

## **CARDMEMBER AGREEMENT, DISCLOSURE STATEMENT AND SECURITY AGREEMENT**

This Cardmember Agreement, Disclosure Statement and Security Agreement together with the accompanying Rates and Terms Schedule (“Schedule”) govern your account with InfiBank, N.A. and are collectively referred to below as the “Agreement”. The Schedule provides important information about annual percentage rates, specific types and amounts of finance charges and fees that may be charged to your account under certain circumstances and other important information about your account. **Please read this Cardmember Agreement, Disclosure Statement and Security Agreement and the Schedule carefully and retain both for future reference.**

As used in this Agreement, the words “you” and “your” mean each person named on the application for the account and anyone else who uses the account in any way. The terms “we”, “us” and “our” mean InfiBank, N.A. Using or allowing someone else to use your account means you accept the terms of the Agreement. This Agreement contains our most current terms and supersedes earlier materials you may have received. (Please note: although your account will generally have monthly billing cycles, your first billing cycle may be more or less than one month. All credit terms, including minimum finance charges, will apply in each billing cycle including the first billing cycle.)

***BALANCE CATEGORIES:*** We will keep track of the activity on your account in different “Balance Categories”. Unless we tell you otherwise, these are the Balance Categories we will use:

“Purchases” which will result from use of your card or your account number to purchase goods and services;

“Cash Advances” which will result from cash advances you request, use of checks that we provide (unless we tell you those checks will be treated differently), and Cash Equivalent Transactions (as defined later in this Agreement);

“Balance Transfers” which will result from balance transfers that you request by any means, including balance transfer checks; and

“Special Offers” which will result from use of your card or your account number to take advantage of special or promotional offers that we identify to you from time to time. Each Special Offer may be considered a separate Balance Category.

***ACCOUNT USE:*** You may use your card, your account number, or checks that we send to you to make purchases and balance transfers and to obtain cash advances. Each time you use your account, you are representing that you intend, and have the ability, to repay all amounts due on your account. You are responsible for all charges made by anyone you allow to use your account, even if they charge more than you intended. If you ask us to issue a card to someone, you are responsible for their charges until you return their card to us. We may consider charges made by your immediate family as authorized by you and your responsibility. If unauthorized use of your account occurs, you agree to cooperate with us and law enforcement authorities in identifying the

unauthorized user. You are each jointly and severally liable for all amounts due on this account regardless of which of you uses it or benefits from that use.

***OUR SECURITY INTEREST:*** You have deposited funds with First National Bank of Omaha (FNBO) that will serve as collateral for your credit card obligations to us. You have: (i) relinquished all possession and control over the funds you have provided; and (ii) pledged, assigned and granted to us a security interest in those funds, the corresponding deposit, including subsequent add-on deposits, if any, and any instrument that FNBO may issue evidencing that deposit (collectively, the “Collateral”). FNBO will, on our behalf, retain possession of the instrument that represents your deposit. If you fail to pay or otherwise default on your credit card obligations to us, you authorize FNBO to permit us to withdraw any or all of your funds on deposit. Any funds withdrawn by us will be applied against your credit card obligations to us. We may also pursue our other legal remedies. You agree that we may share with FNBO all the information we gather about you or your account.

***CREDIT LIMIT/AUTHORIZATIONS:*** You agree (1) not to exceed the credit limit we establish for you and (2) to immediately pay any amount in excess of your credit limit. If your account is a joint account, each of you may request credit limit increases. We may raise or lower your credit limit at our discretion and may restrict the amount of the credit limit available for cash advances and balance transfers. We will consider additional deposits to your Certificate Savings Deposit to be requests to increase your credit limit by the amount of the deposit, rounded down to the nearest \$100. We are not, however, obligated to honor such requests. You may not use your account for and we may decline authorization for any illegal transaction. We may decline authorization for any Internet gambling transaction. We may, in our discretion and to the extent permitted by law, restrict or delay the availability of credit to you for our risk management purposes and to protect you and us against actual or potential fraud, unauthorized transactions, or claims. We are not liable for declining authorization for any particular transaction, regardless of our reason.

***PAYMENTS:***

(A) ***Promise to Pay:*** You promise to pay all amounts due on your account. You agree to review your billing statements and to notify us promptly of any errors (see “Your Billing Rights” below). If you do not promptly notify us of a billing error, you agree that your billing statement will be considered proof of the amount you are obligated to pay. You may pay all or a part of the balance on your account at any time. However, you must pay at least the minimum payment shown on your billing statement by the due date. We may reject payments that are not in United States Dollars or not drawn on a United States bank. If we choose to accept a payment that is not in United States Dollars or not drawn on a United States bank, you agree to pay any collection or conversion fees assessed to us by third parties. We may accept payments which are marked “payment in full” or with similar markings without losing our right to receive payment in full. Partial payments offered in full satisfaction of a disputed amount must be sent to the address for notice of billing errors shown on your billing statement. We reserve our rights as to all such payments.

(B) ***Minimum Payment Calculation:*** The amount of your minimum payment will be indicated on your billing statement and calculated as shown on the Schedule.

(C) **Application of Payments:** You agree that payments on your account may be applied in the order we select from time to time. We may apply payments first to finance charges then to fees and finally to principal balances. Payments to principal balances may be applied starting with the lowest Annual Percentage Rate (although if you have a small balance in one Balance Category, we may apply your payment to that balance before other balances). Until we determine a payment is unlikely to be returned for insufficient funds or for some other reason, your available credit may not reflect the payment.

(D) **Application of Credits:** We will apply credits to your account as promptly as required by law. Credits may be applied to the Balance Categories that we choose, even if those Balance Categories are different than the Balance Categories of the transactions giving rise to the credits. A credit may be applied on the date of the credit transaction. In some cases however, credits may not be posted to your account until a billing cycle occurring after the date of the credit transaction.

**ACCRUAL OF FINANCE CHARGES:** Except as provided in “Grace Period” below, we will accrue periodic rate finance charges on each of the Balance Categories from the date of each transaction or the first day of the billing cycle in which the transaction is added to your account, whichever is more recent.

**GRACE PERIOD:** If (1) you pay your New Balance, as shown on your current billing statement on the due date (which is not less than twenty (20) days from the closing date of the billing cycle) and (2) we received payment in full of your New Balance indicated on your previous billing statement by its due date or that New Balance was zero or a credit; periodic rate finance charges will not be assessed on Purchases shown on your next billing statement. The grace period applies only to Purchases and if notified, Special Offers. It does not apply to Balance Transfers or Cash Advances.

**PERIODIC RATE FINANCE CHARGES:** Periodic rate finance charges will be calculated using daily periodic rates which correspond to certain **Annual Percentage Rates**. These rates may be different for Purchases, Balance Transfers, Cash Advances, and Special Offers.

- (A) If your account was opened with an Introductory Rate(s), the rate(s) for your account will be at the Introductory Rate(s) shown on the Schedule. The Introductory Rate(s) will continue in effect as indicated on the Schedule.
- (B) After the Introductory Rate(s) expire (or if your account does not have an Introductory Rate), the Preferred Rate(s) for your account will be the rate(s) shown on the Schedule. Those Preferred Rates may be variable.
- (C) If your account no longer qualifies for an Introductory Rate or a Special Offer Rate, your Introductory Rate or Special Offer Rate may terminate and increase to your Preferred Rate.

**VARIABLE RATE INFORMATION:** If any **Annual Percentage Rate** is variable, your rate is determined by adding the applicable Margin to the applicable Index. The daily periodic rate is  $1/365^{\text{th}}$  ( $1/366^{\text{th}}$  during leap years) of the **Annual Percentage Rate**. The Schedule will indicate if you have a variable rate and will describe your Index and Margin. An increase in the Index will

increase the applicable Annual Percentage Rate and daily periodic rate, which may increase the minimum payment due on your account.

***INTRODUCTORY RATES OR SPECIAL OFFER RATES:*** Your Introductory Rate or Special Offer Rate may terminate and increase to your Preferred Rate if you (1) fail to make a minimum payment to us when due; (2) you exceed your credit limit with us; or (3) you make a payment to us that is dishonored for any reason. Factors considered in determining whether or not your Introductory Rate or Special Offer Rate will terminate may include how you have handled your account with us and current and historical information regarding your credit in general.

***FINANCE CHARGE AND BALANCE CALCULATIONS:*** We use the Average Daily Balance (including new purchases) method to compute a portion of the **Finance Charges** on your account. We calculate periodic rate finance charges separately for each Balance Category.

(A) To compute Billed Periodic Rate Finance Charges:

- (1) For each Balance Category, we multiply your Daily Balance (see below) by the applicable daily periodic rate for each day of the billing cycle; then
- (2) We add together all of the products calculated in (1) above.

(B) To compute the Daily Balance for each Balance Category:

- (1) We take the Beginning Balance of each day;
- (2) Add any new transactions (such as Purchases, Balance Transfers, Cash Advances and debit adjustments, as applicable) and any new fees\*\*\*;
- (3) Subtract any applicable payments, credits, or credit adjustments; and
- (4) We treat a credit balance as a balance of zero.

\*\*\* The annual fee, credit life fee, SecureCredit<sup>®</sup> program fee and in certain circumstances, the overlimit fee are **not** included in the Daily Balance calculation until the first day of the **next** billing cycle.

We add the amount calculated in accordance with (A) (1) above to the Daily Balance and this amount becomes the Beginning Balance for the next day.

On your billing statement, we will calculate an Average Daily Balance for each Balance Category by adding all your Daily Balances for that Balance Category and dividing that amount by the number of days in the billing cycle. If you multiply the Average Daily Balance for a Balance Category by its daily periodic rate and multiply the result by the number of days in the billing cycle, the total will equal the Billed Periodic Rate Finance Charges for that Balance Category, except for minor variations due to rounding.

Cash advance, balance transfer, and foreign transaction fee **Finance Charges**, if any, are added to your Billed Periodic Rate **Finance Charges** for all Balance Categories and are shown on your billing statement as Total Billed **Finance Charges**. The **Annual Percentage Rate** on your billing statement is based on your Total Billed **Finance Charges**. This Agreement provides for daily compounding of finance charges and fees.

***MINIMUM FINANCE CHARGE:*** If periodic rate **Finance Charges** are billed in any billing cycle, the minimum Billed Periodic Rate **Finance Charge** will be as shown on the Schedule. We may allocate your minimum Billed Periodic Rate Finance Charge among your various Balance Categories in the manner that we select from time to time.

***BALANCE TRANSFERS:*** We may permit you to transfer balances from other credit card companies or financial institutions to your account up to the amount of your credit limit we make available for balance transfers. If you request an amount that we do not approve, we may process a partial transfer for less than you requested or we may decline the entire request. You may not transfer any balance you owe from any other InfiBank, N.A. account or any of your accounts with any of our related companies. We will charge you a balance transfer fee **Finance Charge** for any balance transfer as shown on the accompanying Schedule. No grace period will apply when calculating finance charges for a balance transfer. You should not transfer any amount that is in dispute in order to preserve your dispute rights. You should continue to monitor the other accounts that you request to transfer balances from and you should continue to pay the minimum payments due on those accounts until you receive statements from those creditors showing that the balances due them have been paid in full. This may not happen until after the balance transfer appears on your billing statement from us. You are liable for any late payments, finance charges or disputed amounts on your other accounts. If you want your other accounts closed following a balance transfer, you are responsible for doing so.

***CASH ADVANCE FEE FINANCE CHARGES:*** A cash advance fee **Finance Charge** will be imposed on cash advance transactions as shown on the Schedule. Cash advance fee finance charges will be added to your Cash Advances Balance Category.

***CASH EQUIVALENT TRANSACTIONS:*** Cash advance fee **Finance Charges** for Cash Equivalent Transactions will be charged as indicated on the Schedule. Cash Equivalent Transactions are those transactions performed using a merchant or service provider that VISA® or MasterCard® identifies as a seller of travelers checks, foreign currency, money orders, wire transfers, lottery tickets, funds used for wagers or gambling, or similar products or services. These transactions are also treated as cash advances for all other purposes on your account. Cash advance fee finance charges for Cash Equivalent Transactions will be added to your Cash Advances Balance Category.

***ANNUAL FEE:*** If your account has an annual membership fee, it is shown on the accompanying Schedule and will be charged to your account as a Purchase. If no annual fee is shown, then your account has no annual fee.

***OTHER FEES (such as late payment, overlimit, and service fees):*** We may charge additional fees as in effect from time to time. For each minimum payment which is not received by the payment due date or is dishonored for any reason, we may charge you a late fee as disclosed on the accompanying Schedule according to the amount of your New Balance. We may also impose

an overlimit fee as stated on the Schedule if the outstanding account balance (including Finance Charges and fees) exceeds your credit limit at any time during a billing cycle. A payment dishonored fee may be assessed as indicated on the Schedule for: (i) any payment whatsoever (including electronic form or otherwise) on your account which is dishonored or returned unpaid for any reason or which is returned because it is not signed, authorized or cannot be processed for any reason; and (ii) any Balance Transfer, Cash Advance, Special Offer check or similar instrument (including electronic form or otherwise) that is dishonored for any reason or for which we refuse to pay. A stop payment fee may be assessed as indicated on the Schedule for any stop payment order you request us to make. We may charge you a fee for (i) each sales draft copy you request (unless the request is related to an actual billing error); (ii) each additional or replacement card requested; and (iii) for each copy of a billing statement that you request. The amount charged for these fees is shown in the Schedule. We may charge you a fee for having us complete a customized card design that you request. We may charge you a fee for having us initiate an expedited payment over the telephone for you or for an expedited delivery of additional or replacement cards. For all ATM transactions, a surcharge may be imposed by the ATM operator. Each of the above fees will be added to the Balance Category that we select.

***FOREIGN TRANSACTION FEE FINANCE CHARGE:*** A foreign transaction fee **Finance Charge** will be assessed on all transactions made in currencies other than United States Dollars. The foreign transaction fee **Finance Charge** will be equal to a certain percentage of the amount of each foreign transaction (after conversion to United States Dollars) as shown on the Schedule. These fees will be added to the Balance Category that we select (for example, the Balance Category in which the foreign transaction is posted).

***TRANSACTIONS MADE IN FOREIGN CURRENCIES:*** Transactions made in currencies other than United States Dollars will be converted to United States Dollars under the then current regulations of VISA<sup>®</sup>, MasterCard<sup>®</sup> or the VISA<sup>®</sup>/PLUS<sup>®</sup> ATM Network. Those regulations currently provide that the conversion rate may be either (1) a wholesale market rate or (2) a government-mandated rate. VISA<sup>®</sup> and MasterCard<sup>®</sup> currently use the rate in effect on the date they process your transaction. The currency conversion rate in effect on the date your transaction is processed may differ from the rate in effect on the transaction date or the posting date. The VISA<sup>®</sup>/PLUS<sup>®</sup> ATM Network currently uses the rate in effect on the transaction date.

***REASONS FOR REQUIRING IMMEDIATE PAYMENT:*** Subject to applicable law and any right to cure that you may have under that law, we may require immediate payment of your entire account balance if:

- (1) you do not make any minimum payment to us when due;
- (2) you exceed your credit limit;
- (3) you make a payment to us that is dishonored for any reason;
- (4) you die or become insolvent;
- (5) you give us false or misleading information;

(6) a petition is filed by or against you in any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation proceeding;

(7) a receiver, liquidator or trustee is appointed for you or any of your property, or you make an assignment for the benefit of creditors;

(8) you are generally not paying or have announced that you will not pay your debts as they come due;

(9) a breach occurs under any note, loan agreement, or other obligation for borrowed money to which you are a party;

(10) a material adverse change occurs in your financial or other condition;

(11) you violate this Agreement or any other agreement you make with us; **OR**

(12) if we have reason to doubt your ability to repay us.

Our acceptance of a payment after one or more of the preceding events does not waive our right to require immediate payment of your entire account balance.

***TERMINATION OR SUSPENSION OF CREDIT PRIVILEGES:*** We may at any time, with or without cause and without advance notice, terminate this Agreement and/or temporarily or permanently suspend your credit privileges. This includes, but is not limited to, situations where you have violated this Agreement or where we have reason to doubt your creditworthiness (for example, if you pay us with insufficient funds checks on more than an occasional basis). Your obligations under this Agreement continue after your rights to obtain credit have been terminated or suspended.

***OUR RIGHTS:*** Our failure to exercise, or our delay in exercising, any of our rights under the Agreement for any reason will not mean we are unable to exercise those rights later. We may, from time to time on a consistent or inconsistent basis, take (or refrain from taking) certain actions that benefit you but that are not required by this Agreement or applicable law. Any such course of dealing or course of performance shall not be considered to add to our legal obligations to you under this Agreement. We may discontinue any such course of dealing or course of performance at any time without prior written notice.

***IMPORTANT NOTICE REGARDING CHANGES IN TERMS:*** We may unilaterally change the Annual Percentage Rates, fees and other terms of this Agreement at any time, including after your account is closed (and regardless of the reason you or we closed the account). This includes modifications, deletions and the addition of new provisions, including non-financial provisions (for example, we may add provisions relating to our enforcement rights or the resolution of claims and disputes). If we make changes, we will send you a written notice, if required by law. *Unless we explain otherwise in a change in terms notice you receive,* the following rules will apply: (1) changes will be automatically effective on the date we specify and without the necessity of any further assent on your part; (2) changed terms will apply to the then outstanding balance of your account as well as to future transactions and balances; (3) use of your account is not necessary for a change in terms to be effective (but we may consider your use as

confirmation that you agree to all announced changes); (4) if you disagree with a change you should pay off your balance and, if your account is still open, stop using your account.

**CHECKS THAT ACCESS YOUR ACCOUNT:** Any checks that we provide to you or issue on your behalf may be treated as cash advance transactions, unless we indicate otherwise (for example, we may indicate that certain Special Offer checks used to make balance transfers will be treated as Purchases). To stop payment on a check, you must notify us of the number and amount of the check before we receive it (we need not stop payment on checks that we issue on your behalf). We may pay post-dated checks unless you follow the procedure for stop payments. Checks that we provide to you may not be used to make payments on any account you have with us.

**CARDMEMBER BENEFITS AND REWARDS:** Cardmember benefits and rewards are subject to change or termination without notice. Cardmember benefits and rewards may be provided by third parties; we are not liable for such benefits or rewards or for the actions or omissions of those third parties.

**COMMUNICATIONS WITH YOU AND OTHERS:** We may call or e-mail you (using live operators, automatic dialing devices, or recorded messages) at home or work and those calls or e-mails will not be considered unsolicited. If you provide a cell phone number to us, either on the application or to a representative, or if you place a cell phone call to us, you agree that we may contact you (including for collection purposes) at that cell phone number. We may monitor or record any calls we make or receive. If you provide us with an e-mail address, either on the application or to a representative or if you send us an e-mail, you agree that we may contact you (including for collection purposes) at that e-mail address. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. We may make inquiries of third parties in connection with maintaining and collecting your account, and you authorize such third parties to release information about you to us. You agree to notify us of any change in your mailing address at least ten (10) days before such change. If mailed, notices to you shall be considered given when we include the notice on or with your billing statement or when we deposit the notice in the US mail addressed to the most recent address we have for you.

**TRANSFERS:** We may transfer all or part of your account balance, along with our rights under this Agreement, to another person or entity. That person or entity will then be entitled to enforce our rights under this Agreement. You may not transfer your rights or obligations under this Agreement.

**GOVERNING LAW:** The interpretation and enforcement of this Agreement (including the exportation of interest rates) shall be governed by FEDERAL law and to the extent state law applies, GEORGIA law, regardless of conflict of law principles. On or after October, 15, 2009 to the extent state law applies, NEBRASKA law will apply in place of GEORGIA law. If there is any conflict between any of the terms and conditions of this Agreement and applicable law, this Agreement will be considered changed to the extent necessary to comply with the law. You agree that all terms of this Agreement are material to the determination of interest.

**ENTIRE AGREEMENT AND SEVERABILITY:** This Agreement, as modified by any change in terms we may provide, supersedes any prior communications between you and us. Any invalid

or unenforceable provision of this Agreement will not affect whether any other provision is valid or enforceable.

**“CLAIMS” AND RELATED DEFINED TERMS:** When this Agreement refers to a “Claim” it means any pre-existing, present or future claim, dispute or controversy that arises from or in any way relates to: (a) this Agreement, any prior Cardmember Agreement, your credit card account, the credit we offer or deny to you in connection with your credit card account, any advertising or application for your credit card account, or the benefits, rewards or other products or services that are offered in connection with your credit card account; or (b) the acts or omissions of you, of us, or of Related Parties if those acts or omissions affect or relate to your credit card account or any benefits, rewards or other products or services related to your credit card account. Claims include, but are not limited to, claims based on contract and tort (including intentional torts), claims made in law or in equity, claims based on constitutional, statutory, regulatory and common law rights, and claims for damages, penalties and injunctive, declaratory or equitable relief. When the term “you” is used in this provision on “Claims” or in the provisions on “Limitations on Claims” or “Arbitration,” that term means you and any of the following people who will be considered “Your Related Parties”: any co-applicant, joint cardmember, authorized user or guarantor on your credit card account, your heirs and your trustee in bankruptcy. References to “Our Related Parties” in this Agreement includes affiliated third parties such as our parent, subsidiaries, and affiliates and our and their officers, directors, agents, employees, representatives, successors and assigns. “Our Related Parties” also include unaffiliated third parties that provide products, services or benefits (to you or to us) in connection with your credit card account or that have otherwise participated in the marketing or servicing of your credit card account. Any Claim or Claims brought by or on behalf of a class, brought in a representative capacity or otherwise on a class basis, or brought in the form of a private attorney general action are referred to as “Class Proceedings” regardless of whether they are commenced in court or in arbitration.

**LIMITATIONS ON CLAIMS:** Before we bring a Claim against you, we must notify you in writing of our Claim, including the amount of the Claim. Before you bring a Claim against us, you must notify us in writing of your Claim, including the amount of the Claim. If we have a Claim based on a payment obligation that you may have to us: (1) our notification requirement will be considered satisfied by sending you a billing statement within the time required by applicable law and regulation; and (2) you will be afforded the period of time allowed by this Agreement and applicable law to make the payment before we commence court proceedings or arbitration. If you have a Claim based on something we or Our Related Parties may have done or failed to do: (1) you agree to provide your notification to us within 90 days after the time you could have first learned what we or Our Related Parties did or failed to do; and (2) we will be afforded a reasonable period of time to take corrective action before you commence court proceedings or arbitration.

You and we both agree, to the fullest extent allowed by law, that: (i) Claims will not under any circumstances be pursued in Class Proceedings; (ii) we waive the right to bring or to participate in Class Proceedings against you; and (iii) you waive the right to bring or to participate in Class Proceedings against us. If some other person initiates a Class Proceeding against you, we may not join that proceeding or participate as a member of that class. If some other person initiates a

Class Proceeding against us, you may not join that proceeding or participate as a member of that class. This paragraph is referred to below as the “Class Action Waiver.”

***ARBITRATION:***

**THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY:**

**WITH LIMITED EXCEPTIONS, THIS ARBITRATION PROVISION ALLOWS EITHER PARTY TO REQUIRE THAT ANY “CLAIM” (AS DEFINED ABOVE) BE RESOLVED BY BINDING ARBITRATION.**

**ARBITRATION REPLACES THE RIGHT TO GO TO COURT AND TO HAVE A CLAIM DETERMINED BY A JURY. OTHER RIGHTS YOU MAY HAVE IN COURT, SUCH AS DISCOVERY OR APPEAL RIGHTS, MAY NOT BE AVAILABLE OR MAY BE MORE LIMITED IN ARBITRATION. EXCEPT AS PROVIDED BELOW, THOSE OTHER RIGHTS ARE WAIVED.**

**YOU WILL NOT BE ABLE TO DO THESE TWO THINGS (IN COURT OR IN ARBITRATION): (1) BRING A CLAIM AS A CLASS ACTION OR IN A REPRESENTATIVE CAPACITY; OR (2) PARTICIPATE IN A CLAIM AS A CLASS MEMBER.**

Except as provided below: (1) you may unilaterally choose to have any Claim that we bring against you resolved through binding arbitration; and (2) we may unilaterally choose to have any Claim that you bring against us (or us and any of Our Related Parties) resolved through binding arbitration. If you assert a Claim against any of Our Related Parties, but you do not also assert that Claim against us, the Related Party (or whoever will be defending the Related Party) may unilaterally choose to have that Claim resolved through binding arbitration. If a court proceeding is commenced, the party that commenced that court proceeding may unilaterally choose to have any counterclaim, cross-claim, or third party claim brought in that proceeding resolved through binding arbitration. **If a party chooses to have a Claim resolved by arbitration pursuant to this arbitration provision, neither you nor we will have the right to litigate that Claim in court, have a jury trial on that Claim, or engage in pre-arbitration discovery, except as provided for in the applicable Arbitration Rules of the selected Arbitrator(s) and as otherwise set forth in this arbitration provision.**

“Ordinary Claims” are not subject to this arbitration provision and may be resolved through litigation. A Claim will be considered an “Ordinary Claim” if all three of the following are true: (1) the only remedy being sought for the Claim is monetary damages; (2) the recovery being sought for the Claim is less than \$25,000, excluding interest and costs; and (3) the only parties to litigation to resolve the Claim will be you, us and/or Related Parties.

The arbitration administrator (an “Administrator”) shall be either the American Arbitration Association (“AAA”) or National Arbitration Forum (“NAF”). Arbitrations shall be conducted in accordance with the arbitration rules and procedures of the AAA or NAF which are applicable and in effect when the Claim is initiated (the “Arbitration Rules”). However, if the Arbitration

Rules are inconsistent with this arbitration provision, this provision will prevail. If neither the AAA nor the NAF are available, Claims shall be submitted to one or more comparable organizations. The parties shall agree in writing on which comparable organization they wish to use. No other organization may be used.

Arbitrations may be initiated pursuant to the Arbitration Rules of the selected Administrator. One or more impartial arbitrators (the "Arbitrator(s)") will be selected pursuant to the Arbitration Rules, but any arbitrator must be either a lawyer with at least ten years experience or a former judge. You or we may choose to have an arbitration hearing. You and we may be represented by counsel throughout any arbitration. Arbitration hearings will take place in the federal judicial district where you reside at the time the Claim is initiated or some other place to which you and we agree in writing. The decision of the Arbitrator(s) will be final and binding. Any final decision of the Arbitrator(s) is subject to judicial review only as set forth in the Federal Arbitration Act. Judgment upon an award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

If there is a dispute as to whether any claim, dispute or controversy is a "Claim" subject to this provision, that dispute shall be resolved solely by the Arbitrator(s) (except as noted below with reference to Class Proceedings and except that a court may decide whether a Claim is an Ordinary Claim).

An arbitration pursuant to this provision may decide only your Claims, our Claims or Claims of Related Parties. The Arbitrator(s) shall have no authority to entertain or determine Class Proceedings. If the Arbitrator(s) decide they have authority to entertain or determine any Claim brought in a Class Proceeding, that decision may be appealed to a court of competent jurisdiction. If, despite this Agreement, Class Proceedings are allowed, those proceedings shall be conducted only in a court of competent jurisdiction. The claims of other persons who may (or may not) have similar claims may not be consolidated with any Claim. No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. The only Claims that may be joined under this arbitration provision are (1) those brought by us and Our Related Parties against you and Your Related Parties; or (2) those brought by you and Your Related Parties against us and Our Related Parties.

The Arbitrator(s) shall have no authority to award punitive damages.

If any portion of this arbitration provision shall be found to be unenforceable, that portion will be severed, and the rest of this arbitration provision will remain in effect. However, if the Class Action Waiver is held to be invalid with respect to any Class Proceeding, the entire arbitration provision shall be null and void.

We will reimburse you for the initial arbitration filing fee up to \$350 upon receipt of proof of payment, provided that you have initiated an individualized proceeding in good faith and in accordance with this Agreement and provided that you have not initiated your proceeding in concert with any other cardmember(s). All other fees will be allocated in keeping with the applicable Arbitration Rules and applicable law. We will also advance or reimburse other fees if the Administrator or Arbitrator(s) determine there is good reason for requiring us to do so or if you ask us and we determine there is good cause for doing so. Each party will bear the expense

of the fees and costs of that party's own attorneys, experts, witnesses, documents and other expenses, regardless of which party prevails.

This arbitration provision shall survive repayment of your extension of credit, changes to your credit card account and this Agreement (although this provision itself may be changed in accordance with the Important Notice Regarding Changes in Terms provision), our assignment of your credit card account, the issuance of a new credit card, the transfer of the balance in one credit account to another, your or our termination of the credit card account and the bankruptcy (or similar proceeding) of any party.

This arbitration provision is made in connection with a transaction involving interstate commerce, and shall be governed by and enforceable under the Federal Arbitration Act, 9 U.S.C. §§ 1 through 16, as amended. The Arbitrator(s) shall apply applicable substantive law consistent with the Federal Arbitration Act, the National Bank Act and OCC regulations and applicable statutes of limitations, and shall honor claims of privilege recognized at law.

You may obtain AAA rules and forms by contacting the AAA at 335 Madison Avenue, Floor 10, New York, NY 10017-4605, by visiting their web site at [www.adr.org](http://www.adr.org), or, if you cannot access the AAA web site, by calling the AAA at 800-778-7879. You may obtain NAF rules and forms by contacting the NAF at P.O. Box. 50191, Minneapolis, MN 55405, by visiting their web site at [www.arb-forum.com](http://www.arb-forum.com), or, if you cannot access the NAF web site, by calling the NAF at 800-474-2371.

## **YOUR 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.

#### **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.

## **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.

### **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. This Special Rule for Credit Card Purchases applies only to purchases made with your credit card and not to purchases made with Special Offer checks.

### **LIABILITY FOR UNAUTHORIZED USE**

You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify InfiBank, N.A. at P.O. Box 3696, Omaha, Nebraska 68103-0696, orally, or in writing, of the loss, theft or possible unauthorized use. In any case, your liability will not exceed \$50 or any lesser amount under agreement with the cardmember.

## Rates and Terms Schedule Overview (Addendum)

<b>Annual Percentage Rate (APR) for Purchases<sup>1</sup></b>	15.99% to 20.99%
<b>APR for Balance Transfers<sup>1</sup></b>	15.99% to 20.99%
<b>APR for Cash Advances<sup>1</sup></b>	20.24% to 20.99%
<b>Penalty APR<sup>1</sup></b>	None
<b>Minimum Finance Charge</b>	\$0 to \$1.75

<b>Set-up and Maintenance Fees</b>	
<ul style="list-style-type: none"> <li>● Annual Fee</li> <li>● Additional or Replacement Card Fee</li> <li>● Sales Draft Copy Fee</li> <li>● Copy of a Statement Fee</li> <li>● Stop Payment Fee</li> </ul>	<ul style="list-style-type: none"> <li>\$0 to 20</li> <li>\$10</li> <li>\$5</li> <li>\$3</li> <li>\$35</li> </ul>
<b>Transaction Fees</b>	
<ul style="list-style-type: none"> <li>● Balance Transfer Fee FINANCE CHARGE</li> <li>● Cash Advance Fee FINANCE CHARGE</li> <li>● Cash Equivalent Fee FINANCE CHARGE</li> <li>● Foreign Transaction Fee FINANCE CHARGE</li> </ul>	<ul style="list-style-type: none"> <li>the greater of \$10 or 4% of the transaction</li> <li>the greater of \$15 or 3% of the transaction</li> <li>the greater of \$15 or 5% of the transaction</li> <li>3% of the amount of the foreign transaction (after conversion to U.S. Dollars)</li> </ul>
<b>Penalty Fees</b>	
<ul style="list-style-type: none"> <li>● Late Fees</li> <li>● Overlimit Fee</li> <li>● Payment Dishonored Fee</li> </ul>	<ul style="list-style-type: none"> <li>\$35 to \$39</li> <li>\$39</li> <li>\$35</li> </ul>

**Index And When It Is Determined:** The Index is the highest U.S. Prime Rate as published in *The Wall Street Journal* during the 90 days immediately preceding the last day of each calendar month (the determination date). The Index will be effective for the entire billing cycle that ends in the second month after the determination date. For example if your billing cycle ends in July, we will use the Index determined on May 31st.

(1) The APR may or may not vary with the market based on the associated Index