Think
MUTUAL BANK

IMPORTANT CREDIT CARD DISCLOSURES

The following disclosure represents important details concerning your credit card. The information about costs of the card are accurate as of January 1, 2013. You can contact us toll free at (800) 288-3425 or P.O. Box 6817, Rochester, MN 55903-6817 to inquire if any changes occurred since the effective date.

INTEREST RATES and INTEREST CHARGES:	
Annual Percentage Rate (APR) for Purchases	**8.75% - 10.75%** depending on your credit history. This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	**8.75% - 10.75%** depending on your credit history. This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	**8.75% - 10.75%** depending on your credit history. This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 21 days after we mail your billing statement. We will not charge you interest on purchases if you pay your entire new purchase balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
Minimum Interest Charge	None
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at **http://www.consumerfinance.gov/learnmore**

FEES:	
Fees to Open or Maintain your Account	
- Annual Fee:	None
- Application Fee:	None
Transaction Fees	
- Balance Transfer:	None
- Cash Advance:	None
- Foreign Transaction:	**1%** of each transaction in U.S. dollars if the transaction involves a currency conversion **1%** of each transaction in U.S. dollars if the transaction does not involve a currency conversion
Penalty Fees	
- Late Payment:	Up to **$19.00** if your payment is more than 10 days late
- Over-the-Credit Limit:	None
- Returned Payment:	None

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

Other Fees: In addition to the fees disclosed above, the following fees may be imposed:

Statement Copy Fee: $2.00
Visa Sales Receipt Copy (30 days to receive): $5.00

COPYRIGHT 2009 Securian Financial Group, Inc. All rights reserved.

VISA Credit Card Agreement

Think
MUTUAL BANK

Please retain for personal records

This is your VISA Credit Card Agreement. This agreement, together with the Truth-in-Lending Statement, sets forth the terms and conditions of your Account.

This agreement covers the Visa Credit Card Account issued by Think Mutual Bank ("Think"), a federally chartered thrift with its main office located in Rochester, MN. In this Agreement, the words "you," "your," "yours," and "cardholder," mean any person who signs the Application for this account, any joint party, guarantor, authorized user, or the person whose name is embossed on the card. The words "we," "us," and "our" mean Think. "Account" or "Account Information" means your Visa Card Account with us. The word "Card" means any one or more credit cards issued under this Account. If you sign the Master Application/Credit Plan for this Account or sign or use any Card or PIN, or allow others to use the Card or PIN, you and they will have accepted this Agreement just as if you and they signed it, and you and they, jointly and severally, will be bound by the following terms and conditions which will govern this Account.

SECURITY: YOU SPECIFICALLY GRANT US A CONSENSUAL SECURITY INTEREST IN ALL INDIVIDUAL AND JOINT ACCOUNTS YOU HAVE WITH US NOW AND IN THE FUTURE TO SECURE REPAYMENT OF CREDIT EXTENDED UNDER THIS AGREEMENT. YOU ALSO AGREE THAT WE HAVE SIMILAR STATUTORY LIEN RIGHTS UNDER APPLICABLE STATE AND/OR FEDERAL LAW. THE GRANTING OF THIS SECURITY INTEREST IS A CONDITION FOR THE ISSUANCE OF CREDIT UNDER THIS AGREEMENT. IF YOU ARE IN DEFAULT, WE CAN APPLY YOUR DEPOSITS TO THE AMOUNT YOU OWE. Deposits in an Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given are not subject to this security interest.
If you have other loans with us, collateral securing such loans may also secure your obligations under this Agreement, unless that other collateral is your principal residence or non-purchase money household goods.

1. EFFECT OF AGREEMENT
This Agreement is the contract which applies to all transactions on your Account even though the sales, cash advance or credit slips you sign or receive may contain different terms. Subject to applicable law, we may amend this Agreement including, but not limited to, changing the rate or method of determining the Interest Charge, by sending you the advance written notice required by law. To the extent the law permits, and we indicate in our notice, amendments will apply to your existing Account balance as well as to future transactions.

2. RESPONSIBILITY
If we issue a Card you agree to repay all debts and the Interest Charge and fees and charges arising from the use of the card and Account. For example, you are responsible for charges made by anyone else to whom you give the card or card number, and this responsibility continues until the card is recovered. You cannot disclaim responsibility by notifying us, but we will close the Account for new transactions if you so request and return all cards. Your obligation to pay the Account balance continues even though an agreement, divorce decree or other court judgment, in which we are not a party, may direct you or one of the other person's responsible to pay the Account. Any person using the card is jointly responsible with you for charges he or she makes; if that person signs the card, he or she becomes a party to this agreement and is also jointly responsible for all charges on the Account, including yours.

3. INTEREST CHARGE
You can avoid the Interest Charge on purchases by paying the full amount of the New Balance of Purchases each month within 25 days of your statement closing date. Otherwise, the New Balance of Purchases, and subsequent purchases from the date they are posted to your Account, will be subject to an Interest Charge. Cash advances, which include balance transfers, are always subject to Interest Charges from the date they are posted to your Account. The Interest Charge (ANNUAL PERCENTAGE RATE) is calculated by adding a spread or margin based on your creditworthiness to the Prime Rate (the "index") in effect on the first business day of the month immediately preceding January 1, April 1, July 1 and October 1. The Interest Charge will be applied to the average daily principal balances of purchases and cash advances of your Account. If the Index increases or decreases, the ANNUAL PERCENTAGE RATE and monthly periodic rate will increase or decrease for all existing balances on each January 1, April 1, July 1 and October 1. Because your Minimum Payment remains the same, any increase in the ANNUAL PERCENTAGE RATE will increase the number of your payments, but will not increase the amount of your payments. There is no maximum ANNUAL PERCENTAGE RATE, except that the ANNUAL PERCENTAGE RATE will not exceed the highest permitted by applicable law. We figure the Interest Charge on your Account by applying the periodic rate to the "average daily balance" of your Account (including current transactions). To get the "average daily balance" we take the beginning balance of your Account each day, add any new purchases, cash advances, but excluding unpaid interest charges, and subtract any payments or credits. This gives us the daily balance. Then, we add up all the 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".
Other Fees and Charges: In addition to the interest charges discussed above, other charges will be applicable to your Account. Please refer to your Truth-in-Lending Statement.

4. MONTHLY STATEMENTS AND PAYMENTS
Each month if your balance exceeds $1.00 or there was activity on your Account, we will send you a statement showing account activity, transactions, fees, and minimum payment requirement. Every month you must at least pay the Minimum Payment required on or before the payment due date as shown on your monthly statement. You may pay more frequently, pay more than the Minimum Payment, or pay the Total New Balance in full, and reduce the Interest Charge by doing so. The Minimum Payment will be disclosed on your Truth-in-Lending Statement. We will apply your payments in the following order: 1) to all collection penalties and other Account fees, 2) to the previously billed and unpaid Interest Charge on purchases, 3) to the previously billed and unpaid Interest Charges on cash advances, 4) to cash advances, 5) to previously billed purchases, 6) to new transactions, whether or not billed on the monthly statement. However, any payment equal to, or greater than, the minimum payment due will be applied first to that balance with the highest ANNUAL PERCENTAGE RATE. You will be responsible for all matters shown on each monthly statement unless you notify us in writing of any dispute within 60 days after the statement date in the manner required by "Your Billing Rights" section of this Agreement.
Payments can be mailed to Think Mutual Bank, P.O. Box 31021, Tampa, FL 33631-3021.

5. DEFAULT
You will be in default if you fail to make any Minimum Payment on or before your payment due date. You will be charged a late fee if a payment is not received within 10 days of the payment due date. You will also be in default if 1) your ability to repay us is materially reduced by a change in your employment or an increase in your obligations, 2) there are bankruptcy or insolvency proceedings involving you, 3) you die, 4) you make a misrepresentation in connection with your Account, 5) you default on any obligation to us, under this Agreement or otherwise, 6) you cancel your membership with us, 7) you exceed your Line-of-Credit. We have the right to demand immediate payment of your full Account balance if you are in default. You specifically authorize us to deduct all or any part of the amount in default from any deposit account in which you have an ownership interest, unless prohibited by applicable law. If permitted by law, you will also be required to pay our collection expenses, including court costs and reasonable attorneys' fees.

6. LOST CARD NOTIFICATION
If you believe your Card or Account Information has been lost or stolen, you should immediately call VISA at 1-866-839-3485. This is a 24 hour access number, however, if you are unable to reach this number, please call us at 1-800-288-3425. Our address is P.O. Box 5949, Rochester, MN 55903-5949. Notification that your card has been lost or stolen may be given by telephone or an in-person visit to Think.

7. LIABILITY FOR UNAUTHORIZED USE
You may be liable for the unauthorized use of your Card. You may be liable if the Personal Identification Number (PIN) is written on the card. You will not be liable for any unauthorized use of your Card that occurs after you notify us orally or in writing of the loss, theft or possible unauthorized use. In any case, your liability will not exceed $50.00. If you notify us orally, you should confirm your loss by writing us at Credit Card Security Department

Attn. Fidelity - Customer Service
P.O. Box 30495
Tampa, FL 33630

8. CREDIT LINE
If we approve your application, we will establish a Line-of-Credit for you and notify you of its amount when we issue the Card. You agree not to let the Account balance exceed this approved Line-of-Credit. Each payment you make on the Account will restore your Line-of-Credit by the amount of payment which is applied to the principal. By giving you written notice we may reduce your Line-of-Credit at any time. We may also, with good cause, revoke your Card and terminate this Agreement. Good cause includes your failure to comply with this Agreement, or our adverse re-evaluation of your credit worthiness. You may also terminate this Agreement at any time, but termination by either of us does not affect your obligation to pay us the Account balance. The Cards remain our property and you must get back and return to us all Cards upon our request and upon termination of this Agreement. "Line-of-Credit" may also be called Credit Limit in this Agreement and in your monthly statement.

9. CREDIT INFORMATION You authorize us to investigate your credit standing when opening, renewing or reviewing your Account, and you authorize us to disclose information regarding your Account to credit bureaus and other creditors who ask us about your credit standing.

10. USING THE CARD You may use the card issued to you to make purchases in person, by mail, by telephone, or by Internet from merchants and others who accept VISA credit cards. In addition, you may obtain cash advances from Think, from other financial institutions participating in the VISA program and from ATMs (automated teller machines) that participate in the ATM VISA program. You will need to use your PERSONAL IDENTIFICATION NUMBER (PIN) to obtain a cash advance from an ATM. Cash advances from ATMs may not exceed a total of $510 per day. Any transaction which would cause the daily limit to be exceeded may be refused. You agree that all transactions that you initiate by use of your VISA Credit Card Account are legal in the jurisdiction where you live and/or where the transaction occurred. You agreed to repay according to the terms of this Agreement all transactions you initiate by use of your Credit Card Account whether deemed legal or illegal.

11. RETURNS AND ADJUSTMENTS
Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by issuing a credit slip which will be posted to your Account. If your credits and payments exceed what you owe us, we will apply this credit balance against future purchases and cash advances to your Account. If this credit balance is $1.00 or more, we will refund it per your written request. A credit balance will automatically be refunded to you after 4 billing cycles.

12. FOREIGN TRANSACTIONS; CURRENCY CONVERSION
Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars. Transactions processed outside of the United States will be charged a foreign transaction fee in an amount to be determined by Think, regardless of whether there is a currency conversion associated with the transaction. The conversion rate in dollars will be a rate selected by VISA from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government-mandated rate in effect for the applicable central processing date in each instance. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the U.S., Puerto Rico or the U.S. Virgin Islands; this may include internet transactions.

13. PLAN MERCHANT DISPUTES
We are not responsible for the refusal of any VISA plan merchant or financial institution to honor your Card. We are subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Card only if you have made a good faith attempt, but have been unable to obtain satisfaction from the VISA plan merchant, and 1) your purchase was made in response to an advertisement we sent or participated in sending you; or 2) your purchase cost more than $50.00 and was made from a VISA plan merchant in your state or within 100 miles of your home. Any other disputes must be resolved by you directly with the VISA plan merchant.

14. COPY RECEIVED
You acknowledge receipt of a copy of this Agreement.

15. CREDIT INSURANCE
Credit life and/or credit disability insurance is voluntary and not a condition of opening a VISA account. You will only have this coverage if you apply for the coverage, meet the eligibility requirements, and agree to pay the premiums. You will receive a Certificate of Insurance each time you elect the insurance. The premium will be charged and collected monthly and will become part of your minimum monthly payment. You authorize Think to add the monthly premium to your outstanding balance, upon which interest will accrue. Purchase of credit insurance will increase your minimum monthly payment or extend the time in which your outstanding balance is paid off. If you fail to pay the insurance premiums, Think may cancel the coverage or, at its option, pay the premiums and add them to your outstanding balance, upon which interest will accrue. You may cancel coverage at any time by informing Think of the intent to do so. Think retains a portion of the premium (or a portion is paid back to Think by the service provider) as compensation for making this service available. See Certificate for specific terms and conditions of the insurance contract.

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 on a separate sheet at: Fidelity - Customer Service, P.O. Box 30495, Tampa, FL 33630.

In your letter, give us the following information:

1. Your name and account number.
2. The dollar amount of the suspected error.
3. 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:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the 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 of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the address(es) listed on your statement.

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.