

costs or fees charged by the arbitrator. Unless prohibited by law, the arbitrator may award fees, costs, and reasonable attorneys' fees to the party who substantially prevails in the arbitration.

Location of Arbitration. Unless you and we agree to a different location, the arbitration will be conducted in the same city as the United States District Court closest to your then current mailing address.

Waiver of Rights. You are waiving your right to a jury trial, to have a court decide your Dispute, to participate in a class action lawsuit, and to certain discovery and other procedures that are available in a lawsuit. The arbitrator has the ability to award all remedies available by statute, at law, or in equity to the prevailing party, except that you and we agree that the arbitrator has no authority to conduct class-wide proceedings and will be restricted to resolving the individual disputes between you and us. The validity, effect, and enforceability of this waiver of class action lawsuit and class-wide arbitration is to be determined solely by a court of competent jurisdiction and not by the arbitration firm or arbitrator. If the court, or an arbitration firm or arbitrator, refuses to enforce the class-wide arbitration waiver or otherwise refuses to enforce this Agreement, you and we agree that the Dispute will proceed in court and will be decided by a judge, sitting without a jury, under applicable court rules and procedures.

Small Claims Court. All parties, including related third parties, shall retain the right to seek adjudication in a small claims court for disputes within the scope of such court's jurisdiction. Any dispute, which cannot be adjudicated within the jurisdiction of a small claims court, shall be resolved by binding arbitration. Any appeal of a judgment from a small claims court shall be resolved by binding arbitration de novo (i.e. upon a fresh review of the facts).

Applicable Law and Judicial Review. The arbitrator will apply applicable federal and South Dakota substantive law and the terms of this Agreement. The arbitrator must apply the terms of this arbitration agreement, including without limitation the waiver of class-wide arbitration. The arbitrator will make written findings and the arbitrator's award may be filed with any court having jurisdiction. The arbitration award will be supported by substantial evidence and must be consistent with this Agreement and applicable law or may be set aside by a court upon judicial review. Either party may seek judicial review of the arbitrator's decision according to applicable law.

Other Provisions. This arbitration provision will survive: (i) termination or changes in this Agreement, the Card Account, or the relationship between you and us concerning the Card Account; (ii) the bankruptcy of any party; and (iii) any transfer, sale, or assignment of your Card Account, or any amounts owed on your Card Account, to any other person or entity.

Right to Opt-Out. *If you do not wish to agree to arbitrate all Disputes in accordance with the terms and conditions of this section, you must advise us in writing at the following address within 30 days of when we mail this Agreement to you: CorTrust Bank, N.A., P.O. Box 7030, Mitchell, SD 57301. Clearly print or type your name and Card Account number and state that you reject arbitration. You must give written notice, and it is not sufficient to telephone us. Send only your notice to reject arbitration; do not include the notice with other correspondence to us. We must receive your letter at the above address within 30 days after the date this Agreement was provided to you or your rejection of arbitration will not be effective.*

24. VENUE AND JURISDICTION: In the event any Dispute is not subject to arbitration, you consent to be subject to the jurisdiction and venue of the Circuit Court located in Minnehaha County, South Dakota, and agree that such court shall be the sole and exclusive jurisdiction and venue of all Disputes.

25. SEVERABILITY: If any provision of this Agreement, including any portion of the arbitration agreement set forth above in Section 23, is determined to be invalid or unenforceable under any rule, law, or regulation, the validity or enforceability of any other provision of this Agreement shall not be affected, and in lieu of such invalid or unenforceable provision there shall be added automatically, as part of this Agreement, a provision as similar in terms as may be valid and enforceable, if possible. Notwithstanding the foregoing, if a class action litigation or a class-wide arbitration is permitted for any reason, either party may require that the entire Dispute, as defined in Section 23 above, be heard by a judge, sitting without a jury, under applicable court rules and procedures.

26. MONITORING. In order to maintain quality service in its authorizations, security, customer service and other departments that have need to communicate with Cardholder from time to time, the Bank or its agents may monitor any telephone communication between the Bank's or its agent's employees in those departments and Cardholder, without further notice or disclosure.

27. CONTACT AUTHORIZATION. You authorize us and any other servicer of your account to contact you about your account at any telephone number (or other means of communication) you provide or at any number at which we reasonably believe we can contact you, including communications to or from your mobile, cellular, or similar device, even if you are charged for the communication under your usage plan. We may contact you by sending text messages or e-mails, using any e-mail address you provide to us. You agree we may use an automatic dialing system or artificial or prerecorded message when contacting you.

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 statement, write to us at:

CorTrust Bank
P.O. Box 815909
Dallas, TX 75381-5909

You may also contact us on the Web:
www.cortrustbankcc.com

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 or electronically. 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 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 impose 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 a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

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

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

Your Rights if You Are Dissatisfied With Your Credit Card Purchases

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

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

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your Card for the purchase. Purchases made with Cash Advances from an ATM or with a check that accesses your 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 or electronically at:

CorTrust Bank
P.O. Box 815909
Dallas, TX 75381-5909
www.cortrustbankcc.com

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.

NOTICES

By responding to the credit card offer made by the Bank, you are authorizing us to obtain credit reports about you, both now and in the future, for any legitimate business purpose associated with the Card Account, including, but not limited to, reviewing, modifying, renewing or collecting on your Card Account.

1. CALIFORNIA RESIDENTS: A married applicant may apply for a separate Card Account. 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. After credit approval, each applicant shall have the right to use the Card Account up to the limit of the Card Account. Each applicant may be liable for amounts extended under the plan to any joint applicant.
2. DELAWARE RESIDENTS: Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month.
3. KENTUCKY RESIDENTS: You may pay the unpaid balance of your Card Account in whole or in part at any time.
4. MAINE RESIDENTS: Credit insurance provided herein is voluntary and you have the right to cancel such credit insurance at any time.
5. MARYLAND RESIDENTS: Finance charges will be imposed in amounts or at rates not in excess of those permitted by law.
6. NEW YORK RESIDENTS: New York residents may contact the New York State Department of Financial Services by telephone at 1-800-342-3736 or visit its website at www.dfs.ny.gov for free information on comparative credit card rates, fees and grace periods.
7. OHIO RESIDENTS: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.
8. WISCONSIN RESIDENTS: No agreement, court order, or unilateral statement applying to marital property will adversely affect a creditor's interests unless prior to the time credit is granted, the creditor is furnished with a copy of the agreement, court order or statement, or has actual knowledge of the adverse provision. IF I AM A MARRIED RESIDENT, CREDIT EXTENDED UNDER THIS CARD ACCOUNT WILL BE INCURRED IN THE INTEREST OF MY MARRIAGE OR FAMILY. A married applicant must send the applicant's name and social security number, and the name and address of the applicant's spouse, to CorTrust Bank, N.A., P.O. Box 7030, Mitchell, SD 57301 within fifteen (15) days of completing an application.

CORTRUST BANK, N.A. MASTERCARD® CARDHOLDER AGREEMENT

This MASTERCARD Cardholder Agreement (the "Agreement") governs the use of your MASTERCARD credit card account issued by CorTrust Bank, N. A. (the "Card" or "Card Account"). Please read this Agreement carefully before using your Card or the Card Account. The words "you" and "your" refer to each person who applied for the Card Account and to each person to whom a Card is issued or uses a Card with your consent (an "Authorized User"). The words "we", "us", "our", and the "Bank" refer to CorTrust Bank, N.A., Mitchell, South Dakota, Member FDIC.

Your application for the Card Account and your use of the Card constitute your agreement to the terms and conditions of this Agreement. Keep this Agreement so you can refer to it if you have any questions regarding your Card Account. This Agreement is effective when you or an authorized user uses the Card or Card Account or if you fail to cut your Card in half and return it to us within 30 days after it is issued to you.

Please see the separate Privacy Notice that we are providing to you for important additional information concerning our privacy policy and your privacy rights. **This Agreement contains a binding arbitration provision. Please see Section 23 for details regarding mandatory arbitration and your right to opt-out of such arbitration.**

TERMS & CONDITIONS

Your acceptance of the Card will indicate your agreement to pay all charges incurred and any indebtedness incurred in accordance with the terms and conditions of this Agreement. These terms and conditions are subject to change from time to time, in our sole discretion, upon notice to you as required by law.

1. USING YOUR CARD: You may use your Card to make purchases of goods or services wherever MASTERCARD credit cards are accepted. You may obtain cash advances (i.e., loans of money) through participating financial institutions, including the Bank. Any cash equivalents obtained with the Card will also be treated as cash advances. Each purchase or cash advance you obtain will reduce the available credit under your credit limit until the purchase or cash advance is repaid. You promise to pay us the total amount of all purchases and cash advances, as well as all interest charges and other fees and charges, billed to your Card Account.

2. YOUR CREDIT LIMIT AND CREDIT AVAILABILITY: Your Card will be issued with a minimum initial credit limit of \$300 and up to a maximum credit limit of \$1,500. Please note that if you qualify for a \$300 credit limit, you will have available credit of \$225 after applying the Annual Fee of \$75. Optional fees may further reduce this amount. Your outstanding balance of cash advances may not exceed 50% of your credit limit. We reserve the right to modify your credit limit from time to time. You agree not to engage in any Card transaction that would cause your outstanding balance to exceed your credit limit. At our sole discretion, we may authorize a Purchase which exceeds your Credit Limit or otherwise permit additional credit. Your current credit limit will appear on your monthly billing statement.

3. CREDIT LIMIT INCREASES: If you make all your payments on time for six months, pay substantially more than the minimum due each month, and meet certain other criteria, we may, in our sole discretion based on this and other information, increase your credit limit.

4. YOUR MONTHLY STATEMENT: Your Card Account will be on a monthly billing cycle. We will send you a statement whenever there is activity or a balance on your Card Account. The bottom portion of the statement will serve as your bill and should be returned with your payment. The upper portion of the statement itemizes your Card Account activity, including purchases, cash advances, other charges and payments posted during the billing period. You should retain the upper portion of your statement for future reference and as a receipt.

5. MINIMUM PAYMENTS: If you want to reduce additional interest charges, you should pay your New Balance in full by the payment due date. If you prefer, you can pay less than the full New Balance, but you must pay at least the Minimum Payment Due as shown on your statement. The Minimum Payment Due is the sum of (i) the greater of: \$30; 4% of your New Balance; or 1% of your New Balance plus the current billing cycle's Late Payment Fee and Interest Charges, plus (ii) any amount past due, plus (iii) any amount that your Card Account exceeds your assigned credit limit.

6. MAKING PAYMENTS: We reserve the right to apply payments made on your Card Account in our discretion. We will give you immediate credit for Card Account payments for

interest charge purposes, but we reserve the right to limit available credit resulting from any payment for up to ten days or until funds are collected. You may not maintain a credit balance on your Card Account. If you send a payment in excess of the full New Balance shown on your statement, we may, in our discretion, choose not to accept such payment and return the payment to you. In the alternative, we may apply such payment to your Card Account, in which case your Card Account may be temporarily suspended and subject to further review. To ensure prompt posting, payments should be sent to the address located on your statement. Your payments must be made in U.S. currency only (personal check, money order, cashier's check, or electronic funds transfer). Do not send cash through the mail as we will not be responsible for cash lost in the mail.

By making payment with a check, you are authorizing the use of the information on your check to make a one-time electronic debit (electronic presentment) from the account on which the check is drawn. This electronic debit, which may be posted to your account as early as the date your check is received, will be only for the amount of your check. If you have any questions regarding opting out of electronic presentment, call the customer service number at 1-888-883-9826. If your check is returned unpaid for insufficient or uncollected funds, we may also re-present your check electronically.

7. CALCULATION OF INTEREST CHARGES:

PURCHASES. The Interest Charge on Purchases is calculated using the average daily balance method, including new transactions. Under this method, the Interest Charge for a billing cycle is computed by applying the monthly Periodic Rate to the "average daily balance" of Purchases. The monthly Periodic Rate is calculated as set for in Section 8 below. To calculate the average daily balance, we take the beginning balance of Purchases on the Card Account each day, add any new Purchases (which may include interest charges and other fees and charges), and subtract any applicable payments and credits. This gives us the daily balance of purchases. At the end of each billing cycle, we add up all these daily balances and divide by the number of days in the billing cycle to determine the average daily balance of purchases for the billing cycle.

PAYING INTEREST ON PURCHASES. If you pay the New Balance shown on your prior month's periodic statement in full by the due date shown on the statement, you will have a grace period on purchases of 25 days (from the statement closing date to the payment due date) and can avoid periodic interest charges on current purchases by paying the New Balance shown on your current statement in full by the due date.

CASH ADVANCES. The Interest Charge on Cash Advances is calculated using the average daily balance method, including new advances. Under this method, the Interest Charge for a billing cycle is computed by applying the monthly Periodic Rate to the "average daily balance" of Cash Advances. The monthly Periodic Rate is calculated as set for in Section 8 below. To calculate the average daily balance, we take the beginning balance of Cash Advances on the Card Account each day, add any new Cash Advances, and subtract any applicable payments and credits. This gives us the daily balance of cash advances. At the end of each billing cycle, we add up all these daily balances and divide by the number of days in the billing cycle to determine the average daily balance of advances for the billing cycle.

PAYING INTEREST ON CASH ADVANCES. An Interest Charge on Cash Advances will be assessed from the date the advance is posted to the Card Account until the date the advance is paid in full. There is no "grace period" for cash advances.

8. PERIODIC RATE; ANNUAL PERCENTAGE RATE; MINIMUM INTEREST CHARGE:

PERIODIC RATE. To calculate Interest Charges, we multiply the average daily balance of Purchases and of Cash Advances by the applicable monthly Periodic Rate. The monthly Periodic Rate for Purchases and for Cash Advances is calculated by dividing the applicable Annual Percentage Rate disclosed below by 12. In any billing cycle when you are subject to an Interest Charge and the Interest Charge as computed above is less than \$1, you will be billed a Minimum Interest Charge of \$1.

PURCHASES. The monthly Periodic Rate for Purchases is 2.492%, which is equivalent to an Annual Percentage Rate for Purchases of 29.9%.

CASH ADVANCES. The monthly Periodic Rate for Cash Advances is 2.492%, which is equivalent to an Annual Percentage Rate for Cash Advances of 29.9%.

9. OTHER FEES AND CHARGES:

ANNUAL CARDHOLDER FEE. The Annual Cardholder Fee for your Card Account is \$75. This fee is imposed when your Card Account is opened and annually thereafter on approximately the anniversary date of your Card. This fee is billed directly to your Card Account. Except as

provided in Section 12 entitled "Refund Policy", or as otherwise required by applicable law, this fee is non-refundable, even if your Card Account is canceled for any reason during the year.

ADDITIONAL CARD FEE. If you request and we decide to grant an additional card for use by an authorized user, there is an annual Additional Card Fee of \$20 for each additional card.

CASH ADVANCE FEE. Each time you obtain a new cash advance, we will impose a transaction fee of 5% of the amount advanced or \$5, whichever amount is greater.

FOREIGN TRANSACTION FEE. If you conduct an international transaction using your Card Account, we may impose a Foreign Transaction Fee of 3% of the U.S. dollar amount of the transaction, regardless of whether the transaction was originally made in U.S. dollars or converted from a foreign currency.

LATE PAYMENT FEE. You will be charged a Late Payment Fee of up to \$27 in any billing period in which you fail to pay, by the Payment Due Date, at least the sum of (i) the greater of: \$30; 4% of your New Balance; or 1% of your New Balance plus the current billing cycle's Late Payment Fee and Periodic Interest Charges, plus (ii) any amount past due.

RETURNED PAYMENT FEE. If a check, electronic funds transfer, telephone authorized draft, or similar payment method submitted as payment is returned for any reason, a Returned Payment Fee of up to \$27 may be assessed to your Card Account.

REPLACEMENT CARD FEE. If your Card is lost or stolen and you request a replacement Card, a Replacement Card Fee of \$20 will be assessed.

RUSH DELIVERY FEE. If you request special, expedited processing for a replacement Card, we may impose a Rush Delivery Fee of \$18 to your Card Account to have your Card processed more quickly and sent to you by overnight delivery.

ACH AUTOPAY FEE. Each time we arrange, upon your request, a single payment on your Card Account by electronic funds transfer, telephone authorized draft, or similar payment method, we may charge an ACH Autopay Fee of \$5.

COPY FEE. If you request a duplicate copy of a monthly statement, a charge of \$5 per statement may be assessed to your Card Account.

10. OPTIONAL CORSELECT MEMBERSHIP: This optional program offers participants products and services from national retailers. The cost of this program is billed automatically to your Card Account each month. We do not require CorSelect membership as a condition to applying for or obtaining a Card.

11. CANCELLATION: The primary cardholder may cancel the Card Account at any time by notifying us in writing at the address on your monthly statement and returning all Cards issued on your Card Account, cut in half. Even after your Card Account is closed, you remain responsible for paying any amounts you owe on the Card Account according to the terms of this Agreement. We can suspend your Card Account privileges or cancel your Card Account at any time, with or without cause.

12. REFUND POLICY: You may cancel your Card Account by notifying us in writing within 30 days of receiving this Agreement and before making any additional charges to the Card (other than the fees disclosed in this Agreement). If you cancel your Card Account, we will refund to you or credit to your Card Account all fees and charges in connection with your Card Account, except the Rush Delivery Fee, which is non-refundable.

13. IF YOUR CARD IS REFUSED: We are not responsible if a merchant, a bank or an ATM refuses to honor your Card. Although you may have credit available, we may be unable to authorize credit for a particular transaction due to operational difficulties or mistakes. Transactions made above a certain dollar amount may require authorization before the transaction is approved. The number of transactions or the total dollar amount of authorizations you make in one day may be limited since we may limit the number of authorizations or the dollar amount of authorizations which may be given. These restrictions are for security reasons. As a result, we cannot explain the details of how our authorization system works. Neither we nor our agents will be responsible if authorization for a transaction is not given. If your Card Account is over-limit or delinquent, authorization of credit for transactions may be declined.

14. LOST OR STOLEN CARDS: You may be liable for unauthorized use of your Card. If your Card is lost or stolen or you suspect that someone is using your Card Account without your permission, you should immediately notify us. You can call toll free 1-888-883-9826. You can also notify us in writing at CorTrust Bank, N.A., P.O. Box 815909, Dallas, TX 75381-5909. Your maximum liability for unauthorized use will not exceed \$50. You will not be liable for any unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use.

In any event, your liability for unauthorized use will be nothing unless negligence, untimely reporting of the loss, or fraud is shown. If you allow someone to use your Card or make charges to your Card Account, you can terminate this user's authority by retrieving the Card and returning it to us. Until you do, you remain liable for any use by the authorized user.

15. FOREIGN CURRENCY TRANSACTIONS: If you make a transaction with your MASTERCARD® Account in a currency other than U.S. dollars, MASTERCARD® will convert the charge into a U.S. dollar amount using either (a) a rate selected by MASTERCARD® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MASTERCARD® receives, or (b) the government-mandated rate in effect for the applicable central processing date. The exchange rate used by MASTERCARD® for a particular transaction is the rate MASTERCARD® selects on the processing date and may differ from the rate on the date the transaction occurred or the rate on the date the transaction is posted to your Account. If you conduct an international transaction using your Account, we may impose a Foreign Transaction Fee as set forth in Section 9.

16. DEFAULT / ACCOUNT CLOSURE: If you exceed your assigned credit limit, fail to make any required payment, become insolvent, declare bankruptcy, die, violate any term of this Agreement, or provide false information to us, or, in our discretion, we deem the prospect of repayment of your Card Account to be in jeopardy for any reason, you will be in default. Upon your default, we shall have all remedies provided by law including, without limitation, the right to close or refuse to renew your Card Account, demand the return of your Card, declare your entire balance immediately due and payable, and initiate collection activity, all without prior notice or demand. To the extent permitted by applicable law, you must pay any collection costs, including reasonable attorney's fees, the costs of placing you on the Warning Bulletin, and the costs of confiscating your Card that we incur as a result of your default. No use of the Card will be authorized following default. We may also close your Card Account at any time and for any reason.

17. CARD OWNERSHIP AND ACCEPTANCE: Any Card issued to you remains our property, is not transferable and must be surrendered to us upon demand.

18. IRREGULAR PAYMENTS AND DELAY IN ENFORCEMENT, WAIVERS AND RELEASES: We can accept late payments, partial payments, checks, and money orders marked "paid in full" or language having the same effect without losing any of our rights under this Agreement. We can also delay enforcing our rights under this Agreement any number of times without losing them and can waive or delay enforcing a right against one of you without waiving or delaying it as to the other. No waiver by us of any default shall be effective unless in writing nor operate as a waiver of any other future default.

19. CHANGES IN AGREEMENT TERMS: We can change any term or provision of this Agreement, including the rate at which or manner in which interest charges are calculated, at any time upon such notice to you as required by law. At our option, any change will apply to both your new activity and to your outstanding balance when the change is effective. You will be deemed to have accepted the new terms if you use your Card after the effective date or if you fail to notify us in accordance with applicable law. For changes in the Agreement terms write to: CorTrust Bank, N.A., P.O. Box 7030, Mitchell, SD 57301.

20. GOVERNING LAW: This Agreement is entered into in the State of South Dakota where the decision to grant credit will be made. Therefore, this Agreement is governed by and should be interpreted in accordance with federal law, and to the extent not pre-empted, the laws of the State of South Dakota, regardless of your state of residence, and without reference to conflict of law provisions.

21. AUTHORIZED USER: If you request an authorized user, both you and the authorized user may obtain purchases and cash advances (but the total of these purchases and cash advances cannot exceed the credit limit). You and any authorized user are obligated, jointly and severally, for all charges, interest charges, and fees incurred by the authorized user, but we are not required to seek recovery from the authorized user before requiring payment by you. The authorized user may not close the Card Account. If we close the Card Account, we will notify you and the notice will be effective for both of you.

22. ILLEGAL AND GAMBLING TRANSACTIONS: Your Card cannot be used for illegal transactions. Use of your Card for gambling transactions (including obtaining cash advances for purposes of gambling), whether such transaction is legal or illegal, is prohibited.

23. ARBITRATION: PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. UNLESS YOU EXERCISE THE RIGHT TO OPT-OUT OF ARBITRA-

TION IN THE MANNER DESCRIBED BELOW, YOU AGREE THAT ANY DISPUTE WILL BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO HAVE A JURY, TO ENGAGE IN DISCOVERY (EXCEPT AS MAY BE PROVIDED IN THE ARBITRATION RULES), AND TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES. YOU ALSO AGREE ANY ARBITRATION WILL BE LIMITED TO THE DISPUTE BETWEEN YOU AND US AND WILL NOT BE PART OF A CLASS-WIDE OR CONSOLIDATED ARBITRATION PROCEEDING.

Agreement to Arbitrate. You and we agree that any Dispute, except as provided below, will be resolved by arbitration. This agreement is governed by the Federal Arbitration Act (FAA), 9 U.S.C.S. § 1 et seq. and the substantive law of the State of South Dakota (without applying its choice-of-law rules).

Arbitration Defined. "Arbitration" is a means of having an independent third party resolve a Dispute. A "Dispute" is any claim or controversy of any kind between you and us. The term Dispute is to be given its broadest possible meaning and includes, without limitation, all claims or demands (whether past, present, or future, including events that occurred prior to the opening of this Card Account and whether or not a credit card is issued), based on any legal or equitable theory (contract, tort, alleged regulatory violation, or otherwise) and regardless of the type of relief sought (i.e., money, injunctive relief, or declaratory relief). A Dispute includes, by way of example and without limitation, any claim based upon a federal or state constitution, statute, ordinance, regulation, or common law, and any issue concerning the validity, enforceability, or scope of this arbitration agreement.

For purposes of this arbitration provision, the terms "you" and "your" include any co-signer, co-obligor, guarantor, or authorized user and also your heirs, guardian, personal representative, or trustee in bankruptcy. The terms "we," "our," and "us" include our employees, officers, directors, members, managers, attorneys, affiliated companies, predecessors, and assigns, as well as our marketing, servicing, and collection representatives and agents.

Choice of Arbitrator. The party filing an arbitration must choose either of the following arbitration firms for initiating and pursuing an arbitration: the American Arbitration Association or JAMS (formerly known as Judicial Arbitration and Mediation Services, Inc.). If you claim you have a Dispute with us, but you do not initiate an arbitration or select an arbitrator, we may do so. You may obtain copies of the current rules of each of the arbitration firms and forms and instructions for initiating an arbitration by contacting them as follows:

American Arbitration Association
335 Madison Avenue, Floor 10
New York, NY 10017-4605
Website: www.adr.org
JAMS
1920 Main Street, Suite 300
Irvine, CA 92614
Website: www.jamsadr.com

The policies and procedures of the selected arbitration firm will apply provided that these are consistent with this arbitration agreement. To the extent the arbitration firm's rules or procedures are different than the terms of this arbitration agreement, the terms of this agreement will apply.

If neither arbitration firm listed in this agreement is available to resolve the Dispute, you and we may each select a local arbitrator. The local arbitrators selected by you and us shall then agree upon the selection of another arbitrator who will hear and resolve the Dispute. The arbitrator selected to resolve the Dispute must be an attorney with at least 10 years experience, retired judge, or arbitrator registered and in good standing with an arbitration association and arbitrate pursuant to such arbitrator's rules applicable to consumer disputes. Notwithstanding the foregoing, no party or local arbitrator may select an arbitrator who refuses to enforce an arbitration agreement containing a class-action waiver, because you and we have in this arbitration agreement waived any right to arbitrate a dispute on a class-action, representative-action, or consolidated basis.

What Arbitration Costs. If you initiate the arbitration, you will be responsible for the first \$50 of filing fees and other costs or fees, and we will pay the balance of the filing fee and any costs or fees charged by the arbitrator above the first \$50. If you cannot afford to pay the first \$50, we may pay this in our discretion. If we initiate the arbitration, we will pay the filing fee and any