CARDHOLDER AGREEMENT

The person (Cardholder) whose name appears on the face of the Visa Card (Card) by retaining, using or permitting others to use such Card and the account represented by the Card, accepts the same subject to the following terms and agrees with Wheatland Card Solutions (Issuer).

1. USING YOUR ACCOUNT: You, the Cardholder, authorize Issuer to pay for your Card account, all items reflecting purchases and cash advances made or obtained through the use of your Card account upon presentment to Issuer, and you promise to pay for all such purchases and cash advances, together with all applicable **INTEREST** and fees, as hereafter set forth. You acknowledge that this account will not be used for business purposes.

2. PAYMENT:
2.1 Issuer will furnish you with a monthly statement for purchases and cash advances made on your account and you agree to pay Issuer in not less than 25 days from the closing date shown on the statement, either (a) the New balance, or (b) a minimum payment of 1% of standard purchases and cash advances plus billed interest plus 2% of any promotional or protected balance, or $25, whichever is greater.

2.2 Any credits posted to your account will not affect the minimum monthly payment. Your failure to pay the minimum payment each month by the payment due date will cause your account to be delinquent. Application of payments will be at our discretion. If different **APR**s apply to different balances, we will allocate any amount you pay in excess of the required minimum payment due first to the balance with the highest **APR** and any remaining portion to the other balances in **APR** descending order. Each monthly statement will be considered a correct statement unless you establish a billing error under the provisions of the Federal Truth in Lending Act.

2.3 Issuer may accept letters, checks or other types of payment showing “payment in full” or other language indicating satisfaction of your debt, without waiving any of Issuer’s rights to receive full payment under this Agreement. You must send this communication to the address in the Billing Rights Summary on your statement. Satisfaction of your debt for less than the full amount due requires a written agreement, signed by an authorized Issuer associate.

2.4 Payments must be made by check, money order or electronically and payable in U.S. dollars. We are not obligated to accept any payment that is not drawn on the U.S. Post Office or a financial institution located in the United States.

2.5 When you provide a check as 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. 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. The statements are proof of payment and copies of your checks are available for up to 2 years.

2.6 Without prior notice to you, we may refuse to accept or may accept in good faith, any check presented as a payment on your account which is more than six (6) months old. We may process the payment before the date shown on the check unless you have given us three (3) business days or more advance written notice that a postdated check will be presented as payment. You must send the advance notice communication to the address in the Billing Rights Summary on your statement.

3. GRACE PERIOD: See the Paying Interest section in the Table of Charges.

4. BALANCE SUBJECT TO INTEREST: We use an average daily balance method (including new transactions) to calculate periodic **INTEREST**. We do this separately with each of your different balances. These balances include, for example, purchases, balance transfers, cash advances, and different promotional balances. We figure the periodic **INTEREST** by multiplying the daily balance for each of the balance categories by the daily periodic rate for each of those categories. Each daily periodic rate is calculated by dividing its corresponding **APR** by 365. We do this for each day in the billing period. To get a daily balance, we start with the balance as of the end of the previous day. We add any periodic **INTEREST** on the previous day's balance. (This results in daily compounding of **INTEREST**.) We add any new transactions, fees, other charges, and debit adjustments that apply to that category. We then subtract from that balance any payments, credits, or credit adjustments that apply to that balance category and that are credited as of that day. We treat a credit balance as a balance of zero. For each balance category, the balance subject to **INTEREST** is the average of the daily balances during the billing period. If you multiply this figure for each balance category by its daily periodic rate and by the number of days in the billing period, the result is the daily periodic **INTEREST** for each of your different balance categories. We add up all the daily periodic **INTEREST** for the balance categories and the sum of which is the total periodic **INTEREST** for the billing period. If applicable, fees from balance transfers, cash advances, quasi cash advances, or overdraft cash advances, are included in the **INTEREST**. Rounding may cause minor variations.

5. BALANCE TRANSFERS: Balance transfer transactions are purchase transactions, but do not receive a grace period. **INTEREST** accrues from the date of posting. A fee will apply to the amount of each balance transfer. Balance transfers do not earn reward program points. You cannot transfer: any existing balances on any Issuer accounts; any business debt; any debt that is not owed by you; or any balances owed to creditors outside the United States. Issuer reserves the right to refuse any balance transfer request for any reason, including for revolving debt that Issuer believes excessive. See the Table of Charges for the fee amount.

6. CASH ADVANCE TRANSACTIONS: A cash advance fee will be charged to your account **INTEREST** for each cash advance transaction. Cash advance transactions are non-purchase transactions which include, but are not limited to, ATM transactions, teller transactions, convenience checks, quasi cash advance transactions, and overdraft cash advance transactions. Quasi cash advance transactions are cash advance transactions which include, but are not limited to, wire transfers, foreign currency, traveler's checks, money orders, wagering, and remote stored value. See the Table of Charges for each fee amount.

7. MINIMUM INTEREST: There will be a minimum **INTEREST** amount when **INTEREST** is imposed. See the Table of Charges for the minimum **INTEREST** amount.

8. ANNUAL FEE: None.

9. LATE PAYMENT FEE: A late payment fee will be debited to your account as a purchase if your payment is not received by the payment due date. For your first instance of a late payment, the fee will be $25. If the second instance occurs within six (6) months of the first instance, the fee will not exceed $35.

10. LIABILITY FOR UNAUTHORIZED USE OF YOUR CARD AND LOSS OF CARD: You may be liable for the unauthorized use of your Card if, based on substantial evidence, you were grossly negligent in the handling of the account or Card. Please immediately notify Issuer in writing at P.O. Box 2235, Wichita, KS

67201, or orally by calling 888-521-8529, of loss, theft or possible unauthorized use of your Card or convenience checks.

11. LIABILITY AND AUTHORIZED USERS: If more than one Card is issued on the account, all Cardholders holding Cards with the same account number shall be jointly and severally liable on the account. You may allow authorized users on your account in the following ways: (1) by notifying us that you want someone added to your account as authorized user; (2) by lending your Card or account number to another; or (3) by any other way in which you would be legally considered to have allowed another to use your account or to be legally prevented from denying that you did so. Carefully consider allowing anyone to become an authorized user because you authorize the person to use your account to the same extent that you can, including but not limited to, making purchases, cash advances, balance transfers and allowing others to use your account. Your account does not permit you to limit the nature or amount of authority you give to any authorized user and you will not attempt to do so. An authorized user's authority will continue until you both notify Issuer that you are terminating that authority and you physically retrieve the Card. If you cannot retrieve the Card, you will remain liable for any transactions that we cannot prevent after you notify us.

12. LEGAL TRANSACTIONS:
12.1 You will only use your Card for transactions that are legal where you reside. Display of a Visa logo by an online merchant does not mean that an Internet transaction is legal where you live. Issuer will not be liable if you engage in an illegal transaction.

12.2 Issuer complies with the Unlawful Internet Gambling Enforcement Act of 2006. This Act requires us to establish policies and procedures to identify and block, or otherwise prevent or prohibit, unlawful Internet gambling transactions. For example, Internet gambling transactions may be illegal in your state.

13. AUTHORIZATIONS: Some transactions require our prior authorization. Issuer may limit the number of authorizations we give in a day. Issuer may deny authorization if you are delinquent, if Issuer suspects fraudulent activity or for other reasons. You are liable for any transaction Issuer authorizes, even if Issuer should not have authorized it, because you are or would be delinquent as a result of the transaction.

14. ESTABLISHED CREDIT LIMIT: You agree to keep the total balance on your account within the credit limit established by Issuer, which has been previously disclosed to you. Issuer may change your credit limit at any time. Issuer may, but is not required to, approve transactions that exceed your available credit limit. If your account balance exceeds your credit limit and you fail to pay the entire minimum monthly payment shown on your next monthly statement, which will include all sums necessary to reduce your balance to your credit limit as required in the Payment section of this Agreement, your account will be reported as delinquent and past due on your next monthly statement. At Issuer's discretion, you will not be permitted to access the amount of credit in your account equal to the amount of any check you send to the Issuer as a payment for a period of 15 days from the date your payment was posted to your account.

15. IMMEDIATE REPAYMENT/TERMINATION OF ACCOUNT: Issuer may declare the entire amount of your account immediately due and payable, subject to provisions of law, upon the occurrence of one of the following events: (1) your account is delinquent or past due, (2) your account balance exceeds the established credit limit, (3) upon your death, bankruptcy or insolvency. Issuer may, at its sole discretion, reduce your credit limit, decline to make further advances on your account, decline to reissue any Card or convenience checks on your account, revoke or close your account, or change the **APR** and/or fees. If you do not use your Card at least once in 12 months, Issuer may, as permitted by applicable law, close

your account. If your account is closed, you remain responsible for paying any amounts owed on the account according to the terms of this Agreement. If you move outside of the United States after your account is opened, your Card may not be reissued at its next expiration date.

16. AMENDMENTS: This Agreement may be amended by Issuer at any time.

17. ACCEPTANCE OF CARD OR CONVENIENCE CHECKS: Issuer is not responsible for the failure of any merchant or financial institution to accept or honor your Card or convenience checks. A convenience check may be returned unpaid if there is not enough available credit on your account to pay it, if your Card or convenience checks have been reported lost or stolen, if the convenience check is post-dated (shows a future date) or a credit review indicates a potential problem with your account. If you make a purchase on your account, and the merchant discloses a policy such as "no returns," "no refunds," "no return or credit without receipt," "as is," "store credit only," "all sales final," or similar statements, you will be bound by that policy.

18. OTHER FEES:
18.1 Unless a billing error has been disclosed in your monthly statement, your account may be debited as a purchase for each copy requested by you of a sale, refund or cash advance slip, or monthly statement. See the Table of Charges for the fee amounts.

18.2 A return check fee will be debited to your account as a purchase for each payment you make on your account with an insufficient funds check. For your first instance of a return check, the fee will be $25. If the second instance occurs within six (6) months of the first instance, the fee will not exceed $35.

19. FOREIGN TRANSACTION FEE:
19.1 A foreign transaction fee will be assessed on all transactions where the merchant country differs from the country of the card issuer.

19.2 A foreign transaction fee will also be assessed if you make a transaction in a currency other than U.S. dollars. In that case, Visa will convert the charge or credit in to a U.S. dollar amount. The exchange rate on the processing date may differ from the rate on the date of your transaction. Visa uses an exchange rate of either: (1) a rate selected by Visa or from the range of rates available in wholesale currency markets for the applicable central processing date, this rate may vary from the rate Visa itself receives, or (2) the government-mandated rate in effect for the applicable central processing date. In each instance, the exchange rate is increased by an adjustment factor determined by the Issuer.

19.3 The foreign transaction fee, which is additional **INTEREST** and subject to change without notice, is currently 3% of the U.S. dollar amount of the transaction, of which Issuer receives 2% and Visa receives 1%.

20. UPDATED FINANCIAL INFORMATION: Issuer may request from consumer reporting agencies from time to time new consumer credit reports on you or request new financial information directly from you for the purpose of updating Issuer's records. Issuer may rely on the contents of such reports or other empirically derived financial information to close your account and reduce the credit line on your account.

21. NOT SECURED CREDIT: Your account is not secured credit. Issuer retains no security regardless of any other agreement you may have with Issuer.

22. COLLECTION COSTS AND ATTORNEY FEE: In the event Issuer must incur collection costs or attorney fees in connection with your account, as permitted by applicable law, you agree to pay the reasonable costs of collection, including, but not limited to, court costs, attorney fees and collection agency fees in an amount not to exceed 15% of the unpaid balance on your account.

23. SIGNING YOUR CARD: Your Card must be signed by the person whose name is embossed on it in order to be valid.

24. TELEPHONE CONTACT AND MONITORING: Issuer or its agents may contact you at any telephone number you provide Issuer. You agree to receive calls and messages, including pre-recorded messages, at that number, including calls placed with an automatic telephone dialer (auto-dialer). Issuer may listen to and record telephone calls between you and us for the purpose of monitoring and improving the quality of service you receive.

25. ACCOUNT NOTIFICATION: Issuer may contact you from time to time regarding your Card and account. Account materials (Cards, statements and other notices) will be sent to the liable party at the billing address. That person will be responsible for delivering those materials to the other liable parties and authorized users. Notice to any of you will be considered notice to all of you.

26. GOVERNING LAW/ASSIGNMENT: This Agreement is governed by the laws of Kansas and the invalidity of any term of this Agreement shall not affect the validity of any other term or condition. You agree that we may assign and transfer your account, this Agreement and our rights and obligations hereunder to others. The person(s) to whom we assign this Agreement shall be entitled to all of our rights under this Agreement.

27. BILLING RIGHTS: KEEP THIS NOTICE FOR FUTURE USE: This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

27.1 Notify Us In Case of Errors or Questions About Your Bill. If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

Your name and account number.
The dollar amount of the suspected error.
Describe the error and explain, if you can, why you believe there is an error.
If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

27.2 Your Rights and Our Responsibilities After We Receive Your Written Notice. We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If

we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first $50 of the questioned amount, even if your bill was correct.

27.3 Special Rule for Credit Card Purchases. If you have a problem with the quality of property or services that you purchased with a 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 property or services. There are two limitations on this right: (a) you must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and (b) the purchase price must have been more than $50. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

Table of Charges	
Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	**11.99%** This APR may vary with the market based on the Prime Rate*.
APR for Balance Transfers	**4.99%** introductory APR for 12 billing cycles. After that, the APR will be **11.99%.** This APR may vary with the market based on the Prime Rate*.
APR for Cash Advances	**19.89%**
Penalty APR and When it Applies	**22.99%** This APR may be applied if your account goes two billing cycles past due. **How Long Will the Penalty APR Apply?** If your APRs are increased for the above reason, the Penalty APR will apply until you make six (6) consecutive payments when due.
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. If you paid in full the New Balance on your previous statement by the Payment Due Date, no interest will be applied to new purchases, or any portion of a new purchase, paid by the current statement payment due date. We will begin charging interest on cash advances and balance transfers on the date the transactions post.

Minimum Interest Charge	If you are charged interest, the charge will be no less than $1.50.
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 **www.federalreserve.gov/creditcard**

Fees	
Annual Fee	**None.**
Transaction Fees • Balance Transfer • Cash Advance • Quasi Cash Advance • Foreign Transaction	 **3%** of the amount of each transfer ($10 minimum, **$250** maximum) **3%** of the amount of each advance ($10 minimum) **3%** of the amount of each advance ($20 minimum) **3%** of the U.S. dollar amount of the transaction
Penalty Fees • Late Payment • Returned Payment	 Up to **$35** Up to **$35**
Other Fees • Per copy of monthly billing statement • Per copy of merchant sales receipt	 **$3** **$5**

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

Loss of Balance Transfer Introductory APR: We may end the balance transfer introductory **APR** and apply the Penalty **APR** if your account goes two billing cycles past due.

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

*The **APR** for purchases is variable and is determined by adding percentage points (called the "Margin") to the Prime Rate (called the "Index"). If the Prime Rate increases/decreases, it will cause the **APR** to increase/decrease accordingly. We review the Prime Rate published in the Money Rates section of the *Wall Street Journal* on the last business day of each month (called the "Change Date"). If a change in the Prime Rate causes the **APR** to change, we put the new **APR** into effect as of the billing period for which we calculate the **APR**; then we apply the new **APR** to any existing variable rate balances. An increase in the Index may result in an increase in the amount of any **INTEREST**, minimum payment and outstanding balance.

As of August 1, 2012, the **APR** for purchases was 3.25% (Index) + 8.74% (Margin) = 11.99%, which corresponds to a daily periodic rate of 0.0328%. The **APR** for all cash advance transactions is fixed at 19.89%, which corresponds to a daily periodic rate of 0.0545%. The Penalty **APR** is fixed at 22.99%, which corresponds to a daily periodic rate of 0.0630%.

The 4.99% introductory **APR** is good on all balance transfers. Effective on the 13th billing cycle after your account is booked, the **APR** for balance transfers will be the same **APR** as purchases.

We may change the account rate, fees and other cost information at any time in accordance with applicable law.

For additional credit or to inquire about your account:
Call 888-521-8529. Have your credit card number handy. If you need to talk directly to Customer Service, press "0" and our representatives will be happy to answer your questions from 8 a.m. - 6 p.m., CT, Monday through Friday. Spanish speaking services available.

To report lost or stolen cards: call 888-521-8529, 24-hours a day.

Wheatland Card Solutions
105 N. Main
Wichita, Kansas 67202

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