

5Star Bank Visa® and MasterCard® Credit Card Disclosures

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	2.9% for the first 6 billing cycles, after that 9.9%- 18.9%* *See explanation below
APR for Balance Transfers	2.9% for the first 6 billing cycles, after that 9.9%-18.9%* *See explanation below
APR for Cash Advances	12.9% -19.9%* *See explanation below
Penalty APR and When it Applies	None
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances on the transaction date and on balance transfers on the date posted to your account.
Minimum Interest	None
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 Federal Reserve Board's website at http://www.federalreserve.gov/creditcard .

Fees	
Annual Fee	None
Transaction Fees	<ul style="list-style-type: none"> • Balance Transfer \$5 or 3% of the amount of each transfer, whichever is greater (maximum fee: \$35) • Cash Advance \$5 or 3% of the amount of each cash advance, whichever is greater • Foreign Transaction 1% of each transaction in U. S. dollars
Penalty Fees	<ul style="list-style-type: none"> • Late Payment \$20 • Over-the-Credit Limit None • Returned Payment \$20

*Your APR for Purchases, Balance Transfers and Cash Advances will be determined when your account is opened based on our review of your credit report and verification of your credit responsibility. See your Approval Letter for the APRs for your Account.

How We Will Calculate Your Balance: We use a method called “average daily balance (including new purchases).” See your Customer Agreement for more details.

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

5STAR VISA®/MasterCard®

CUSTOMER AGREEMENT

1. 5Star VISA and MasterCard credit cards are issued by 5Star Bank, Colorado Springs, Colorado. This Agreement contains the terms and conditions governing VISA or MasterCard credit cards issued by 5Star Bank and consists of 10 pages: This document, together with the 5Star Bank Visa and MasterCard Credit Card Disclosures and the Approval Letter previously sent to you. You should retain this document, the Credit Card Disclosures and the Approval Letter with your records.
2. In this Agreement, “you” and “your” refer to the customer and mean each person who has signed an application for a 5Star credit card Account, whether as an individual user or a joint user. “You” and “your” also refer to the customer who has signed a 5Star Card or VISA or MasterCard sales draft or Cash Advance request as an authorized signer. “We”, “us”, “our” and “Bank” refer to 5Star Bank. “Account” means a 5Star VISA or MasterCard Account established for you by us under the terms of this Agreement. “Card” means any VISA or MasterCard card(s) issued to you by us, or other single credit device used from time to time upon presentation to obtain money, property or services on credit; “card” is implied when you obtain credit by using your Account number without using the Card. If more than one person has signed an application for an Account, this Agreement applies equally to each signer.
3. You agree that this Agreement becomes effective upon the approval and opening of your Account by the Bank in Colorado. If you do not use your Account, you may cancel it by cutting your Cards in half and returning them to us.
4. By signing, using, or allowing someone else to use your Account, you accept the terms of this Agreement.
5. You agree to sign your Card immediately upon receipt and to notify us promptly if your Card is lost or stolen.
6. We issue credit cards at your request for your use alone but they are our property. We may renew your Card(s) from time to time. We may cancel or revoke credit privileges at any time with or without cause and without changing your liability for credit we have already extended to you. You agree to deliver all Card(s) bearing your Account number to us or to our agent upon our demand. We may issue you a different Card at any time.
7. You authorize us to charge to your Account all Purchases and all Cash Advances obtained with your Account number. We agree to advance amounts necessary to pay for all legal Purchases and Cash Advances, provided you are not past due or in default, you will not exceed your Credit Limit as a result of the transaction, and you abide by the terms of this Agreement in all respects. You agree that your Card and Account number will not be used for any illegal transaction.
Convenience Checks and Balance Transfers. From time to time, we may offer Cash Advance Convenience Checks and Balance Transfer opportunities to you. Convenience Checks and Balance Transfer Advances are processed to your Account as a Cash Advance.
 - Checks will not be honored for an amount which exceeds your available line of credit.
 - Please notify us immediately if these checks are lost or misplaced.

8. Each of you, jointly and severally, promise to pay 5Star Bank, or our order, all amounts charged to your Account incurred through the authorized use of your Account number or with your Card(s), plus all interest charges imposed on those amounts until paid in full, and all other charges and fees which you incur under the terms of this Agreement.
9. You agree that "authorized use" means any Purchase, Cash Advance, mail order or other credit incurred by the use of your credit card(s) and/or your Account number, whether such use is by you or by any other person whom you allow to use the Card or Account number, regardless of the benefit of use.
10. **Payments:** Payments on your Account are due and payable monthly, and must be made to 5Star Bank at the address shown on the monthly billing statement for your Account on or before the due date shown on the monthly billing statement. You may prepay any or all of the amounts you owe at any time, but you must pay at least the minimum monthly payment on or before the due date shown. The minimum monthly payment which is required is (a) 3.0% of the New Balance of your Account, plus any prior unpaid minimum payment and any amount in excess of your credit limit, or (b) \$20, whichever is greater. The minimum monthly payment will always be at least \$20, unless your New Balance is less than \$20, in which event the entire New Balance will be due in full. The New Balance for your Account each month will be equal to the total amount you owe the Bank on the statement closing date including all Purchases, Cash Advances, interest charges, and all other fees and charges you have incurred, after the application of any payment or credits to your Account which were posted on or prior to the statement closing date.

Only checks that are made payable to 5Star Bank or 5Star BankCard Center, in U.S. Dollars as indicated on your monthly statement will be accepted for payment. You may not use Convenience Checks that access your Account to make payments on your Account. Checks you have received from another party should not be endorsed over to us. That is, we will not serve as a second endorser.

If you make payment with a check, money order, or other type of instrument marked "Payment in Full" or other language indicating satisfaction of indebtedness, we are not bound by such language and do not waive any rights under this Agreement. Where full payment of any indebtedness owing under this Agreement is not made, satisfaction of indebtedness shall occur only pursuant to a written agreement signed by an authorized employee of the Bank. Communications regarding disputed balances, including checks or other instruments marked "Payment in Full" must be sent to 5Star Credit Card Services, Attn: Customer Service Supervisor, P. O. Box 35460, Colorado Springs, CO 80935-3546.

When you provide a check as a payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. We can collect your payment electronically by sending the check number, check amount, account and routing numbers to your bank. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Please call 1-888-277-0444 if you do not want your check processed this way.

You may use our optional services to make payments electronically through our website or our Customer Service representatives. We may impose a fee for payments made by speaking to our Customer Service representatives; we will advise you of the fee for the use of these payment services before you use them.

11. **Paying Interest; How to Avoid Paying Interest:** Your payment due date will be at least 25 days after the closing date of each billing cycle. There is a 25 day grace period for Purchases, but not for Cash Advances or Balance Transfers. You can avoid INTEREST CHARGES on Purchases if you pay the total New Balance shown on the front of your billing statement by the Payment Due Date shown on the statement. We will begin charging interest on Cash Advances on the day each advance is made. We begin charging interest on Balance Transfer Advances and Convenience Checks on the day the transaction is posted to your Account. If you have a balance other than a purchase balance and the other balance carries a higher periodic interest rate, you may not be able to avoid periodic interest charges on new purchases if you do not pay your balance in full each month, because allocation of payments over the minimum payment will be applied first to the balance with the highest periodic interest rate.
12. **Periodic Interest Charge Calculation:** Interest Charges are computed for Purchases and Cash Advances in the following manner and your total Interest Charges for a Billing Cycle is the sum of all the Interest Charges computed.
 - (a) Purchases - Balance Subject to Interest Rate: The balance method for Purchases is the "Average Daily Balance" method (including current transactions).

We figure the **INTEREST CHARGE** on your Account by applying the Monthly Periodic Rate to the "Average Daily Balance" of your Account (including current transactions). Purchases are added to your Account on the date of purchase, or the first day of the next Billing Cycle if received too late to post in the Billing Cycle in which the purchase occurred. To get the "Average Daily Balance" for Purchases, we take the beginning balance of Purchases for your Account each day, excluding any unpaid interest charges, late charges, cash advance fees or returned check fees, add any new purchases, and subtract any applicable portion of any payments or credits applied to your Account on that day. This gives us the daily balance. Then, we add up all the Purchase daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average Daily Balance" for Purchases.
 - (b) Cash Advances (Including Convenience Checks) - Balance Subject to Interest Rate. The balance method for Cash Advances is the "Average Daily Balance" method (including current transactions).

We figure the **INTEREST CHARGE** on your Account by applying the Monthly Periodic Rate to the "Average Daily Balance" of Cash Advances for your Account (including current transactions). Cash Advances (excluding convenience checks) are added to your Account on the date of the advance or the first day of the next Billing Cycle if received too late to post in the Billing Cycle in which the advance occurred. Convenience Checks are added to your Account as an advance on the date we post the check to your Account. To get the "Average Daily Balance" we take the beginning balance of Cash Advances for your Account each day, excluding any unpaid interest charges, add any new Cash Advances, and subtract any applicable portion of any payments or credits applied to your Account on that day. This gives

us the daily balance. Then, we add up all the Cash Advance daily balances for the Billing Cycle and divide the total by the number of days in the Billing Cycle. This gives us the "Average Daily Balance" for Cash Advances.

- (c) Balance Transfer Advances- Balance Subject to Interest Rate. The balance method for Balance Transfer Advances is the Average Daily Balance Method (including current transactions). The Average Daily Balance of Balance Transfer Advances is computed in the same manner as the Average Daily Balance for Cash Advances.

13. **ANNUAL PERCENTAGE RATE:** The **ANNUAL PERCENTAGE RATE ("APR")** for purchases and the **APR** for Cash Advances and Balance Transfers are determined at the time your Account is opened, based on our review of your current credit report and verification of your credit responsibility. Your Approval Letter, which was sent to you previously and is page 1 of this Agreement, states your **APR** for Purchases, and your **APR** for Cash Advances and Balance Transfers. It also states, if applicable, any introductory **APR** that applies to your Account, the transaction(s) to which it applies, and the length of the introductory rate period. The Monthly Periodic Rate ("MPR") is determined by dividing the **APR** by (12). The MPRs for Purchases, Cash Advances and Balance Transfers are also shown in your Approval Letter.
14. **Annual Fee.** None.
15. **Other Charges.** In addition to Interest Charges, you agree to pay the fees and charges listed below, which are described in detail in the Approval Letter that was sent to you previously and is page 1 of this Agreement.
- a. **Late Payment Charge.** If we do not receive your minimum monthly payment within ten (10) days after the payment due date, we may assess a late charge.
 - b. **Returned Check Fee.** If a check, money order, or other item submitted to us as a payment on your Account is returned unpaid for any reason, we may assess a returned check fee.
 - c. **Transaction Fee for Cash Advances.** Each time you use your Card to obtain a Cash Advance, we may assess a cash advance transaction fee.
- No Interest Charges will be imposed on any fees or charges assessed to your Account under the provisions of this paragraph.
16. **Foreign Transaction Fees.** A Foreign Transaction Fee of 1% of the amount of the transaction will be applied to transactions that take place outside of the United States, even if the currency used is U. S. Dollars. If you use your Card for transactions in a currency other than U. S. dollars, the transactions will be converted to U. S. dollars generally using either a (i) government-mandated rate or (ii) wholesale market rate in effect the day before the transaction processing date, plus the 1% fee. If a credit is subsequently given for a transaction, it will be decreased by 1%. If the credit has a different processing date, then the exchange rate of the credit can be greater/less than that of the original transaction. The currency conversion rate on the day before the transaction processing date may differ from the rate in effect at the time of the transaction or on the date the transaction is posted on your Account. You agree to pay the converted amount in U. S. dollars.
17. **Documentation Charges.** You may be assessed a \$2.00 charge for each copy you request of a document (sales draft, Cash Advance draft, balance transfer form, convenience check, credit voucher, copies of statements which were mailed to you) plus research time at a cost of \$15.00 per hour, and any pass through fees assessed to us by VISA and/or MasterCard in connection with your

Account. No charge will be imposed in connection with any good faith assertion of a billing error on your Account.

18. **Payments and Credits.** Payments and credits will be applied to amounts outstanding at the time the payment or credit is received in the following order:

Credits

- Previously billed Purchases
- Current Billing Cycle Purchases
- Any remaining amount will be applied the same as payments

Minimum Payments

- Finance Charges
- Documentation and Other Charges
- Cash Advances
- Purchases

Payments in excess of the Minimum Payment.

Any amount paid in excess of the Minimum Payment will be allocated to pay off higher APR balances first, and then will be applied to lower rate balances in descending order of APRs.

19. We agree at no extra cost to provide you and your spouse and dependent children with insurance for accidental death or dismemberment whenever you travel on a common carrier if you buy your travel tickets with your 5Star VISA or MasterCard Card. Information about this coverage is provided with your Card at the time your Account is opened. To request a description of insurance terms and conditions, please call us at 1-888-277-0444.
20. **Emergency Cash and Lost Card Replacement.** These services are available to VISA and MasterCard cardholders. If you are traveling and your VISA or MasterCard Card is lost or stolen, please contact our office immediately. Your contact numbers for VISA are 1-888-277-0444 (Customer Service), 1-800-336-8472 (USA), or collect (410) 581-9994 (INTERNATIONAL). Your contact numbers for MasterCard are: 1-888-277-0444 (Customer Service), 1-800-247-4623 (USA) or collect (314) 275-6690 (INTERNATIONAL). If your Account is in good standing and you are within the continental United States, you can receive a temporary replacement card in one business day. Cardholders outside the continental United States need to allow at least three business days for the temporary card to be delivered.
21. If you have given us (or give us in the future) a security interest in some of your property (except your principal dwelling) to secure other credit or loans from us, that collateral may also secure your credit card Account.
22. The credit limit for your Account is shown on your Approval Letter, which is page 1 of this Agreement. We set your credit limit when we open your Account, and we may increase or decrease it from time to time. The maximum Cash Advance balance on your Account may not exceed 50% of your credit limit. You agree not to incur, or to let others incur, charges on your Account that exceed your credit limit. If the total charges do exceed the credit limit, you agree, when we request, to make a payment large enough to reduce the outstanding balance of your Account to an amount below your credit limit. We will advise you of your credit limit on each monthly statement if your Account is in good standing. We can, at our discretion, withhold your Account's available credit or

any portion thereof, in the amount of any payment made by check (i) until we verify that the check has been honored by your financial institution, or (ii) up to 12 days from the date we post your payment, whichever is first. (Payments made by money order, certified or cashier's check, or bank wire transfers are not subject to this restriction.)

23. If you revoke the authority of someone to use your Account, the revocation is not effective until we receive written notice from you of the revocation, and that person's Card expires, or you return that person's Card to us, cut in half, whichever is first. Each joint user agrees to pay all amounts due us for charges made by any joint user until all Cards are returned to us and the balances are paid in full.
24. If you notice the loss or theft of your credit card or a possible unauthorized use of your card, you should write to us immediately at P. O. Box 35460, Colorado Springs, CO 80935-3546, or call us at 1-888-277-0444. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.00.
25. You agree that "unauthorized use" means the use of a credit card which has occurred or may occur as the result of loss, theft, or other wrongdoing, and which is by a person other than you or a person authorized by you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. You agree to assist us in investigating and prosecuting any person who engages in any fraudulent activity affecting your Account.
26. We are not accountable if anyone refuses to honor a credit card with your Account number.
27. You agree to advise us promptly in writing if you change your mailing address. We can accept address corrections from the U. S. Postal Service. All written notices and statements from us to you will be sent to your address as it appears on our records.
28. We will consider your Account past due if you fail to pay at least your minimum payment in funds acceptable to us by the payment due date. Your Account will remain past due until any previous unpaid payment is paid.
29. We can consider you in default if you fail to make any payment when due, fail to comply with any other provision of this Agreement, if you provide us with false information or signature, if you try to exceed or do exceed your credit limit without our permission, if you fail to provide updated information which we request from time to time, if you move (either temporarily or permanently) outside the United States, if you become subject to bankruptcy or insolvency proceedings, if attachment or garnishment proceedings are instituted against you or your property, if there is an event which we believe causes the prospect of payment to be significantly impaired, or if you die. Default on any Account with us will constitute default on all Accounts with us. Upon default, at our option and after such notice as may be required by applicable law, we can declare all amounts on your Account immediately due and payable and exercise all rights available to us under the law to collect what you owe us. You agree to pay our reasonable attorneys' fees, to the extent permitted by applicable law, after default and referral of your Account to an attorney who is not one of our regularly salaried employees. All of our remedies are cumulative, and our failure to exercise any one remedy shall not affect our right to exercise any other remedy.
30. We can change the terms of this Agreement for any reason, and in any respect, by adding, deleting or modifying any provision, including APRs, fees, the Minimum Payment and other terms. In certain circumstances we are required by law to provide you with prior notice of changes to the terms of

this Agreement and in other circumstances we may not be required to do so. When required by law to advise you that you have a legal right to reject any changes we make, we will provide an explanation on how to opt-out of the changes. We will send any notices required by law to you at your address as it appears on our records.

31. We can waive or choose not to enforce any of our rights under this Agreement at any time, without the waiver affecting any of our other rights. A waiver on one occasion will not act as a waiver of the same right at a future time.
32. 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 without first obtaining our prior written consent.
33. From time to time we may monitor or record telephone calls between you and us to assure the quality of our services.
34. This Agreement is governed by Colorado law, except to the extent that federal law applies.

Fair Credit Reporting Act Notice

In order to improve customer service, we may share customer information among the affiliates of 5Star Bank. However, you have the right to disallow this information sharing, other than the sharing of transaction or experience information, by notifying us in writing at the address listed below. Please include your name, address, Account number, telephone number and social security number.

You also have the right to dispute the accuracy of information we have reported to a Consumer Reporting Agency. If you wish to do so, write to us at the address listed below. Please include your name, address, Account number, telephone number, social security number and a brief description of the problem. If available, please include a copy of the credit bureau report in question.

5Star Credit Card Services
P. O. Box 35460
Colorado Springs, CO 80935-3546

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:

5Star Credit Card Center
P. O. Box 35460
Colorado Springs, CO 80935-3546

In your letter, give us the following information:

- Account information: Your name and Account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

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

5Star Credit Card Center
P. O. Box 35460
Colorado Springs, CO 80935-3546

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.