - Dispute Resolution  
PO Box 84064  
Columbus, GA 31908

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

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

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

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

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

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

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Card Services - Dispute Resolution  
PO Box 84064  
Columbus, GA 31908

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.

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This card is issued by First Bank & Trust, Brookings, SD pursuant to a license by Mastercard International Incorporated.

Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

**NEA, NEA Member Benefits and the NEA Member Benefits logo are registered service marks of NEA Member Benefits.**