

PLAINS COMMERCE BANK TERMS AND CONDITIONS

This is a fixed rate product.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	18.90%
APR for Cash Advances	20.90%
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge interest on new purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances from the date the transaction is posted to your Account.
Minimum Interest Charge	None
For Credit Card Tips from the Consumer Financial Protection Bureau	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 http://www.consumerfinance.gov/learnmore.
Fees	
Annual Fee	\$39.00 paid annually. NOTICE: The Annual Fee will be assessed before you begin using your card and will reduce the amount of credit you initially have available. Based on an initial credit limit of \$200.00, your initial available credit will be only \$161.00. Based on an initial credit limit of \$500.00, your initial available credit will be only \$461.00. Based on an initial credit limit of \$1000.00, your initial available credit will be only \$961.00.
Transaction Fees	
Cash Advance Fee	\$0 during the first year; after the first year either \$5.00 or 5.00% of the amount of each transaction, whichever is greater.
International Transaction Fee	Up to 1.00% of the transaction amount in U.S. dollars. Waived the first year.
Penalty Fees	
Late Payment Fee	Up to \$40.00
Returned Payment Fee	Up to \$40.00

How We Will Calculate Your Balance: We use a method called "Average Daily Balance (including new Purchases and Cash Advances)." See your cardholder agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is included in the cardholder agreement and on the back of your monthly billing statement.

Military Lending Act

The Military Lending Act provides protections for Covered Borrowers. The provisions of this section apply to Covered Borrowers. If you would like more information about Covered Borrowers, please call 1-844-487-2579.

Oral Disclosures: If you are a member of the Armed Forces or a dependent of such a member covered by the Federal Military Lending Act, before proceeding with this Agreement, if you wish to hear important disclosures and payment information, please call 1-844-487-2579.

Statement of the Military Annual Percentage Rate (MAPR). Effective October 3, 2016, Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit, including installment loans. In general, the cost of consumer credit to a member of the Armed Forces and their dependents 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 transaction or accounts); and
- Any participation fee charged (other than certain participation fees for a credit card account).

For more information and to talk to us at customer service please call us at 1-844-724-8674.

Applicability of the Arbitration Provision: The Arbitration provision set forth in this Agreement does not apply to Covered Borrowers.

Additional Information Regarding Interest Charges and Other Fees

Your Account is subject to the following Interest Charges and Fees, each of which will be charged to your Account as a Purchase for the purpose of calculating Interest Charges:

INTEREST CHARGES

Paying Interest Charges: You agree to pay us Interest Charges on your Account as described herein. Subject to any grace period for new Purchases as described in the next section, Interest Charges will be imposed beginning the date a Purchase or Cash Advance is posted to your Account and will continue to accrue until payment is posted.

How to Avoid Paying Interest Charges on New Purchases (Grace Period): If you paid the New Balance on your prior monthly billing statement by the due date shown on that billing statement, we will not impose any Interest Charges on new Purchases, or any portion of a new Purchase, paid by the due date on your current monthly billing statement (which will be at least 25 days from the Billing Cycle closing date). New Purchases are Purchases that first appear on your current billing statement. Cash Advances are subject to Interest Charges from the date the transaction is posted to your Account and will continue until the date the Cash Advances are paid in full. Unlike Purchases, this means there is no time in which you can pay the balance of Cash Advances in order to completely avoid Interest Charges on Cash Advances.

How We Calculate Interest Charges – Average Daily Balance Method (Including Current Transactions): Interest Charges on Purchases are calculated by applying the monthly Periodic Rate (shown below) to the average daily balance of Purchases (including new Purchases) for each Billing Cycle. To calculate the average daily balance of Purchases, we take the beginning balance of Purchases each day, add any new Purchases (including Interest Charges and other Fees and charges), and subtract any applicable payments and credits. This gives us the daily balance. We add up all the daily balances for the Billing Cycle and divide by the number of days in the Billing Cycle to determine the average daily balance of Purchases. Interest Charges on Cash Advances are calculated by applying the monthly Periodic Rate (shown

below) to the average daily balance of Cash Advances (including new Cash Advances). To get the average daily balance of Cash Advances, we use the same calculation method that we use for Purchases.

Monthly Periodic Rate and Corresponding ANNUAL PERCENTAGE RATE (APR): Interest Charges for Purchases are calculated at a monthly periodic rate of 1.575%, which is a corresponding **ANNUAL PERCENTAGE RATE (APR)** of 18.90%. The monthly Periodic Rate for Cash Advances is 1.741%, which is a corresponding **ANNUAL PERCENTAGE RATE (APR)** of 20.90%. We calculate the monthly periodic rate by dividing the APR by 12. We will charge interest on the Average Daily Balance.

FEES

Annual Fee: Your Account will be assessed a \$39.00 Annual Fee, which will be billed to your first statement and about the same time each year thereafter. The fee will be charged regardless of whether you use your Account or not. We will refund the Annual Fee charged to your Account if you notify us, within 30 days from the date of the Monthly Billing Statement on which the Annual Fee posts, that you wish to close your Account.

Fees and Interest Charge Provision for Cash Advances: For each Cash Advance posted to your Account there is a one-time Cash Advance Fee of \$5.00 or 5.00% of the Cash Advance amount, whichever is greater. The Cash Advance Fee is waived the first year. An additional Interest Charge will be imposed on Cash Advances from the date the transaction is posted to your Account and will continue to accrue until paid in full. There is no time in which you can pay the balance of Cash Advances in order to completely avoid Interest Charges.

Late Payment Fee: If we do not receive your Total Minimum Payment Due by the Payment Due Date, we will charge you a Late Payment Fee. The Late Payment Fee is \$29.00 if you were not charged a Late Payment Fee in the prior six Billing Cycles. The Late Payment Fee is \$40.00, thereafter. The Late Payment Fee will never exceed the amount of your most recently required Monthly Minimum Payment.

Card Replacement Fee: If you request, and we issue a replacement card, for any reason, you will be billed \$5.00 for the first replacement and \$15.00 for any subsequent card replacement.

Returned Payment Fee: If your payment by check or other payment instrument (including an electronic funds transfer or a telephone authorized draft) is not honored for any reason or cannot be processed, we will charge a Returned Payment Fee to your Account. The Returned Payment Fee is \$29.00 if you were not charged a Returned Payment Fee in the prior six Billing Cycles. The Returned Payment Fee is \$40.00, thereafter. The Returned Payment Fee will never exceed the amount of your most recently required Monthly Minimum Payment.

International Transactions and Currency Conversion: We do not impose a separate International Transaction Fee. We do pass on the applicable fee charged by Visa which is currently up to 1.00% of the transaction in U.S. dollars. If you make a transaction in a currency other than U.S. dollars using a Visa card, Visa will use the conversion procedures published from time to time for its members and effective at the time the transaction is processed. Currently, the conversion procedures used by Visa for such transactions is generally either a government-mandated rate or a wholesale market rate determined by Visa for the processing cycle in which the transaction is processed. The International Transaction Fee is waived the first year.

The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date. The currency conversion rate used may be the same as, greater than, or less than the amount that would be calculated by conversion through a financial institution in the country in which the purchase or cash advance occurred. The adjustment may show as a separate entry on your Account. You may be blocked from using your card in any country with which the U.S. maintains sanctions and/or high fraud countries. We do not determine the currency conversion rate.

Other Important Terms and Limitations

Account Terms: This credit card account ("Account") is offered and credit cards (each a "Card") are issued by Plains Commerce Bank. When your Account is approved, the complete terms applicable to the Account will be furnished to you with the Card. In the following disclosures, "We", "our" and "us" each refer to Plains Commerce Bank, and "you" and "your" each refer to the person applying to us for an Account.

Credit Limit, Use of Account: Subject to the terms of this Agreement, you may use your Account to make purchases and obtain cash advances within your Credit Limit. The total balance of your Account, including fees and interest charges, cannot exceed your Credit Limit at any time. We may refuse to authorize or accept any transaction on your Account that would cause you to exceed your Credit Limit. We may temporarily agree to allow you to exceed your Credit Limit; however, in that case you must repay the excess amount according to the terms of this Agreement. Any transactions honored in excess of your Credit Limit will not result in an increase of your Credit Limit. If you exceed the Credit Limit, you will still remain liable for all credit you receive. We may adjust your Credit Limit, either increase or decrease it, at our discretion. Your Account may not be used for any illegal transaction(s).

We reserve the right to terminate the Agreement and request immediate payment of all amounts owed to Plains Commerce Bank.

Change in Terms: We may change the terms of the Cardholder Agreement at any time by either sending an email to your email address as provided in your account, or mailing a copy of the amendment of the Cardholder Agreement to your last known address as shown in our account records, or by including a copy of the amendment with your monthly billing statement. Unless otherwise stated, any balances owed on your account(s) as of the effective date of the amendment will be subject to the terms and conditions of the amended Agreement, subject to applicable law.

Prohibited Uses: The Card may not be used for any illegal transactions. You further acknowledge that your Card will be for personal use and may not be used for business purposes. If you use or allow someone else to use your Card or Account for any prohibited purpose, you will be responsible for such use and may be required to reimburse us for all amounts or expenses we pay as a result of such use.

Authorization: You certify that all the information given in this application is true and correct and you are giving this information in order to obtain credit and authorize us to obtain information concerning any statements herein. You agree to furnish us with all requested information. You authorize us to charge the Annual Fee to your Account.

Arbitration Notice: If you are issued a Card, your cardholder agreement will contain a binding arbitration provision. In the event of any dispute relating to your Account, the dispute will be resolved by binding arbitration pursuant to the rules of the American Arbitration Association or an arbitration organization mutually agreed upon by the parties. Both you and we agree to waive the right to go to court or to have the dispute heard by a jury (except in regard to any collection activities on your Account). You and we will be waiving any right to a jury trial and you also would not have the right to participate as part of a class of claimants relating to any dispute with us. Other rights available to you in court may also be unavailable in arbitration. When you receive your cardholder agreement, you should read the arbitration provision in your agreement carefully and not accept or use the Card unless you agree to be bound by the arbitration provision or timely opt-out.

Notice of Credit Card Loss, Theft, or Unauthorized Use: If your card is lost, stolen, or being used without your permission, call us toll-free 1-844-724-8674, 24 hours a day. You may be liable for the unauthorized use of your Card. You agree to cooperate in our investigation of the unauthorized use and provide any information we deem necessary to our investigation. We will send you a new Card with a new Account number to replace the Card that was lost or stolen. Although you will be issued a new account number, you will not be considered to have opened a new Account, and any existing balance will be transferred to the replacement Account. Please call 1-844-724-8674 or write to us at the following address:

Plains Commerce Bank
PO Box 85830
Sioux Falls, SD 57118-5830

Your Consent for Calls and/or Text Messages to Your Mobile Phone: You expressly authorize us and our agents and service providers to use any available written, electronic or verbal means of contacting you for any purpose related to your Account. When you give us or we obtain your mobile telephone number, you expressly agree that we (and our affiliates, agents and contractors) may contact you at this number using an auto dialer and can also leave prerecorded or artificial voice messages and other messages, including text messages. You further agree that we and our agents may monitor and record telephone calls for quality control and other business reasons. We may do these things whether we contact you or you contact us. You agree you will be responsible for any fees or charges you incur as a result of incoming calls or text messages from us, from our affiliates or from any third party acting on behalf of us or our affiliates. You agree that your consent to receive these calls and/or text messages sent to your mobile phone may be revoked only by providing written notice of your revocation to us at the Notice address: Credit Card Services, Plains Commerce Bank, PO Box 85830, Sioux Falls, SD 57118-5830, and that such revocation notice will state your name, mailing address, specific telephone number(s) for which the revocation applies, and at least the last four digits of your Account number so that we may identify you and your Account.

Privacy: Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. All financial companies need to share customers' personal information to run their everyday business. We do not share your personal information except as permitted by law to process your transactions, maintain your Account(s), respond to court orders and legal investigations, to report to credit bureaus, or to offer our products and services to you. We will provide a complete privacy notice when your Account is approved. If you would like a copy of our privacy notice, you may obtain one by visiting our website at www.pcbvisa.com.

Credit Information: By submitting this application, you authorize us to obtain information about you from a credit-reporting agency and we may also verify your credit references and other information that you provide to us. We may obtain updated or additional information about you, including consumer reports, for any legitimate purpose including, but not limited to, the extension of credit to you or the review or collection of your Account. We may provide information about you and your Account to credit reporting agencies and others as provided in our privacy notice. Information we provide might appear on your credit reports. This could include negative information if you do not comply with the terms of this and the Cardholder Agreement.

YOUR BILLING RIGHTS

KEEP THIS NOTICE 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 monthly billing statement, write to us at the address listed on your monthly billing 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 first 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 \$50.00 of the amount in 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on the 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 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:

Plains Commerce Bank
PO Box 85830
Sioux Falls, SD 57118-5830

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.

State Notices

California Residents: You may apply for an account in your name alone, regardless of your marital status.

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

Maryland Residents: You have the right under Section 12-512 of the Maryland Commercial Code, to receive an answer to your written inquiry regarding the status of your account.

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

New York Residents: RETAIL INSTALLMENT CONTRACT.

TERMS AND CONDITIONS OF YOUR COLLATERAL DEPOSIT ACCOUNT

The following additional terms apply in connection with your Collateral Deposit Account.

Deposit: An initial Collateral Deposit Account balance is required as security for your Plains Commerce Bank secured credit card. The initial balance must be deposited within 45 days to receive your credit card and credit limit associated with this account. If you request a higher Credit Limit in the future, and we, in our discretion, grant such request, you understand and agree that you may be required to complete a Credit Limit increase application to confirm your ability to repay. You may be required to deposit additional funds in the Collateral Deposit Account equal to the amount of the increase you requested and the bank will hold this amount, in addition to the amount already held in the account. You understand and agree that if you dispute any charges owed, you will not rescind this agreement until all such disputes are resolved.

Withdrawals: Since this Collateral Deposit Account secures your Account, and is not a Fee, withdrawals are not permitted from this Collateral Deposit Account while your Account is open or there is a balance on your Account. If your Account is canceled either by you or us, we have thirty (30) days from the close request to complete the closing of the Collateral Deposit Account and the Account and refund any remaining Collateral Deposit Account balance. This will allow time for all charges you made or authorized on the Card to post.

Applicable Law: Your Collateral Deposit Account and any claim, dispute, or controversy arising from or relating to this Agreement or your Collateral Deposit Account, are governed by and interpreted under federal law and construed in accordance with the laws of the State of South Dakota. The formation, legality, enforceability, and interpretation of this Agreement, and any amounts contracted for, charged and received under this Agreement, will be governed by such laws. This Agreement is entered into between you and us in South Dakota, regardless of the state of your residence. Our decisions regarding the Collateral Deposit Account are made in the State of South Dakota. Federal and South Dakota law will also apply to any controversy, claim, or dispute arising from or relating in any way to the subject matter of this Agreement and your Collateral Deposit Account, including, without limitation, statutory, equitable, and tort claims.

Bankruptcy: If you become a debtor in any proceeding under the United States Bankruptcy Code, you agree that you will recognize us as a perfected secured creditor with respect to the Collateral Deposit Account and that you will declare the Collateral Deposit Account as exempt property pursuant to the provisions of the United States Bankruptcy Code or applicable State exemption laws.

Amendments: We may amend the terms and conditions applicable to your Collateral Deposit Account separately from the remainder of this Agreement at any time with reasonable written notice to you, as required by law.

Assignments Prohibited: You may not assign the Collateral Deposit Account to anyone other than us without our prior written consent.

Pledge Agreement: As a security for the payment of all credit extended through your Account, you pledge to, and grant Plains Commerce Bank, its successors and assigns, a security interest in all funds now and hereafter deposited in your Collateral Deposit Account. You authorize us to unconditionally restrict withdrawals from your Collateral Deposit Account. If your Account is in default or if your Account is terminated for any reason, we may at any time thereafter, and without notice to you (unless otherwise required by law), apply all or part of the funds in your Collateral Deposit Account as a credit toward any and all amounts owed on your Account. We may also exercise any other remedies under the terms of this Agreement or otherwise legally available. After the Account has been closed, and there are no amounts owed under this Agreement, we may hold the funds in the Collateral Deposit Account until the earlier of the following: (1) we in our discretion, close the Collateral Deposit Account and return any remaining funds to you; or (2) within 30 days after we receive a written request from you to return any funds remaining in the Collateral Deposit Account.

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