

## Pricing Information Addendum

| Interest Rates and Interest Charges                            |  |
|--|--|
| <b>Annual Percentage Rate (APR) for Purchases</b>              | Prime Rate plus 10.99%.<br>This APR will vary with the market based on the Prime Rate.   |
| <b>APR for Balance Transfers</b>                               | Prime Rate plus 10.99%.<br>This APR will vary with the market based on the Prime Rate.   |
| <b>APR for Cash Advances</b>                                   | Prime Rate plus 15.99%.<br>This APR will vary with the market based on the Prime Rate.   |
| <b>Penalty APR and When It Applies</b>                         | None   |
| <b>Minimum Interest Charge</b>                                 | If you are charged interest, the charge will be no less than \$1.50.   |
| <b>Grace Period/Paying Interest</b>                            | 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. |
| <b>Balance Computation Method</b>                              | Average Daily Balance (including new transactions)*  |
| Fees   |  |
| <b>Annual Fee</b>  | \$19.00, per card with <i>CorRewards</i> .   |
| <b>Transaction Fees</b>  |  |
| • Balance Transfer   | Either \$10 or 3% of the amount of each transfer, whichever is greater (maximum fee: \$100).<br>Waived for balance transfers at time of account opening.   |
| • Cash Advance   | Either \$10 or 3% of the amount of each cash advance, whichever is greater (maximum fee: \$100).   |
| • Foreign Transaction  | 1% of each transaction in U.S. dollars.  |
| <b>Penalty Fees</b>  |  |
| • Late Payment   | Up to \$19 if balance is less than \$100.<br>Up to \$25 if balance is \$100 or more.   |
| • Over-the-Credit Limit  | None   |
| • Returned Payment   | Up to \$25.  |
| <b>Other Fees</b>  |  |
| • Required Insurance, Debt Cancellation or Suspension Coverage | None   |

**\*Average Daily Balance (including new transactions).** The Interest Charge on Purchases, Balance Transfers, and Cash Advances is calculated using the Average Daily Balance Method (including new transactions). Under this method, the Interest Charge for a billing cycle is computed by applying the monthly periodic rate to the “average daily balance” of Purchases, Balance Transfers, or Cash Advances, as applicable. To calculate the average daily balance, we take the beginning balance of Purchases, Balance Transfers, or Cash Advances each day, add any new Purchases, Balance Transfers, or Cash Advances, and subtract any payments, credits, non-accruing fees, and unpaid Interest Charges applicable to Purchases, Balance Transfers, or Cash Advances as of their posting dates. 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.

**Periodic Rate.** The monthly periodic rate is calculated by dividing the Annual Percentage Rate by 12.

**Variable Rate Disclosures.** The Prime Rate used to determine your variable Annual Percentage Rate for Credit Purchases, Cash Advances, and Balance Transfers for the billing period ending in any month is the U.S. Prime Rate published in the Wall Street Journal on the 10th day (or if the 10th day is not a publishing day, the last publishing day preceding the 10th) of the prior month. If

more than one U.S. Prime Rate is published, the highest rate will be used. The variable Annual Percentage Rate for Credit Purchases, Cash Advances, and Balance Transfers will increase if the Prime Rate increases. An increase in the variable Annual Percentage Rate will result in an increase in your monthly Periodic Rate and may result in an increase in your Minimum Payment Due.

## TERMS AND CONDITIONS

This agreement (“Agreement”) contains the terms and conditions under which CorTrust Bank, N.A. (“Issuer”) has agreed to establish a Visa® Business Account (“Account”) for you. Please read this Agreement carefully before using your Card or the Account. The word “Card” means a Visa® Card issued in connection with your Account. The words “we,” “our,” and “us” refer to Issuer, its assignees or other holders of this Agreement or your Account. The words “you” and “your” mean each person who applied for the Account (“Cardholder”), and each person to whom Issuer issues a Card or who uses a Card with your consent (an “Authorized User”). Your application for the Account and your use of the Card constitute your agreement to the terms and conditions of this Agreement. Whenever stated in this Agreement that we may take certain described action, this permits us to do so in our sole discretion. Keep this Agreement so you can refer to it if you have any questions regarding your Account. **This Agreement contains a binding arbitration provision. Please see Section 23 for details regarding mandatory arbitration and your right to opt-out of such arbitration.**

1. Effective Date of Agreement. This Agreement is effective when you or an Authorized User uses the Card or Account or if you fail to cut your Card in half and return it to Issuer within 30 days after it is issued to you.

2. Joint Account. If this is a joint account, each person who signed the application (1) may make Credit Purchases and obtain Cash Advances as defined in Section 3 below (but the total of these cannot exceed the assigned credit limit); (2) will be responsible for paying all amounts owed; and (3) can close the Account.

3. Using your Card or Account to Obtain Credit. You may use your Card or Account to make Credit Purchases or obtain Cash Advances. A “Credit Purchase” includes (a) a transaction using your Card to purchase or lease goods or services from one who honors the Card; (b) a balance transfer; (c) any other Account related fees; and (d) any other transaction that is not otherwise a Cash Advance. A “Cash Advance” includes (a) a transaction drawing upon your Account at an Automated Teller Machine (“ATM”); (b) a transaction at any financial institution drawing upon your Account; (c) an electronic or other transfer of funds initiated by us, at your request (i.e., we sign the check as the drawer), drawing upon your Account; (d) use of a check provided by us (i.e., you sign the check as the drawer) drawing upon your Account; (e) a transaction and the fees associated with using your Card to purchase wire transfers or money orders anywhere other than a bank; and (f) any other method of obtaining a cash loan. Your outstanding balance of Cash Advances may not exceed 30% of your credit limit. Your Card cannot be used for illegal transactions. Use of your Card for gambling transactions (including obtaining Cash Advances for purposes of gambling), whether such transaction is legal or illegal, is prohibited. Each time you use your Card, you are requesting that we make a loan to you for the amount of the Credit Purchase or the Cash Advance. If you use your Account number to make a Credit Purchase or obtain a Cash Advance without presenting your Card (such as for a mail order or telephone purchase), the legal effect will be the same as if the Card itself was used by you. Any refund, adjustment or credit allowed with respect to a prior Credit Purchase shall not be made in cash but rather shall be a credit to your Account. Credit Purchases and Cash Advances may require Issuer’s authorization. Issuer may limit the number and/or the maximum dollar amount of authorizations in a given day. You agree that neither Issuer nor its agents shall be liable for refusing an authorization request.

4. Authorized User. If you request that we add an Authorized User to your Account, both you and the Authorized User may make Credit Purchases and obtain Cash Advances (but the total of these Credit Purchases and Cash Advances

cannot exceed the assigned credit limit). This is a business credit card and the applicant(s) represent that the account will be used only for business purposes and not for personal, family, or household purposes. The individual(s) signing the application agree to be personally liable for all indebtedness incurred on this account, jointly and severally, with the business in whose name the account is opened, including liability for all use of the account or credit cards issued on the account by employees, except as limited by applicable law.

5. Property of Issuer; Cancellation Rights. Each Card is the property of Issuer, is not transferable and must be surrendered upon demand. Each Card may be cancelled as well as repossessed by Issuer or its designee, and the privileges thereof revoked, at any time without prior notice.

6. Credit Limit. Cardholder shall not use or permit use of the Card to make Credit Purchases or obtain Cash Advances which will increase Cardholder's indebtedness to Issuer to an amount in excess of the limit established by Issuer. In the event Cardholder incurs charges in amounts exceeding such maximum authorized credit limit, Cardholder shall pay immediately the amount by which the New Balance exceeds such maximum authorized credit limit.

7. Monthly Statements; Minimum Payment Due; Cardholder Payments. Issuer will send to Cardholder, at monthly intervals determined by Issuer, a statement reflecting all transactions on the Account for the prior monthly period. If Cardholder wishes to reduce additional Interest Charges, Cardholder should pay the New Balance shown on the monthly statement in full by the Payment Due Date. The Minimum Payment Due is the total New Balance as shown on your monthly statement.

To ensure prompt posting, payments should be sent to the address located on your statement. Your payments must be made in U.S. currency only (personal check, money order, cashier's check, or electronic funds transfer). Do not send cash through the mail as we will not be responsible for cash lost in the mail.

By making payment with a check, you are authorizing the use of the information on your check to make a one-time electronic debit (electronic presentment) from the account on which the check is drawn. This electronic debit, which may be posted to your account as early as the date your check is received, will be only for the amount of your check. If you have any questions regarding opting out of electronic presentment, call the customer service number at 605-996-0554. If your check is returned unpaid for insufficient or uncollected funds, we may also re-present your check electronically.

8. Calculation of Interest Charges.

Credit Purchases. The Interest Charge on Credit Purchases is calculated using the average daily balance method, including new transactions. Under this method, the Interest Charge for a billing cycle is computed by applying the monthly Periodic Rate to the "average daily balance" of Credit Purchases. The monthly Periodic Rate is calculated as set forth in Section 9 below. To calculate the average daily balance, we take the beginning balance of Credit Purchases each day, add any new Credit Purchases, and subtract any payments, credits, non-accruing fees, and unpaid Interest Charges applicable to Credit Purchases as of their posting dates. 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.

Paying Interest on Credit Purchases. To avoid incurring an additional Interest Charge on the balance of Credit Purchases reflected on your monthly statement and on any new Credit Purchases appearing on your next monthly statement, you must pay the New Balance shown on your monthly statement on or before the Payment Due Date. The grace period for the New Balance of Credit Purchases extends to the Payment Due Date.

Cash Advances. The Interest Charge on Cash Advances is calculated using the average daily balance method, including new transactions. Under this method, the Interest Charge for a billing cycle is computed by applying the monthly Periodic Rate to the "average daily balance" of Cash Advances. The monthly Periodic Rate is calculated as set forth in

Section 9 below. To calculate the average daily balance, we take the beginning balance of Cash Advances each day, add any new Cash Advances, and subtract any payments, credits, non-accruing fees, and unpaid Interest Charges applicable to Cash Advances as of their posting dates. 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.

Paying Interest on Cash Advances. An Interest Charge on Cash Advances will be imposed from the date you obtained the Cash Advance, or the first day of the billing cycle in which the Cash Advance posted to your Account, whichever is later. There is no grace period on Cash Advances.

Balance Transfers. The Interest Charge on Balance Transfers is calculated using the same method used to calculate Interest Charges on Credit Purchases, as described above.

Paying Interest on Balance Transfers. A Balance Transfer will be treated as a Credit Purchase. You will pay Interest Charges on Balance Transfers in the same manner you pay Interest Charges on Credit Purchases, as described above.

#### 9. Periodic Rate; Annual Percentage Rate; Minimum Interest Charge

Periodic Rate. To calculate Interest Charges, we multiply the average daily balance by the monthly Periodic Rate. The monthly Periodic Rate is calculated by dividing the Annual Percentage Rate by 12. For more information regarding the Annual Percentage Rate and monthly Periodic Rate for Credit Purchases, Cash Advances and Balance Transfers, please refer to the attached Pricing Information Addendum. In any billing cycle when you are subject to an Interest Charge and the Interest Charge as computed above is less than \$1.50, you will be billed a Minimum Interest Charge of \$1.50.

Variable Rate Disclosures. The Prime Rate used to determine your variable Annual Percentage Rate for Credit Purchases, Cash Advances, and Balance Transfers for the billing period ending in any month is the U.S. Prime Rate published in the Wall Street Journal on the 10th day (or if the 10th day is not a publishing day, the last publishing day preceding the 10th) of the prior month. If more than one U.S. Prime Rate is published, the highest rate will be used. The variable Annual Percentage Rate for Credit Purchases, Cash Advances, and Balance Transfers will increase if the Prime Rate increases. An increase in the variable Annual Percentage Rate will result in an increase in your monthly Periodic Rate and may result in an increase in your Minimum Payment Due.

#### 10. Other Finance Charges and Fees.

Cash Advance Fee. We will impose a Cash Advance Fee of 3% of the amount of the Cash Advance for each Cash Advance. This fee will not be less than \$10 or more than \$100.

Annual Fee. If your account is enrolled in *CorRewards*, we will impose an Annual Fee on your Account for membership in the credit card plan. We will charge the Annual Fee to your Account during the first billing cycle of your Account and in the same billing cycle of each year thereafter. The amount of the Annual Fee will be \$19 per card.

Late Payment Fee. You will be charged a Late Payment Fee in any billing period in which you fail to pay, by the Payment Due Date, the New Balance. When imposed, the amount of the Late Payment Fee will vary based on your Account balance as follows: (i) Up to \$19 on balances less than \$100 and (ii) Up to \$25 on balances of \$100 or more.

Balance Transfer Fee. We may impose a Balance Transfer Fee of 3% of each balance transferred to your Account. This fee will be not less than \$10 or more than \$100. We may also waive the Balance Transfer Fee for balance transfers at time of account opening.

Duplicate Statement Fee. If you request a duplicate copy of your monthly statement, a charge of \$2 per statement may be assessed to your Account.

Rush Delivery Fee. If you request special, expedited processing of your application to open a new Account or request a new Card on your Account, we may impose a Rush Delivery Fee of \$25 on your Account.

Returned Payment Fee. If a check, electronic funds transfer, telephone authorized draft, or similar payment method submitted as payment is returned for any reason, a Returned Payment Fee of up to \$25 may be assessed to your Account.

Foreign Transaction Fee. If you conduct an international transaction using your Account, we may impose a Foreign Transaction Fee of 1% of the U.S. dollar amount of the transaction, regardless of whether the transaction was originally made in U.S. dollars or converted from a foreign currency.

11. Security Interests. If you have other loans from Issuer, or take out other loans with Issuer in the future, collateral securing those loans will also secure your obligations under this Agreement. However, unless you expressly agree otherwise, your household goods and primary dwelling will not secure your obligations under this Agreement even if Issuer has or later acquires a security interest in the household goods or a mortgage on the dwelling. If you have executed a written agreement granting a security interest in any deposit accounts (checking, savings, or share accounts) or other funds held by Issuer to secure your obligations under this credit card plan, such accounts and/or funds are additional security for your obligations to Issuer arising from the use of your Card.

12. Default/Immediate Payment of All Amounts Owed. The Account balance will, at Issuer's option, become immediately due and payable, without notice, in the event that (a) Cardholder dies or becomes bankrupt or insolvent, or (b) Cardholder fails to make payments due on the Account, incurs charges for Credit Purchases and Cash Advances which exceed the maximum authorized credit limit, or otherwise breaches this Agreement, or (c) Issuer receives information which causes it to believe Cardholder is unwilling or unable to perform under this Agreement, or (d) attachment or garnishment proceedings are instituted against Cardholder. Failure by Issuer to assert any rights hereunder shall not waive such rights.

13. Closing Your Account. Cardholder may close the Account at any time. Simply notify Issuer in writing, stop using the Account and destroy the Cards. Issuer can also close the Account at any time and for any reason. Issuer will notify Cardholder in writing before the closing is to become effective unless Issuer has accelerated payment of the entire balance of the Account. If Issuer closes the Account, you agree to destroy your Cards. No matter who closes the Account, Issuer will keep all rights it has and you will still have to repay the Credit Purchases and Cash Advances made on your Account, even if made after the Account has been closed, together with Interest Charges and any other charges on the Account.

14. Attorney's Fees. Unless prohibited by law or as provided in the arbitration agreement set forth below in Section 23, Cardholder agrees to pay all costs incurred by Issuer in collecting Cardholder's indebtedness or in enforcing this Agreement, including attorney's fees and costs, as well as those costs, expenses and attorney's fees incurred in appellate, bankruptcy and post-judgment proceedings, except to the extent such costs, fees or expenses are prohibited by law.

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

16. Lost or Stolen Cards. You may be liable for unauthorized use of your Card. If your Card is lost or stolen or you suspect that someone is using your Account without your permission, you should immediately notify us. You can call 877-231-3231. You can also notify us in writing at CorTrust Bank, PO Box 7030, Mitchell, SD 57301-7030. If this is a business account for which less than 10 cards have been issued, your maximum liability for unauthorized use will not exceed \$50. If 10 or more cards are issued for use by employees of a single business or other organization, there is no limit to your liability for any unauthorized use that occurs before you notify us as provided herein; the business or

organization may only impose liability on its employee for unauthorized use of a card as authorized by federal law and regulation. You will not be liable for any unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use. In any event, your liability for unauthorized use will be nothing unless negligence, untimely reporting of the loss, or fraud is shown. If you allow someone to use your Card or make charges to your Account, you can terminate this user's authority by retrieving the Card and returning it to us. Until you do, you remain liable for any use by the Authorized User.

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

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

19. Modifications to Agreement/Waiver. We may change any term of this Agreement, including the rate at which or manner in which Interest Charges are calculated, as permitted by law upon notice to you. For the changes in the Agreement terms write to: CorTrust Bank, P.O. Box 7030, Mitchell, South Dakota 57301. Issuer may, in its sole discretion, waive imposition of the fees referenced in this Agreement; however, Issuer shall have no obligation to do so, and any such waiver shall be limited to the particular instance or transaction involved and shall not constitute a waiver or authorize the non-observance of the same or any other provision of this Agreement on any other or future occasion.

20. Notices. Any notice Issuer sends Cardholder will be considered effective when it is delivered personally to you or mailed, postage prepaid, to the last address we have for Cardholder in our records. Notice from you will be considered effective when Issuer receives it at the address shown in the previous section. If this is a joint account, Issuer can notify one of you and the notice will be effective for both of you. Similarly, one of you can notify Issuer and Issuer will consider it to be notice from both of you.

21. Visa Rules and Regulations; Conflicts. You and Issuer agree to abide by all applicable rules and regulations of Visa U.S.A., Inc. ("Visa"), as well as all applicable laws. If there is any conflict between the provisions of this Agreement and the rules and regulations of Visa, the rules and regulations of Visa shall control.

22. Foreign Currency Conversion. If you make a transaction with your VISA® Account in a currency other than U.S. dollars, VISA® will convert the charge into a U.S. dollar amount using either (a) a rate selected by VISA® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA® receives, or (b) the government-mandated rate in effect for the applicable central processing date. The exchange rate used by VISA® for a particular transaction is the rate VISA® selects on the processing date and may differ from the rate on the date the transaction occurred or the rate on the date the transaction is posted to your Account. If you conduct an international transaction using your Account, we may impose a Foreign Transaction Fee as set forth in Section 10.

**23. ARBITRATION: PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. UNLESS YOU EXERCISE THE RIGHT TO OPT-OUT OF ARBITRATION IN THE MANNER DESCRIBED BELOW, YOU AGREE THAT ANY DISPUTE WILL BE RESOLVED BY BINDING ARBITRATION, PROVIDED THAT EITHER YOU OR WE MAY BRING A CLAIM IN SMALL CLAIMS COURT. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO HAVE A JURY, TO ENGAGE IN DISCOVERY (EXCEPT AS MAY BE PROVIDED IN THE ARBITRATION RULES), AND TO**

**PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES. YOU ALSO AGREE ANY ARBITRATION WILL BE LIMITED TO THE DISPUTE BETWEEN YOU AND US AND WILL NOT BE PART OF A CLASS-WIDE OR CONSOLIDATED ARBITRATION PROCEEDING.**

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

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

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

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

American Arbitration Association  
335 Madison Avenue, Floor 10  
New York, NY 10017-4605  
Website: [www.adr.org](http://www.adr.org)

JAMS  
1920 Main Street, Suite 300  
Irvine, CA 92614  
Website: [www.jamsadr.com](http://www.jamsadr.com)

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

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

because you and we have in this arbitration agreement waived any right to arbitrate a dispute on a class-action, representative-action, or consolidated basis.

**What Arbitration Costs.** If you initiate the arbitration, you will be responsible for the first \$50 of filing fees and other costs or fees, and we will pay the balance of the filing fee and any costs or fees charged by the arbitrator above the first \$50. If you cannot afford to pay the first \$50, we may pay this in our discretion. If we initiate the arbitration, we will pay the filing fee and any costs or fees charged by the arbitrator. Unless prohibited by law, the arbitrator may award fees, costs and reasonable attorneys' fees to the party who substantially prevails in the arbitration.

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

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

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

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

**Other Provisions.** This arbitration provision will survive: (i) termination or changes in this Agreement, the 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 your Account, or any amounts owed on your Account, to any other person or entity.

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

24. **Severability.** If any provision of this Agreement, including any portion of the arbitration agreement set forth above in Section 23, is determined to be invalid or unenforceable under any rule, law, or regulation, the validity or enforceability of any other provision of this Agreement shall not be affected, and in lieu of such invalid or unenforceable provision there shall be added automatically, as part of this Agreement, a provision as similar in terms as may be valid



and enforceable, if possible. Notwithstanding the foregoing, if a class action litigation or a class-wide arbitration is permitted for any reason, either party may require that the entire Dispute, as defined in Section 23 above, be heard by a judge, sitting without a jury, under applicable court rules and procedures.

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

26. Contact Authorization. You authorize us and any other servicer of your account to contact you about your account at any telephone number (or other means of communication) you provide, including communications to or from your mobile or cellular phone, or similar device, even if you are charged for the communication under your usage plan. We may contact you by sending text messages or e-mails, using any e-mail address you provide to us. You agree we may use an automatic dialing system or artificial or prerecorded message when contacting you. You may revoke your consent to be contacted at any telephone number you provide by calling us at 1-877-231-3231. If you revoke your consent to be contacted and fail to provide an alternative telephone number that we may use to contact you in accordance with this Section, we will close your Card Account.

**YOUR BILLING RIGHTS**  
**KEEP THIS DOCUMENT FOR FUTURE USE**

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

**What To Do If You Find a Mistake On Your Statement**

If you think there is an error on your statement, write to us at:

CorTrust Bank  
PO Box 7030  
Mitchell, SD 57301-7030

You may also contact us on the Web:  
[www.cortrustbank.com](http://www.cortrustbank.com)

In your letter, give us the following information:

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

You must contact us:

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

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

**What Will Happen After We Receive Your Letter**

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

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain 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 impose Interest Charges on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any Interest Charges or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable Interest Charges and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

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

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

### **Your Rights if You Are Dissatisfied With Your Credit Card Purchases**

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

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

1. The purchase must have been made in your home State or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your Card for the purchase. Purchases made with Cash Advances from an ATM or with a check that accesses your Account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing [or electronically] at:

CorTrust Bank  
PO Box 7030  
Mitchell, SD 57301-7030  
[www.cortrustbank.com](http://www.cortrustbank.com)

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

07-2023