

## Great Western Bank Consumer Credit Card Account Agreement

<b>PRICING INFORMATION</b>	
Actual Pricing will vary from one cardholder to another	
	<b>(APR = Annual Percentage Rates) (DPR = Daily Percentage Rates)</b>
<b>Annual Percentage Rates for Purchases</b> These APRs will vary with the market based on the Prime Rate (as of 03/31/2014)	<b>Prime + 6.74% to Prime + 20.74%</b> <b>(APR) 9.99% to 23.99%</b> <b>(DPR) .027369% to .065726%</b>
<b>Annual Percentage Rates for Balance Transfers</b> These APRs will vary with the market based on the Prime Rate as of (03/31/2014)	<b>Prime + 6.74% to Prime + 20.74%</b> <b>(APR) 9.99% to 23.99%</b> <b>(DPR) .027369% to .065726%</b>
<b>Annual Percentage Rates for Cash Advances</b> These APRs will vary with the market based on the Prime Rate (as of 03/31/2014)	<b>Prime + 6.74% to Prime + 20.74%</b> <b>(APR) 9.99% to 23.99%</b> <b>(DPR) .027369% to .065726%</b>
<b>Penalty APR</b>	<b>None</b>
<b>Minimum Interest Charge</b>	<b>None</b>
<b>Account Fees</b>	<b>None</b>
<b>Transaction Fees</b> Balance Transfer Cash Advance Foreign Transaction	<b>None</b> <b>Either \$10.00 or 3% of the amount of the transaction, whichever is greater</b> <b>3% of the transaction amount</b>
<b>Penalty Fees</b> Late Payment Return Payment Over Limit	<b>Up to \$35.00</b> <b>Up to \$35.00</b> <b>None</b>
<b>Paying Interest</b>	
Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest	

On purchases if you pay your entire balance by the due date each month. We will begin charging Interest on balance transfers and cash advances on the transaction date.

#### **How We Will Calculate Your Balance**

We use a method called "average daily balance (including new purchases)". See the section titled **Interest Charge** in your cardholder agreement.

## **GREAT WESTERN BANK ACCOUNT AGREEMENT**

### **ACCEPTANCE**

This Account Agreement (the "Agreement") includes the Important Terms Table and governs your credit card account ("Account"). You promise to pay for all transactions, **INTEREST CHARGES** and fees assessed on your Account, and any past due amounts. This Agreement is binding if you use your Account or make a payment on it. If you have a joint Account, both of you are bound by this Agreement. If you have a joint Account, each of you is responsible for payment of the entire amount owed to us. The words "we," "us" and "our" mean Great Western Bank, which is the issuer of your credit card and lender for your Account. The words "Cardmember," "you," "your" and "yours" mean everyone responsible for this Account, including the person who applied for the Account and the person to whom we provide the Account Statements. The word "Card" means each card or other access device, such as Account numbers, that we give you to use your Account. "Important Terms Table" means the Important Terms Of Your Credit Card Account on the enclosed letter/card carrier, as the same may be revised from time to time as provided in this Agreement.

### **ACCOUNT FEATURES AND YOUR USE OF THE ACCOUNT**

**Personal Use** - You may use the Account only for personal, family or household purposes. Federal or state consumer protection laws may not apply if you use the Account for other than personal, family or household purposes.

**Authorized Users** - You agree not to allow access to your Card, Account number, Convenience Checks, or personal identification number (PIN) to anyone else to use your Account, except by asking us to issue a Card to grant Account access to another person. If you allow access to your Card or Account information, you will be liable for any charges made by that person, unless and except as expressly required by applicable law. You agree to be responsible for all Account transactions made by a Cardmember, or anyone who you have authorized by (1) asking us to issue a Card to grant Account access to another person; (2) lending your Card to or allowing Account access by another person; or (3) any other way in which you would be legally considered to have allowed another person to use your Account or to be legally prevented from denying that you did so. Be cautious when allowing another person to become an authorized user of your Account; once you allow authority to any authorized user you cannot limit that authority unless the Account is closed to future transactions. You, as a primary or joint Cardmember must call or write us with any request to cancel and remove a person's authority. We will not provide any Account information to anyone other than you and any individual you authorize has no right to make any Account changes or inquiries.

**Credit Limit** - The Account Credit Limit is the maximum amount of credit available under the Account at any time. Under certain circumstances, your Account may exceed the Credit Limit and you will be responsible for the full amount of the Credit Limit as well as any amounts owed that exceed the Credit Limit, including fees and **INTEREST CHARGES**. You may not request or obtain additional Advances or Balance Transfers once you have reached your Credit Limit. The initial Credit Limit is shown on the Card carrier and will also appear on your monthly Account Statements. We reserve the right to review your Account at any

time and increase or decrease your Credit Limit. Cosigner consent is required for Credit Limit increases. You may not increase your Credit Limit by carrying credit balances over the Credit Limit we make available to you.

**Purchases** - You may use the Account to buy, lease or otherwise obtain goods or services from participating merchants (including transactions you initiate by mail, telephone or over the Internet), or take advantage of special promotional Balance Transfer offers that post as Purchase transactions (“Purchases”). We will, in connection with any promotional offer we make from time to time, provide information on your Card carrier or in additional materials (the “Offer Materials”) that explain whether those transactions will post and be treated as a Purchase. Even if you have not signed a sales draft or the merchant has not supplied you with a written receipt or other proof of sale, you are responsible for all Purchases made through your Account, except as expressly limited by applicable law (see Your Billing Rights section below for more details).

**Advances** – “Advances” are transactions other than Purchases that allow you direct access to funds available through your Account. Advances may include Account transactions such as cash advances you obtain directly from us, automated teller machines (“ATMs”) or other participating financial institutions (“Cash Advances”). ATM and financial institution Advances include phone (automated phone system and 24 Hour customer service assisted) and Internet transfers. Advances also include some Balance Transfers, Convenience Checks, Overdraft Protection Advances and Cash Equivalent Advances. “Cash Equivalent Advances” include transactions to acquire or initiate wire transfers, travelers checks, cashier’s checks, money orders, foreign cash transactions, casino gaming and betting transactions and lottery tickets. Monthly Account Statements we issue may refer to Advances as an Advance, Cash, Cash Advances, or by the product or device you used to obtain an Advance. Refer to the Important Terms Table for details on Advance Transaction Fees.

**Convenience Checks** - From time to time, we may supply Convenience Checks for use by the person(s) or drawer named on those checks. “Convenience Checks” are drafts that look like other checks, but are drawn on credit available in your Account. Convenience Checks may not be offered for all Account types. We will, in connection with any Convenience Check we provide, include Offer Materials that will explain whether the Convenience Check will post and be treated as an Advance or as a Balance Transfer. Convenience Checks must be written in U.S. Dollars. We may return a Convenience Check unpaid if: (1) the credit available under your Credit Limit is less than the Convenience Check amount; (2) the Account is in Default; or (3) the Convenience Check is improperly endorsed or otherwise fails to conform to our regularly accepted standards for check payment. Convenience Checks may not be used to pay your Account or any obligation you owe us or our affiliates.

**Paying And Stopping Payment On Convenience Checks** - You must write to us or call to request that payment be stopped on a Convenience Check. You must call us promptly with an oral stop payment request and then provide us with a written confirmation of the stop payment request within 14 calendar days. Any written stop payment request we receive will remain in effect for 6 months, unless you renew the request in writing before the end of that time. We may pay Convenience Checks more than 6 months old. There may be circumstances under which a Convenience Check must be paid, even if we have received a stop payment request from you. We will not be liable to you if we do not honor your stop payment request under those circumstances. If it is determined that a Convenience Check should have been paid, but was not, we will not be liable for any consequential, punitive or incidental damages if we acted in good faith. Our only obligation under those circumstances will be to pay the designated payee the amount of the Convenience Check and cancel any charges assessed against your Account as a result of any wrongful failure to honor the Convenience Check.

**Balance Transfers** - We may permit you to transfer balances and obligations that you owe other companies or financial institutions to your Account, subject to the terms and conditions disclosed in the Offer Materials (“Balance Transfers”). Balance Transfers will post to your Account and be separately reflected on monthly Account Statements as a Balance Transfer, or, depending upon the offer, may post to the Account and be treated as a Purchase or an Advance. We will, in connection with any Balance Transfer offer we make, provide you with materials that explain how the Balance Transfer will post to your Account and be reflected on monthly Account Statements. You may not request Balance Transfers on existing obligations you owe us or our affiliates. If you request a Balance Transfer that would cause your Account to exceed its Credit Limit, we may, at our option, (1) post the entire Balance Transfer requested to your Account; (2) post only a portion of the Balance Transfer requested to your Account up to the amount of credit available under the Credit Limit; or (3) refuse to process the entire amount of the Balance Transfer requested.

**Overdraft Protection** - This section is part of the Agreement only if you have specifically requested and have obtained Overdraft Protection linking the Account with a designated checking account at a financial institution with which we are affiliated or with which we have a correspondent relationship. An “Overdraft Protection Advance” is an advance of funds to your designated checking account from this Account that will prevent overdrafts on your checking account. You authorize us to make Overdraft Protection Advances from the Account as provided in this Agreement. Any Overdraft Protection Advance will post and be disclosed as either a “Financial Institution Cash Advance” or an “Overdraft Protection Advance” on your Account Statement, and will be subject to either a Financial Institution Cash Advance fee or an Overdraft Protection Advance fee, depending on how the Advance is processed. An Overdraft Protection Advance will be made only once per day, and will be made in the amount determined by your financial institution (regardless of the specific overdraft amount). Please verify the amount of the Overdraft Protection Advance with your financial institution. We may cancel Overdraft Protection privileges under the Account, even if the Account remains open for other purposes.

**Using Your Card for International Transactions** - You may use your Card for retail Purchases at foreign merchants and for cash withdrawals from foreign ATMs. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered foreign transactions under the applicable rules, in which case we will add the Foreign Transaction Fee **INTEREST CHARGE** described in the Important Terms Table to those transactions. We do not control how these merchants, ATMs, and transactions are classified for this purpose. The exchange rate in effect when the transaction is processed may differ from the rate in effect on the date of the transaction or the date of the posting of the transaction to your Account. If you engage in a Transaction in a currency other than U.S. Dollars using a Visa card, then Visa International will convert the charge into a U.S. Dollar amount. The exchange rate between the transaction currency and the billing currency used for processing international transactions is either (a) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (b) the government-mandated rate in effect for the applicable central processing date. The currency conversion rate for the processing date may differ from the rate in effect on the date of the transaction or the date the transaction is posted to your billing statement.

Some merchants outside of the United States offer cardholders the option of having card transactions converted to U.S. Dollars by the merchant itself. If this option is chosen, the currency conversion rate is determined solely by the merchant involved in the transaction, and no Foreign Transaction Fee **INTEREST CHARGE** is charged by the Bank for the Transaction.

## **INTEREST CHARGES**

**INTEREST CHARGES - INTEREST CHARGES** reflect the cost of credit. Your total **INTEREST CHARGE** for any billing cycle will equal the amount of any (a) periodic rate **INTEREST CHARGES** (sometimes referred to as “interest” in this Agreement and on monthly Account Statements); (b) Advance Transaction Fees; and (c) any other transaction fees that are considered **INTEREST CHARGES**.

**Standard Versus Standard Variable Rates** - The Important Terms Table will indicate whether your account is subject to Standard or Standard Variable rates, or a combination of Standard and Standard Variable rates. Please review those disclosures carefully. The terms of those disclosures are incorporated by reference into this Agreement.

**Standard Variable Rates** - If your Account is subject to Standard Variable Rates, the standard periodic rate(s) is a variable rate(s) based on the “Index Rate” plus the applicable “Margin”. For each billing period, the “Index Rate” will be equal to the U.S. Prime Rate, or the average of the U.S. Prime Rates if there is more than one, published in the “Money Rates” column of The Wall Street Journal as of the 15th day of the month prior to your Account Statement closing date (subject to any minimum APRs that may be applicable to your Account). If the U.S. Prime Rate is not published or is otherwise unavailable, whether temporarily or permanently, we will select a substitute index that we believe, in our sole discretion, to be similar to the U.S. Prime Rate.

Please see the Important Terms Table for the amount of the “Margin” on Purchases and the “Margin” on Cash Advances as well as the Daily Rates and corresponding **ANNUAL PERCENTAGE RATES** as applicable to your Account. This disclosure will also indicate whether there are any minimum APRs applicable to your account. If applicable, the rates for Purchases and Cash Advances will not decrease below the stated minimum APRs regardless of changes to the Index Rate.

The Daily rates are calculated by adding the applicable "Margin" to the Index Rate, and dividing that sum by 365. This calculation produces the Daily Variable Rates. The Daily Variable Rates will increase or decrease as a result of increases or decreases in the Index Rate. An increase or decrease in the Daily Variable Rates may result in an increase or decrease in the amount of your minimum monthly payment. An increase or decrease in the Daily Variable Rates will also increase or decrease the total amount of Interest you pay on your account. If our calculation results in a change to the Daily Variable Rate due to a change in the Index Rate, the new rate will apply as of the first day of your billing period in which we made the calculation. Any changes in the Daily Variable Rates will apply to both existing and future balances on your Account, and the Daily Variable Rates will continue to vary even if your Account is closed.

**Standard Rates** - If your Account is subject to Standard Rates, the Important Terms Table will indicate the rate(s) applicable to the type(s) of balances on your Account. Please refer to the Important Terms Table for the Standard Daily Rates and corresponding **ANNUAL PERCENTAGE RATES** for Purchases and/or Cash Advances applicable to your account.

The **INTEREST CHARGE** is calculated separately for Purchases and Advances. The **INTEREST CHARGE** is determined by multiplying the Average Daily Balance by the Daily Variable Rate or the Standard Daily Rate (as applicable) and by the number of days in the billing cycle.

The Average Daily Balance for Purchases is obtained by taking into account the initial daily balance on Purchases, plus any new Purchases, and any unpaid **INTEREST CHARGES** on Purchases, and any other fees and charges that we add that day, minus any payments and credits we apply to the Purchase balance that day. Then all the daily balances within the billing cycle are added and the total is divided by the number of days in the billing cycle. New Purchases are added to the daily balance on posting date, unless we elect to use a later date. Purchases will begin to accrue **INTEREST CHARGES** on the date of posting. No **INTEREST CHARGE** will be imposed on a Purchase added to your daily balance during the billing cycle covered by the Account Statement if that Account Statement shows no previous balance or shows that the previous balance was paid in full by its payment due date. Also, no additional **INTEREST CHARGE** will be charged on any Purchases included in the new balance of a monthly Account Statement if you pay the new balance in full on or before the date specified in your Account Statement. The payment due date will be 21 days or more, depending upon the payment due date on your Account.

The Average Daily Balance for Advances is obtained by taking into account the initial daily balance on Advances, plus any new Advances, and any unpaid **INTEREST CHARGES** on Advances, and any other Advance fees that we add that day, minus any payments and credits we apply to the Advance balance that day. Then all the daily balances within the billing cycle are added and the total is divided by the number of days in the billing cycle. The **INTEREST CHARGE** on Advances, Balance Transfers and Convenience Checks will be imposed from the date the transaction is conducted. There is no "free ride" period for such transactions.

Please refer to the accompanying Important Terms Table for other terms which are made a part of this Agreement.

**Introductory and Promotional Rates** - We may, at our option, offer you for a limited time introductory or promotional interest rates for all or part of new Purchase, Advance, or Balance Transfers posted to your Account. We will tell you in the Offer Materials the introductory or promotional rate and the period of time during which that rate will be in effect and any conditions or requirements of the offer. Unless the Offer Materials state otherwise, an introductory or promotional rate will remain in effect until the last day of the billing cycle in which the introductory or promotional rate expires. Upon expiration, any introductory or promotional rate that applies to new or outstanding Account balances will increase to the standard rate that would otherwise apply.

## **ACCOUNT FEES**

**Annual Fee** - Each year, the Account may be subject to your payment in advance of an Annual Fee **INTEREST CHARGE** which will compensate us for maintaining and servicing the Account for the following year. This fee will be charged to the Purchase balance of your Account. The annual fee is non-refundable unless you notify us that you wish to close your Account within 30 days of our providing the monthly Account Statement on which the annual fee is billed and at the same time, you pay your outstanding balance in full. Your payment of the Annual Fee does not affect our rights to close your Account and to limit your right to make transactions on your Account. If your Account is closed by you or us, we will continue to charge the Annual

Fee until you pay your outstanding balance in full and terminate your Account relationship.

**Late Payment Fee** - We may add a Late Payment Fee to the Purchase balance of the Account if your Minimum Payment is not received by the Payment Due Date shown on the monthly Account Statement.

**Returned Payment Fee** - We may add a Returned Payment Fee to the Purchase balance of the Account if any payment on the Account is not honored or if we must return it to you because it cannot be processed. A check that is returned unpaid will be sent for collection.

**Duplicate Documentation Fee** - We may charge you a Duplicate Documentation Fee to the Purchase balance of the Account for copies of a monthly Account Statement, sales slip, refund slip, or Advance slip that you request. There will be no charge for documentation requests made in connection with a billing error notice, if our investigation indicates a billing error occurred.

**Assisted Payment Fee** - We may add a service charge to the Purchase balance of the Account if you call us to make a payment on your Account and are assisted by a Cardmember Service Representative to make the payment. You will be provided with confirmation of the service charge before the payment transaction is authorized.

**Stop Payment Fee** - We may add a Stop Payment Check Fee to the Purchase balance of your Account if you request a stop payment on a Convenience Check. (See "Paying and Stopping Payment on Convenience Checks" section above for more details.)

Under no circumstances will your Late Payment Fee or Returned Payment Fee ever be greater than your Minimum Payment due.

**TRANSACTION FEES** - You agree to pay the following transaction fees and **INTEREST CHARGES**:

(1) We may add an Advance Transaction Fee **INTEREST CHARGE** to the Advance balance of the Account for each Advance you obtain during a billing cycle in addition to the interest that accrues on Advances. The Advance Transaction Fee imposed will equal the greater of either a percentage of each Advance or the minimum dollar amount, subject to the maximum dollar amount.

(2) We may add a Balance Transfer Fee **INTEREST CHARGE** to the Purchase balance of the Account except where Offer Materials specify otherwise.

(3) We may add a Convenience Check Fee **INTEREST CHARGE** to the Advance balance of your Account except where Offer Materials specify otherwise.

(4) We may add an Overdraft Fee **INTEREST CHARGE** to the Advance balance of your Account, except where Offer Materials specify otherwise.

## **ACCOUNT PAYMENTS**

**Minimum Payment** - Each month, you must pay at least the Minimum Payment and any past due Minimum Payment(s) by the Payment Due Date shown on your monthly Account Statement. You may, at your option, pay more than the Minimum Payment or pay the New Balance (as stated on your monthly Account Statement) in full to reduce or avoid the **INTEREST CHARGE** for the Account.

Your Minimum Payment will be calculated as follows: first we determine the "Base Minimum Payment," which is the greater of \$20.00 or 2.5% of your New Balance. To the Base Minimum Payment, we may add one or more of the following items, as incurred on your Account: (1) any late, annual and/or any other Account related fee, (2) the **INTEREST CHARGE**, and (3) if your Account is over the Credit Limit, some or all of the balance amount over your Credit Limit. If the resulting Minimum Payment is greater than \$20.00, the total is then rounded to the next highest dollar not to exceed your New Balance. Any Minimum Payment or additional amount you pay each month will not prepay any future Minimum Payments required, or change your obligation to make at least a Minimum Payment by the Payment Due Date. Our Minimum Payment may be adjusted as necessary to comply with state or federal regulations applicable to your account.

**Payment Instructions** - All payments by mail must be made by check or money order. We will also accept payment in U.S.

Dollars via the Internet or phone or previously established automatic payment transaction. Payments may not be made by attempting to effect a transfer or by using a Convenience Check from this Account or from any other Great Western Bank credit card account. You agree that any payment you make may be, but is not required to be, returned to you without applying it to your Account and without presentment or protest, for reasons including, but not limited to, that the check or money order: (1) is missing a signature; (2) is drawn with different numeric and written amounts; (3) contains a restrictive endorsement; (4) is post dated; (5) is not payable to Great Western Bank; (6) is not payable in U.S. Dollars; (7) is not paid upon presentment; or (8) results from an attempted transfer or is drawn on a Convenience Check. You agree to pay any collection fees we incur for any check payments made in U.S. Dollars drawn on a financial institution not located in the United States. All payments made by mail under this Agreement must be received at the address specified on your Account Statement.

You authorize us to collect any payment check either electronically or by draft. We can collect your payment checks electronically by sending the check number, check amount, account and routing numbers to your bank. Or we can collect these checks by sending a draft drawn on your bank account. Funds may be taken from your bank account on the same day we receive your payment. We will not keep your original check, just a copy of it.

Any conditional check, money order or any other instrument tendered as full satisfaction of a disputed debt or as an accord and satisfaction or containing a restrictive endorsement must be sent to us at the Great Western Bank, Cardmember Service Center, P.O. Box 31021, Tampa, Florida 33631-3021. You must note conspicuously on the face of the payment that it is tendered for this purpose. If you make a payment in any other manner and we accept it, we will not have waived our rights to collect any amounts owed under this Agreement. Even though your payment may be posted to your Account, we may not restore your available credit or Cash Advance available credit immediately.

**Crediting of Payments and Cutoff Times** - The date you mail a payment is different than the date we receive that payment. For purposes of this Agreement, the payment date is the day we receive your check or money order at the address specified on your monthly Account Statement or the day we receive your electronic or phone payment. If you mail your payment without a payment coupon or to an incorrect address, it may result in a delayed credit to your Account, additional **INTEREST CHARGES**, fees, and possible suspension of your Account. Your payment will be credited as of the day we receive it, subject to any applicable cutoff hour. The cutoff time for payments received by mail, telephone and other electronic means is 5:00 p.m. Eastern Time. Payments received by 5:00 pm Eastern Time, Monday through Friday, will be processed the same day. Online payments received on Saturday, Sunday or a Bank holiday will be processed the next business day. If the payment is made at one of our branches during business hours in cash or with a check drawn against us, it will be processed the same day, up to 5 p.m. Credit for any other payments may be delayed five (5) business days during which interest will not accrue. If your payment due date falls on a weekend or legal federal holiday, the payment received will be credited to the account on the next business day and will not be considered late. If your payment is received after the payment cutoff time on the due date or any time thereafter, a Late Payment Fee will be charged to your Account.

**Application Of Payments** - If you pay the required Minimum Payment of the monthly Account Statement, the payment shall be applied in the following way: first to **FEES**, then to **INTEREST**, and the rest shall be applied first to the debt resulting from Purchases and Cash Advances, with the lowest APR and then to the debt with the higher APR in ascending order. Consequently, the debt with the higher APR will not be reduced, until the debt with the lower APR is paid in full. If you pay an amount in excess of the minimum required payment, the excess shall be applied first to the debt resulting from Purchases and Cash Advances with the highest APR and then to the debt with the lowest APR in descending order.

**Skip Payment Option** - We may, at our option, occasionally offer you an opportunity to skip your obligation to make the Minimum Payment due. You may not skip payments unless we make this offer to you. If we offer you an opportunity to skip a payment more than once in a 12 month period, you will not be permitted to skip payments required in consecutive months. You cannot accept a skip payment offer if your Account is delinquent, or is in Default. When you take advantage of a skip payment offer, the interest will continue to accrue on the entire unpaid balance of your Account.

**Credit Balances** - You may request a refund of any credit balance at any time. Otherwise, we will apply it to any new charges on your Account or provide the refund to you as required by law.

## **IMPORTANT ACCOUNT INFORMATION**

**Monthly Account Statement** - We will provide you a monthly Account Statement at the end of each billing cycle in which you have a balance in excess of \$1 or a credit balance in excess of \$0.99. Unless you have elected to receive such materials electronically, your monthly Account Statements and notices about your Account will be sent to the address you provided in your application or your response to our Account solicitation. To change your address, you must call or write to us. We must receive this information 21 days before the date a billing cycle closes to provide your monthly Account Statement at your new address. If you have an address change within 45 days of the expiration date of your Card(s), please contact Cardmember Service with your new address so your new Card(s) can be mailed to your new address.

**Responsibility to Pay** - You agree to pay us for all Purchases, Advances, Balance Transfers, **INTEREST CHARGES**, Account Fees and charges, any other transaction charges as provided in this Agreement and, to the extent permitted under applicable law, attorneys fees and collection costs we incur enforcing this Agreement against you. This is the case even if your Account is only used by one of you, or is used by someone authorized by only one of you. If there is more than one Cardmember, each of you is responsible, together and separately, for the full amount owed on your Account. Your obligation to pay the Account balance continues even though an agreement, divorce decree, court judgment, or other document to which we are not a party may direct another person responsible to pay the Account.

**Default And Termination Of Credit Privileges** - You will be in default under this Agreement ("Default") upon: (1) your failure to make at least the Minimum Payment by the date specified on your Account Statement; (2) your violation of any other provision of this Agreement; (3) your death; (4) your becoming the subject of bankruptcy or insolvency proceedings; (5) you or your property becoming the subject of attachment, foreclosure, repossession, lien, judgment or garnishment proceedings; (6) your failure to supply us with any information we reasonably deem necessary; (7) your supplying us with misleading, false, incomplete or incorrect information; (8) our receipt of information that you are unwilling or unable to perform the terms and conditions of this Agreement; (9) our receipt of information from third parties, including credit reporting agencies, which indicates a serious delinquency or charge-off with other creditors; or (10) your moving out of the U.S. After your Default, your Account balance will continue to accrue **INTEREST CHARGES** at the contract rate. Balances outstanding under this Agreement when your credit line is reduced or terminated will continue to accrue **INTEREST CHARGES** until paid in full and subject to all terms and conditions of this Agreement. Upon default, we have the right to terminate or suspend your credit privileges under this Agreement, to change the terms of your Account and this Agreement, may require you to pay your entire Account balance including all accrued but unpaid charges immediately as permitted by law and to sue you for what you owe. We may waive or delay enforcing any of our rights as to one person under this Agreement without affecting the obligation of any other person. If this is a joint account, a default by one of you will be a default by all of you. You will pay our court, reasonable attorney's fees and other collection costs related to the default to the extent permitted by applicable law. Upon default, we will apply your payments first to attorneys' fees and then in the order set forth under Application of Payments. We may continue to impose **INTEREST CHARGES** after default (including charge-off).

**Changes to your Account** - Account and Agreement terms are not guaranteed for any period of time; we may change the terms of your Agreement, including APRs and fees, in accordance with applicable law and the terms of your Agreement. Your transactional experience with us may also cause a change, including an increase in the margin that is added to the Prime Rate, an increase in fees, or a decrease in the Credit Limit. Factors considered in determining the increased rate or Credit Limit decrease may include your general credit profile, existence, seriousness and timing of the defaults under any agreement that you have with us, and other indications of the Account usage and performance. We will give you the written notice of any such change in the manner required by law. Any Agreement changes to APRs and fees will apply to all new Account balances you owe under your Account as of the effective date indicated in the notice or otherwise permitted by applicable law. All other Agreement changes will apply to all new and outstanding Account balances you owe under your Account as of the effective date indicated in the notice or otherwise permitted by applicable law. If you do not want to accept the changes, you must provide us with written notice at the address contained in the change in terms notice no later than 25 days after the effective date of the change. In this case, we will close your Account and permit you to pay off the outstanding Account balances in full at

that time or under the terms of your existing Agreement. You will have accepted any proposed change if your Account is used after the effective date of the changed terms, even if 25 days has not elapsed after any such effective date.

**Card Renewal** - Cards are issued with an expiration date. We have the right not to renew your Card for any reason.

**Lost Or Stolen Cards And/OR Convenience Checks; Unauthorized Use** - If you notice the loss or theft of your Card or a possible unauthorized use of your Card, you should write to us immediately at: Great Western Bank, Cardmember Service Center, PO Box 30495, Tampa, Florida 33630-3495, or call us at 1-866-839-3485. You will not be liable for any unauthorized use of your Account. If this happens, we will ask you and all other persons given Account access to return all Cards and unused Convenience Checks to us. In addition, we have the right to close your Account and open a new Account. If we do so, new Cards will be issued. If requested, we may issue a new PIN and new Convenience Checks for your new Account.

**Cancellation** - We may cancel your Account or suspend your ability to obtain Account credit immediately, without notice, if your Account is in Default. Even if you are not in Default, we may cancel your Account by providing notice to you. You may cancel your Account by notifying us by telephone or in writing. If you have a secured Account, your termination request must be made in writing. If this is a joint Account, we will honor a request by either of you to cancel the Account. After the Account is cancelled, you will not be able to obtain additional Account credit, except that, (1) the Account may continue to receive recurring charges for items and services until you contact and cancel delivery with the company providing the item or service, or (2) under certain circumstances if you use your Account for a transaction, the transaction may be posted to your Account. After your Account is cancelled, all amounts outstanding on your Account will be due and payable without notice or demand from us. You must cut all Cards and Convenience Checks in half and return them to us.

**Applicable Law** - This Agreement will be governed by the laws of South Dakota (without regard to its conflict of laws principles), whether or not you live in South Dakota, and whether or not your Account is used outside of South Dakota, and by any applicable federal laws. You agree that: (1) this Agreement is entered into in South Dakota; (2) all credit under this Agreement will be extended from South Dakota; and (3) all credit extended under this Agreement is subject to, and governed by, South Dakota law. All terms and conditions of this Agreement (including the Amendment provision or any other provision herein relating to a change in the terms of this Agreement, this Applicable Law provision, and any of the **INTEREST CHARGE**, Application of Payment and Fee provisions) are deemed to be material to a determination of the **INTEREST CHARGE**.

**Assignment Of Account** - We may sell, assign or transfer your Account or any portion thereof without notice to you. You may not sell, assign or transfer your Account. In addition, we may refer the Account to a collection agency or attorney who shall be entitled to enforce this Agreement according to its terms, and any of our rights shall apply to those persons.

## **THE ISSUER'S LEGAL RIGHTS AND OBLIGATIONS**

**Collecting Credit Information about You** - You authorize us to make any credit, employment and investigative inquiries we feel are appropriate related to giving you credit or collecting amounts owed on your Account. You agree that a consumer credit report may be requested periodically from one or more consumer reporting agencies ("Credit Bureaus") and used in connection with your application and any update, renewal or extension of credit. We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. If you request additional Cards on your Account for others, you understand that we may report account information in your name as well as in the name(s) of those additional cardholder(s).

**Credit Bureau Disputes** - If you believe we inaccurately reported credit history information about you or your Account to a Credit Bureau, call us at 1-866-839-3485 or write us at Great Western Bank, Cardmember Service Center, P.O. Box 30495, Tampa, Florida 33630-3495.

**Privacy Policy and Disclosure of Account Information** - A copy of our Privacy Policy was included with your original Agreement. You will also receive a copy at least once annually while you remain our customer. We also keep copies of our Privacy Policy in financial institution offices and post it on our web site. Our Privacy Policy describes how we collect, protect and use confidential financial and other information about you and the circumstances in which we might share information about you with members of our corporate family and with unaffiliated third parties. Our Privacy Policy also tells you how you can (1) limit

the ways we share certain kinds of information about you and (2) request corrections to the information we maintain about you.

**Refusal to Honor Transactions** - We and our agents are not responsible if anyone refuses to honor your Card or a Convenience Check, or if authorization for a particular transaction is not given. Although you may have credit available under your Account, we may be unable to authorize credit for a particular transaction. The number of transactions you make in one day may be limited, and the limit per day may vary. These restrictions are for security reasons and as a result we cannot explain the details of how this system works. If your Account is over the Credit Limit or delinquent, authorization of credit for transactions may be declined. We are not responsible for anything purchased with your Card or a Convenience Check, except as expressly required by applicable law (see Your Billing Rights section below for more details). You must return goods you purchased with the Card or Account to the merchant and not to us.

**Third Party Offers** - From time to time, third parties may provide you with benefits not related to the extension of Account credit. We are not liable for these features, services and enhancements, as they are the sole responsibility of the third party provider. We and/or a third party may add, change or delete entirely these benefits without notice or liability to you, to the extent permitted by applicable law. You agree to hold us harmless from any claims, actions or damages resulting from your use of any of these features, services or enhancements, where permitted by applicable law.

**Telephone Monitoring and Contacting You** - From time to time we may monitor and record telephone calls regarding your Account to ensure the quality of our service. You agree in order for us to service the Account or to collect any amounts you may owe, that we may from time to time make calls and/or send e-mails, and/or text messages to you, using prerecorded/artificial voice messages and/or through the use of an automatic dialing device, at any telephone number associated with your Account, including wireless telephone numbers that could result in charges to you, or at any e-mail address you provide to us.

**Change of Name, Address, or Telephone Number(s)** - You are responsible for promptly notifying us of a change in your name, address (including the e-mail addresses you use for online banking with us and any other e-mail address(es) at which you agree to be contacted), or telephone number(s) (including any wireless telephone number(s)).

**Severability** - If a court of competent jurisdiction finds any part of this Agreement illegal or unenforceable, the remaining portions of the Agreement will remain in effect as written after any such illegal or unenforceable portion is amended in conformance with applicable law or, if necessary, voided.

**Waiver** - We do not give up our rights under the Agreement or applicable law when we fail to exercise or delay exercising those rights. Our failure or delay to exercise any right or remedy we have against you does not mean that we waive that right.

**Arbitration Provision:**

**(a) You agree that either you or we can choose to have binding arbitration resolve any claim, dispute or controversy between you and us that arises from or relates to this Agreement or the Account and credit issued thereunder (individually and collectively, a "Claim"). This does not apply to any Claim in which the relief sought is within the jurisdictional limits of, and could be fully and properly adjudicated by, a small claims court. If arbitration is chosen by any party, the following will apply:**

**(1) NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE A CLAIM IN COURT OR TO HAVE A JURY TRIAL ON A CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY, EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES.**

**(2) Arbitration will only decide our or your Claim, and you may not consolidate or join the claims of other persons who may have similar claims. YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS, OR AS A PRIVATE ATTORNEY GENERAL, PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.**

**(3) The arbitration will be performed in accordance with this Arbitration Provision and the rules of the chosen arbitrator in effect when the Claim is filed.**

(4) The arbitrator's decision will generally be final and binding, except for the limited right of appeal provided by the Federal Arbitration Act.

(5) Other rights that you would have if you went to court might also not be available in arbitration.

(b) The party commencing the arbitration may select to use either JAMS or the American Arbitration Association ("AAA") (or, if neither of these arbitration organizations will serve, then a comparable substitute arbitration organization agreed upon by the parties or, if the parties cannot agree, chosen by a court of competent jurisdiction). If JAMS is selected, the arbitration will be handled according to its Streamlined Arbitration Rules unless the Claim is for \$250,000 or more, in which case its Comprehensive Arbitration Rules shall apply. If the AAA is selected, the arbitration will be handled according to its Commercial Arbitration Rules. You may obtain rules and forms for JAMS by contacting JAMS at 1-800- 352-5267 or [www.jamsadr.com](http://www.jamsadr.com) and for the AAA by contacting the AAA at 1-800-778-7879 or [www.adr.org](http://www.adr.org). Any arbitration hearing that you attend will take place in the federal judicial district where you reside. At your request, we will advance your filing and hearing fees for any Claim you may file against us. If you prevail on your Claim, we will pay your arbitration costs and fees, other than attorney, expert and witness fees and expenses. We will also pay any fees or expenses that applicable law requires us to pay. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1 through 16, including but not limited to applicable statutes of limitation, and shall honor claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

(c) This Arbitration Provision shall survive repayment of your extension of credit and termination of your Account. This Arbitration Provision shall be governed by federal law, including the Federal Arbitration Act, and by South Dakota law, without regard to its internal conflict of law principles, to the extent such state law does not conflict with federal law or this Arbitration Provision. Notwithstanding any language of this Agreement to the contrary, should any portion of this Arbitration Provision be held invalid or unenforceable by a court or other body of competent jurisdiction, this entire Arbitration Provision shall be automatically terminated and all other provisions of this Agreement shall remain in full force and effect.

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### **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 Account Statement**

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

Great Western Bank, Cardmember Service Center, P.O. Box 30495, Tampa, Florida 33630-3495

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 Account Statement, 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 Account 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 Account Statement 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 Account Statement, and we may continue to charge you **INTEREST CHARGES** 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 CHARGES** 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 CHARGES** and fees. We will send you an Account 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 Account Statement 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 Account Statement. 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 Account Statement is correct.

## **Your Rights If You Are Dissatisfied With Your 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 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:

Great Western Bank, Cardmember Service Center, P.O. Box 30495, Tampa, Florida 33630-3495

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.

**SPECIAL RULES FOR CREDIT CARD PURCHASES DO NOT APPLY TO PURCHASES MADE WITH CONVENIENCE**

CHECKS OR BALANCE TRANSFER CHECKS.

**Credit Card  
Account Agreement**

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