Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	**29.9%**
APR for Cash Advances	**29.9%**
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 you interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	If you are charged interest, the charge will be no less than $1.00.
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at **http://www.federalreserve.gov/creditcard**

Fees	
Set-up and Maintenance Fees	NOTICE: Some of these set-up and maintenance fees will be assessed before you begin using your card and will reduce the amount of credit you initially have available. For example, if you are assigned the minimum credit limit of $300, your initial available credit will be only about $225 (or about $205 if you choose to have an authorized user).
Annual Fee	**$75**
Authorized User Fee	**$20** annually (if applicable)
Transaction Fees	
Cash Advance	**3%** of each advance or a minimum of **$5**, whichever is greater.
Penalty Fees	
Late Payment	Up to **$29**
Returned Payment	Up to **$29**

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)."

Legacy Visa Credit Card Terms and Conditions

Important Information: Please take the time to read and save.

PRESCREEN & OPT-OUT NOTICE: You were selected for this "prescreened" offer of credit because the credit bureau gave us your name and address and indicated that you met our minimum credit criteria (the way you maintain your other credit cards and/or loans). If you do not want to be included on marketing lists you can tell the credit bureaus to stop using your credit information for this purpose. To make this request, you need to notify the credit bureaus at: Experian Target Marketing, P.O. Box 919, 701 Experian Parkway, B2, Allen, TX 75013; Equifax Options, P.O. Box 740123, Atlanta, GA 30374-0123; Trans Union Opt-Out Request, P.O. Box 505, Woodlyn, PA, 19094-0505, or call 1-888-567-8688.

Conditions Of This Pre-Approved Offer: You must: **1) be a resident of the United States, 2) complete and return the application on or before the REPLY BY DATE printed on the application; 3) continue to meet our minimum credit criteria; 4) provide information on your application that can confirm your income, employment, and that you are 18 years old or older; 5) meet our debt – to – income requirements; and 6) NOT have any other credit card issued by First National Credit Card.**

Important Information About Procedures For Opening a New Account: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you.

Qualify For Future Unsecured Credit: Initially, you will be issued a Visa® with at least a $300 credit limit, up to a maximum of $1,500. If you make all your payments on time, plus pay more than the minimum due each month you may be eligible to receive future credit limit increases. This allows you to increase your credit limit by establishing a good credit history with us.

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.firstnationalcc.com.

Electronic Communication: By providing your email address, you are authorizing us to communicate with you at this email address.
Authorization / Notices: By filling out and submitting the application, you are requesting credit from us. You confirm that all information you provide to us is true and correct.
Credit Reports: By responding to the credit card offer, you are authorizing us to obtain credit reports about you, both now and in the future, for any legitimate business purpose associated with the Account or request for an Account, including but not limited to reviewing, modifying, renewing or collection on your Account. We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected on your credit report. You and each Authorized User agree that we may report account information to credit reporting agencies in the names of both you and the Authorized User.

Optional PREMIUM Club Membership: This optional program offers participants products and services by national retailers in addition to added card protection and services. The cost of this program is $4.95 per month and is included on your billing statement. If after receiving the contents of the welcome kit you are not satisfied, return the entire membership materials along with a written explanation requesting your cancellation. All cancellations must be in writing and received within 30 days after the kit is mailed. Using

the services, products or discounts of the PREMIUM Club signifies your acceptance of the membership and associated enrollment fee. This program is offered and administered by Capital Enhancement Services, LLC. The PREMIUM Club is a service mark of Capital Enhancement Services, LLC. All rights reserved. ©Copyright 2006, Capital Enhancement Services, LLC.

Optional Payment Protection Plan Disclosure Terms: Payment Protection Plan is an optional program offered by First National Bank to eligible credit card members. Whether or not you purchase Payment Protection Plan will not affect your application for credit or the terms of any existing credit agreement you have with the Bank.
Benefits are limited to the minimum monthly payments as of your date of unemployment, disability or hospitalization up to a maximum of $5000, or your balance as of your date of death up to a maximum of $5000. You must be enrolled in Payment Protection Plan for at least 30 days before your loss occurs. While receiving benefits, you will be unable to make any new charges or cash advances on your credit card. Hospitalization benefit covers one minimum monthly payment per event. Unemployment and disability benefits cover your minimum monthly payment up to 6 months per event. There is a 120 day wait period between qualified events.
Upon enrollment, we will give you additional information including an Addendum to your First National Bank Credit Card Contract that fully describes the program's features and benefits. Please read it carefully for a full explanation of terms including eligibility requirements, conditions and exclusions that could prevent you from receiving benefits and defines your cancellation rights. Some of the exclusions include pre-existing condition limitations for 12 months after enrollment. Disability protection excludes normal pregnancy or childbirth. To qualify for unemployment and disability protection, you must work at least 30 hours per week for at least 6 months.
You may cancel your protection at any time and if you cancel within the first 30 days, any fees charged will be refunded. First National Bank may cancel the Payment Protection Plan at any time including, but not limited to, the Account is in default, discharged or terminated, or you have received the $5000 maximum benefit. Your monthly cost is $.89 per $100 of outstanding balance. Payment Protection Plan fees will be automatically charged to your account each month. The amount of protection under this Contract has limits and may not cancel your entire balance or entire monthly payment. You are responsible for any amounts past due or over credit limit amounts before your loss date.

Legacy Visa Credit Card Contract and Initial Disclosure Statement

Please read this Contract carefully. The use of your Visa credit account is governed by this Credit Card Contract and Initial Disclosure Statement ("Contract").

1. **Definitions:** In the Contract, "Bank," "we," "our" and "us" refer to First National Credit Card, a division of First National Bank (Ft. Pierre, SD) and we are the creditor named in the application you signed. "You," "your" and "applicant" are the person(s) who applied to us for the Credit Account. Other defined terms in this Contract include:
   A. **"Active Account"** means the Account is not closed. Accounts suspended by us are considered active accounts.
   B. **"Authorized User"** means any person you authorize to use the Card or your Credit Account to obtain credit.
   C. **"Average Daily Balance"** has the meaning described in paragraph 11.
   D. **"Billing Cycle"** means a billing period of approximately one month, beginning on or about the same day of each month. We reserve the right to change the timing of the Billing Cycle at any time.
   E. **"Card"** means the plastic credit card(s) we have issued to you under this Contract.
   F. **"Cash Advances"** means credit you or an Authorized User obtain on your Credit Account by presenting the Card (or any other credit device we supply you) to any financial institution to obtain cash, making a transfer from your account to any other deposit or loan account or by using the Card at an authorized merchant or automated teller machine ("ATM") or other device available for the purpose of obtaining cash.
   G. **"Closing Date"** means the last day of any Billing Cycle.
   H. **"Contract"** means the terms and conditions outlined in this Contract that governs the use of your Credit Account and Card.
   I. **"Credit Account"** or "Account" means the credit card account we open for you which is used to record transaction activity made by you when you access or otherwise utilize the line of credit we extend to you.
   J. **"Credit Limit"** means the maximum amount of credit which may be outstanding at any time on the Credit Account.
   K. **"Minimum Payment"** has the meaning described in paragraph 7.
   L. **"New Balance"** means the outstanding balance on your Credit Account at the end of any Billing Cycle. The New Balance is the sum of the Previous Balance (the ending balance on your last statement) less payments and credits, plus new Purchases and new Cash Advances and our charges posted during the Billing Cycle.
   M. **"Payment Due Date"** has the meaning described in paragraph 5.
   N. **"PIN"** means the Personal Identification Number which may be assigned to your Credit Account.
   O. **"Posting Date"** means the date that the charge was debited or credited to your Account.
   P. **"Purchase"** means credit you or an Authorized User obtain on the Account when the Card or Account number is presented to a merchant to purchase goods or services.
   Q. **"Statement"** means a statement of your Account which we send at the end of any Billing Cycle in which we owe you or you owe us more than $1.00, or any charge, payment, credit, Cash Advance or Purchase to your Account has occurred.
   R. **"Transaction Date"** means the date the goods or services were purchased or the date the Cash Advance was made.
2. **Your Responsibility for the Account:** You are responsible for all amounts owed on your Account, whether it is used by you or by an Authorized User, and you agree to pay such amounts according to the terms of this Contract. We expect that you will retain control over the Card and its use, not allowing any other person to use the Card. In the event you allow another person to use the Card, you will be liable to us for such usage. We extend purchase credit to you on your Account when we pay the merchant on your behalf for the transaction.
   At your request, we may issue an additional Card with your Account number in the name of an Authorized User. You agree to be obligated for all purchases, cash advances, interest and other fees resulting from the Authorized User's use of the Account. The Authorized User will also be responsible for all purchases, cash advances, interest and other fees resulting from their use of the Account, but we are not required to seek recovery from the Authorized User before requiring payment from you. If you decide to terminate an Authorized User's use of the Account, we must receive written notice from you, together with the return of the Card issued to the Authorized User (cut in half). You remain responsible for all charge activity made until we receive notification.
   Each person receiving a Card agrees to sign the Card. Cards are not transferable and should not be given to anyone else to

use. Additional people who desire an account should apply for their own account. You may apply for an additional Card for Authorized Users. The Cards are issued by us and you agree to surrender the Cards to us upon our demand. You also agree to notify us immediately if the Card is lost or stolen or you suspect unauthorized use of the Card.

You promise to pay us all sums you owe on your Credit Account, along with our Interest and other charges, in accordance with this Contract.

3. **Using your Account to Obtain Credit:** We reserve the right, in our sole discretion, to limit the use, amount, frequency, or number of transactions you can make on the Card, including limiting your use of the Card at ATMs. You can use the Card and your Account to make Purchases and obtain Cash Advances as long as you do not exceed your Credit Limit and your Account is not closed, suspended, or exceeds authorization limits. When you receive your Card, you may be assigned a PIN. If a PIN is assigned to you, you can obtain a Cash Advance at any authorized ATM by using the Card and PIN. A Cash Advance must be greater or equal to $20.00 to be approved. Your Card cannot be used for illegal transactions.
4. **Your Credit Limit:** Your Credit Limit appears on the Card Carrier and on your Statements. You may not exceed your Credit Limit at any time. However, if we choose to permit you to obtain additional credit, we may require that you pay us any amount over your Credit Limit immediately upon demand rather than in monthly installments and we may suspend your Account privileges or cancel your Account as described in Paragraph 26.
5. **Monthly Billing Statements:** We will send you a monthly Statement at the end of each billing period. The Statements will reflect the account activity and our charges during the Billing Cycle. They will also show your Minimum Payment and the Payment Due Date, which is the date we must receive at least the Minimum Payment. If there are more than one of you living at different addresses, we will send the Statements only to the person named as the "Applicant" on the application.
6. **Payments:** Payments will be credited as of the date of receipt if they are received at the address on the payment stub. We may accept late payments or partial payments or checks and money orders marked "payment in full" or similar language, without losing any of our rights under this Contract to receive payment in full. Payments should not be made by postdated check. If we receive payment by postdated check, we may deposit it and shall have no liability if it is posted prior to the date that appears on the check. We reserve the right to limit available credit resulting from any payment for up to thirty (30) days. However, for security purposes, we may hold a payment longer. By sending your check, please be aware that you are authorizing us to use the information on your check to make a one-time electronic debit from your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check; no additional amount will be added to the amount. Please contact the Customer Service Department at the telephone number on your Statement to learn about other payment options if you prefer to not have your check used in this way. In the event that your check is returned unpaid for insufficient or uncollected funds, we may represent your check electronically. In the ordinary course of business, your check will not be provided to you with your bank statement, but a copy can be retrieved by contacting your financial institution.
7. **Minimum Payment:** You may pay your entire balance at any time, without penalty. Whenever a balance is due, you must pay us at least the Minimum Payment each month. The Minimum Payment is the sum of (i) the Monthly Payment plus (ii) all past due Monthly Payment amounts plus (iii) any amount your Account exceeds the Credit Limit. The Monthly Payment is the greater of: $30.00; 4% of your balance or Current Cycle's Interest, Late Payment Fee, and 1% of the balance. If your New Balance is less than the Minimum Payment, the New Balance is due in full. We must receive your payment on or before the Payment Due Date shown on the Statement. The Payment Due Date will be twenty-five (25) days from the Closing Date.
8. **Applying your Payments:** In general, the payment will be applied in the following order: Unpaid Interest, Unpaid Fees and other Charges; and then principal balance. Payments applied to the principal balance will first be paid to balances at the highest Annual Percentage Rate (APR) and then to balances at lower APR's.
9. **Payment Methods:** All payments must be made in U.S. dollars and drawn on a financial institution located in the United States. Payments should be made payable to First National Visa Credit Card. Do not send cash through the mail. Payments made through the mail in the form of cash or third-party checks may not be accepted.
10. **When Interest is Imposed:** Interest will be imposed on Purchases only if you elect not to pay the entire New Balance shown on your Statement by the Payment Due Date. For Cash Advances, Interest is imposed from the date the Cash Advance is made until it is paid in full and there is no grace period in which you may repay a Cash Advance to avoid Interest.
11. **Average Daily Balance:** We start with the Previous Balance and add purchases and cash advances as of their post dates and fees and charges as of the transaction dates. We subtract payments and credits as of their post dates. Then we add the daily balances and divide by the number of days in the Billing Cycle. To calculate the interest, we multiply the Average Daily Balance by the Monthly Periodic Rate. The Monthly Periodic Rate is calculated by dividing the Annual Percentage Rate disclosed in the "Interest Rates and Interest Charges" table in this Contract by 12 (months). In any Billing Cycle when you are subject to Interest and the Interest as computed above is less than the minimum Interest as indicated in the "Interest Rates and Interest Charges" table on the back of the application, you will be billed the minimum Interest.
12. **Account Fees:** Please see the "Fees" table on the back of the application for the amounts of charges applicable to your Account. Your account terms may or may not include all charges listed below. You agree to pay us the following other Fees, each of which will be billed to your Account as a Purchase and will accrue Interest:
    a. Annual Fee: We may impose an Annual Fee on your Credit Account. The Annual Fee will be charged on the first Billing Cycle and in about the same Billing Cycle of each following year.
    b. Cash Advance Fee: We charge a Cash Advance Fee for each Cash Advance taken on your Account through either an ATM, bank withdrawal or other means provided.
    c. Late Payment Fee: In every billing period in which your payment is not received by the payment due date, you will be charged a Late Payment Fee.
    d. Returned Payment Fee: If any check or other payment instrument is not honored for any reason by the institution on which it was drawn, we will impose a Returned Payment Fee.
    e. Authorized User Fee: We will charge a one-time fee if you request an Authorized User on your account.
13. **Other Fees:** You agree to pay us the following other Fees, each of which will be billed to your Account as a Purchase and will accrue Interest:
    a. Express Delivery Fee: We will charge a $25.00 fee for the express delivery of your Card sent priority two (2) day courier.
    b. Expedited Payment Fee: We will charge a $9.00 fee if you speak with a service representative and request that we expedite your payment by withdrawing funds from your checking or savings account to make a payment on your Account. We will process your request and post an Expedited Payment Fee to your Account.

c. Additional Card Fee: If you authorize us to issue additional Cards on the Credit Account for you or for other Authorized Users, there is an Additional Card Fee imposed annually.
d. Copying Fee: We will charge a one-time $5.00 per item fee if you request a duplicate of any sales draft, statement or other document. We will charge you for each copy we provide.
e. Due Date Change Fee: We will charge $10.00 if you request a change in your payment due date.
f. Replacement Card Fee: We will charge $5.00 to replace your credit card.

14. **Lost or Stolen Cards:** If your Card is lost or stolen, or if you believe that it is being used without your permission, you must notify us at (888) 883-9824, which is available 24 hours a day. You should also follow up in writing. You should not use the Account or Card after you have notified us. You will not be liable for any unauthorized use that occurs after you notify us of the loss, theft or possible unauthorized use.

15. **ARBITRATION: PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. YOU AGREE THAT ANY DISPUTE WILL BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT 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.**

a. Agreement to Arbitrate: You and we agree that any Dispute will be resolved by Arbitration. This agreement is governed by the Federal Arbitration Act (FAA), 9 USCS § 1 et seq. and the substantive law of the State of South Dakota.
b. Definitions: Arbitration is a means of having an independent third party resolve a Dispute. A "Dispute" is any controversy or claim 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 Account), based on any legal or equitable theory (tort, contract 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 federal or state constitution, statute, ordinance, regulation, or common law, and any issue concerning the validity, enforceability or scope of this arbitration agreement. The term "you" includes any cosigner, co-obligor, guarantor, joint user or Authorized User and also your heirs, guardian, personal representative or trustee in bankruptcy. The term "us" includes our employees, officers, directors, attorneys, affiliated companies, predecessors and assigns, as well as our marketing, servicing and collection representatives and agents.
c. Selection of Arbitrator. If a Dispute arises, the party asserting the claim or defense must initiate arbitration, provided you or we may first try to resolve the matter informally or through customary business methods, including collection activity. The party filing an arbitration may initiate and pursue the matter with the American Arbitration Association ("AAA") or we may agree upon a different arbitrator described below. If you claim you have a Dispute with us, but do not initiate an arbitration or select an arbitrator, we may do so. You may obtain copies of the current rules of AAA 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

The policies and procedures of the arbitrator will apply provided that they are consistent with this arbitration agreement. To the extent the arbitrator's rules or procedures are different than the terms of this arbitration agreement, the terms of this agreement shall apply. If the AAA is not available to adjudicate the matter, or if the AAA is not convenient or acceptable to you, you and we may agree on one or more neutral arbitrators. If you and we cannot agree on arbitrator(s), an arbitrator will be appointed by a court with jurisdiction over the matter pursuant to the FAA.
d. Cost of Arbitration: We will pay the filing fee and any costs or fees charged by the arbitrator regardless of whether you or we initiate the arbitration. Except where otherwise provided by applicable law, each party will be responsible for its own attorneys' fees and other expenses. Unless prohibited by law, the arbitrator may award fees, costs and reasonable attorneys' fees to the party who substantially prevails in the arbitration.
e. Place of Arbitration: Unless you and we agree to a different location, the arbitration will be held in the same city as the U.S. District Court closest to your then-current mailing address. The arbitrator may decide the matter based upon written submissions by the parties if permitted under the arbitration rules.
f. 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. 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. If an arbitration firm or arbitrator fails or refuses to enforce the waiver of class-wide arbitration, then the Dispute will proceed in court. 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 such court refuses to enforce the class-wide arbitration waiver, then it is agreed the Dispute will proceed in court rather than arbitration.
g. Review of Arbitration Award. The arbitrator shall apply applicable federal and South Dakota substantive law and the terms of your agreements with us. The arbitrator shall make written findings and the arbitrator's award may be filed with any court having jurisdiction. The arbitration award shall be supported by substantial evidence and must be consistent with your agreements with us and applicable law or may be set aside by a court upon judicial review.
h. Other Provisions: If any portion of this arbitration agreement is subsequently deemed unenforceable, the enforceability of any other provision of this agreement shall not be affected and the unenforceable term shall be amended such that it is enforceable to the maximum extent permitted by law provided that if a class action litigation or a class-wide arbitration is permitted for any reason, either party may require that the entire Dispute be heard by a Judge, sitting without a jury, under applicable court rules and procedures. This arbitration provision shall survive: (i) termination or changes in your agreements with us, the Account, or the relationship between you and us concerning the Account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of the Account, or any amounts owed on the Account, to any other person or entity.
i. Right to Opt-Out: If you do not wish to agree to arbitrate all Disputes with us, you must advise us in writing at the following address within thirty (30) days of our mailing this agreement to you at the most recent mailing address we have for you: First National Credit Card, PO Box 5097, Sioux Falls, SD 57117-5097.

16. **If Your Card is Refused:** We are not responsible, and have no liability, if a merchant, a financial institution, an ATM or any third party refuses to honor your Card or accept a transaction on your Account. Although you may have the credit available, we may be unable to authorize credit due to operational difficulties or mistakes. The number of transactions you make, or transactions above a certain dollar amount, may require authorization before the transaction is approved. Neither we nor our agents will be responsible or have any liability if authorization for a transaction is not given. If your Account is over limit or delinquent, authorization of credit for transactions may be declined. All transactions, even those for which we have provided you with a receipt, are subject to our final verification.
17. **Cardholder Privacy:** We will provide you with a complete Privacy Notice on an annual basis. We may from time to time, review your credit, employment and income records. Your telephone calls with our service representatives may be recorded and may be listened to in order to evaluate the quality of service we provide to you. We may use automated telephone equipment or pre-recorded telephone calls to contact you about your Account. We may offer a variety of methods by which you can obtain information about your Account. Security measures cannot insure against unauthorized inquiries. You agree that we will not be responsible for the release of information to anyone who has gained possession of a Card or Identification Number, Credit Account Number or Social Security Number.
18. **Calls and Text Messages to Your Cellular Phone:** If you provide us with your cellular phone number or contact us from your cellular phone, you are providing this phone number for us, our affiliates or any third party acting on our behalf to contact you at this number. You agree that we may use this phone number to contact you for any business purpose related to your account and you agree to be responsible for any fees or charges you incur as a result of providing this information. You may request this number not be used. We may offer options for text messages or other electronic communications that may be received or accessed from your cellular phone and you agree that by enrolling in these services, you understand and agree to be responsible for any fees or charges you incur as a result of this enrollment.
19. **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: First National Credit Card, PO Box 5097, Sioux Falls, SD 57117-5097. In your letter, give us the following information: Your name and account number; the dollar amount of the suspected error; a description of the 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; 1) Within 60 days after the error appeared on your statement and 2) If you have enrolled in automatic payment, at least 3 business days before the 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.
    When we receive your letter, we must do two things: 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. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.
    While we investigate whether or not there has been an error: We cannot try to collect the amount in question, or report you as delinquent on that amount. The charge in question may remain on your statement, and we may continue to charge you interest on that amount. While you do not have to pay the amount in question, you are responsible for the remainder of your balance. We can apply any unpaid amount against your credit limit.
    After we finish our investigation, one of two things will happen: If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount. If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe. If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we do not follow all of the rules above, you do not have to pay the first $50 of the amount you question even if your bill is correct.
    Your Rights If You Are Dissatisfied With Your Credit Card Purchases: If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true: 1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $50. (Note: These limitations do not apply if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.) 2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify. 3. You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: First National Credit Card, PO Box 5097, Sioux Falls, SD 57117-5097. 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.
20. **Delay in Enforcement:** We can delay enforcing or fail to enforce any of our rights under this Contract without losing them.
21. **Credit Reports:** By responding to the credit card offer, you are authorizing us to obtain credit reports about you, both now and in the future, for any legitimate business purpose associated with the Account or request for an Account, including but not limited to reviewing, modifying, renewing or collection on your Account. 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. You and each Authorized User agree that we may report account information to credit reporting agencies in the names of both you and the Authorized User.
22. **Change in Terms of your Credit Account:** We may change any term of this Contract at any time upon such notice to you as is required by law. For example, we may change your Account Number or the Minimum Payment, add new charges or fees, change the Annual Percentage Rate, or change the method of computing the balance upon which we impose our charges. We may also make other changes. The change in terms will apply to existing balances and new transactions on your Account if permitted by law. If you notify us in writing that you intend to terminate your credit privileges on your Account, you agree to abide by the terms of this Contract as in effect prior to the changes and not use your Card. You will have the remainder of the time under this Contract to pay all sums owed to us in accordance with the Contract terms, and Interest and Fees will accrue. To avoid additional Interest and Fees on your Account, you may pay your Account in full. In either case, you agree to return the Card(s) to us on or before such effective date of the change in terms.

23. **Law Governing this Contract:** This Contract is entered into in the State of South Dakota where the decision to grant credit will be made. Therefore, this Contract will be governed by the laws of the State of South Dakota applicable to contracts, and by applicable Federal law, as well as all rules, regulations, orders and interpretations promulgated under such laws to the extent applicable to your Credit Account.
24. **Severability:** If any provision of this Contract is invalid or unenforceable under any law, rule or regulation, it shall not affect the validity or enforceability of any other provision of this Contract.
25. **Default:** You will be in default of this Contract if any of the following occur:
    a. If you do not make a Minimum Payment on your Account on or before the Payment Due Date;
    b. If you die or become legally incompetent;
    c. If you become insolvent or bankrupt;
    d. If you exceed or attempt to exceed your Credit Limit;
    e. If you provide us with or have provided us with false or misleading information or signatures at any time;
    f. If you fail to comply with this Contract;
    g. If you fail to make any payment or perform any promise in any agreement or obligation you have with us;
    h. If any judgment, lien, attachment or execution is issued against you or your property;
    i. If you request an excessive number of replacement Cards; or
    j. We reasonably deem the prospect of repayment of your Account to be in jeopardy for any reason.

    If you are in default, we may immediately terminate the credit privileges on your Account. We need not give you notice of termination. We may also demand that you immediately pay us all sums owing on your Account, including all unpaid Interest, Fees and all other charges.

    We may also demand that you cut the Card(s) for the Account in half and return it to us. Although we may have declared your Account in default, you agree to pay us Interest at the rates provided in this Contract until all sums you owe us are paid in full, even if we have demanded that you make immediate payment in full. If your Account is in default and you attempt to make Purchases and/or obtain Cash Advances, we have the right to use any legal means we deem necessary to recover the Card(s) from you, including, but not limited to, listing your Credit Account in warning bulletins and offering rewards for the return of the Card(s). If we waive a default, we do not waive the right to declare the same or another event occurring later as a default of your Account.
26. **Cancellation:** You may cancel your Account at any time by notifying us in writing at the address on your monthly Statement and returning all Cards issued on your Account (cut in half). Even after your Account is closed, you remain responsible for paying any amounts you owe on the Account according to the terms of this Contract. We can suspend your Account privileges or cancel your Account at any time, for any reason. We will notify you after we do so, unless you are in default at that time. We will have no obligation to notify you prior to suspending your charging privileges or cancelling your Account. You promise that any amounts which you owe us at the time of termination, plus any additional interest and other charges that will continue to be imposed, will be repaid according to this Contract. If you cancel your Account within 30 days after the Contract is first mailed to you and if you have not used your Account for any Purchase or Cash Advance at any time, all initial fees billed to your Account will be credited back to your Account.
27. **Our Property:** Each Card that we issue on your Account must be signed by the person named on it. You agree to surrender the Card upon demand by us or our agents.
28. **Collection Costs:** Unless prohibited by applicable law, if we start collection proceedings to recover amounts you owe us by reason of this Contract, you agree to pay reasonable attorney's fees and other collection costs.
29. **Headings:** The headings used in this Contract are for the convenience of reference only and are not intended in any way to define or describe the scope or intent of any provision of this Contract.
30. **State Restrictions:**
    a. **California Residents:** A married applicant may apply for a separate account. As required by law, you are hereby notified that negative credit reporting 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 Account up to the limit of the Account. Each applicant may be liable for amounts extended under the plan to any joint applicant.
    b. **Kentucky Residents:** You may pay the unpaid balance of your Account in whole or in part at any time.
    c. **Maine Residents:** Payment Protection provided herein is voluntary and you have the right to cancel such protection at any time.
    d. **New York Residents:** Consumer reports may be requested in connection with the processing of the application and any resulting account. Upon your request, we will inform you of the names and addresses of any consumer reporting agencies which have provided us with such reports. New York residents may contact the New York State Banking Department to obtain a comparative list of credit card rates, fees and grace periods. New York State Banking Department 1-800-518-8866.
    e. **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.