



CARDHOLDER AGREEMENT AND PRIVACY POLICY NOTICE

FOR PERSONALIZED CARDHOLDERS

SCHEDULE OF FEES* (See Section 14: Fees for further detail)

Transaction Description	Fee
Card Activation Fee	\$ 7.99
Secondary Card Order Fee	\$ 7.99
Overnight Shipping Fee	\$30.00
Second Day Shipping Fee	\$20.00
Domestic POS Purchase Fee	\$ 0.35 (per purchase)
Domestic POS Insufficient Funds Fee	\$ 0.35 (per attempt)
Domestic ATM Withdrawal Fee	\$ 2.00 (per withdrawal)
Domestic ATM Balance Inquiry Fee	\$ 1.50 (per inquiry)
Domestic ATM Insufficient Funds Fee	\$ 1.50 (per attempt)
Monthly Card Maintenance Fee (per card)	\$ 4.99 (per month)
Closed Account Check Printing Fee	\$15.00
Card Replacement Fee	\$15.00
Initial Load Fee (via credit card)	3% of load amount

Transaction Description	Fee
Card Reloading Fee (via cash, direct deposit or any third party reloading network)	\$ 3.00
Card Reloading Fee (via credit card)	\$ 3.00 + 3% of load amount
ACH Fee (transfer to an external account)	\$ 2.50 (per ACH)
mCash to mCash Transaction	FREE
Bill Payment Fee	\$ 0.75 (per bill payment)
Bill Payment Stop Payment Fee	\$15.00 (per stop payment request)
Paper Statement Fee	\$15.00 (per statement)
International POS Purchase Fee	\$ 0.75 (per purchase)
International POS Insufficient Funds Fee	\$ 0.50 (per attempt)
International ATM Withdrawal Fee	\$ 3.00 (per withdrawal)
International ATM Balance Inquiry Fee	\$ 3.00 (per inquiry)
International ATM Insufficient Funds Fee	\$ 3.00 (per attempt)

* Schedule shows fees imposed by First Bank & Trust. Fees may be imposed by others in connection with your card.

This Cardholder Agreement (the "Agreement") is the contract outlining the terms under which the mCash prepaid card has been issued to you by First Bank & Trust, Brookings, South Dakota. Please read this Agreement carefully and save it for future reference.

This Cardholder Agreement (the "Agreement") is the contract outlining the terms and conditions under which the personalized mCash prepaid MasterCard® has been issued to you by First Bank & Trust, Brookings, South Dakota pursuant to a license by MasterCard International Incorporated. First Bank & Trust is a member of the FDIC and part of the Fishback Financial Corporation. Please read this Agreement carefully and save it for future reference.

1. Definitions - In this Agreement, "you", "your", and "Cardholder" mean the person or persons who have received the Card and are authorized to use the Card as provided in this Agreement. "We," "us," and "our" mean First Bank & Trust, the issuer of the Card. "Card" means the personalized mCash prepaid MasterCard® issued to you by us. "Account" means a numbered account that Cardholder may access by use of the Card and the records maintained by us to account for the value of the transactions associated with the Card. "Authorized User" means each person to whom we issue a Card at your request or who uses the Card or the Account with your consent. "MasterCard" means MasterCard International Incorporated and its successors and assigns.

2. Activation - You must activate the Card in order to use it. You may activate your Card by calling us at 1-800-235-8308 or by going online at www.mcashcard.com. We will impose a \$7.99 Card Activation Fee to activate your Card at time of purchase. Once activated, the Card may be used at any ATM displaying the Cirrus® brand mark, or at any merchant that accepts MasterCard®, including online purchases. When you activate your Card, any associated instant issue card will be deactivated and can no longer be used. Any remaining unused value in your instant issue account will then be accessible only by use of your personalized Card. When you activate your Card, you should destroy any associated instant issue card. You agree to sign the back of the Card immediately upon receipt.

3. Identification Requirements - IMPORTANT INFORMATION ABOUT THE PROCEDURES FOR OPENING A NEW ACCOUNT: TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY, AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS, DATE OF BIRTH, AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE YOUR DRIVER'S LICENSE OR OTHER IDENTIFYING DOCUMENTS.

4. Your Representations and Agreements - By retaining, activating, loading, using or authorizing the use of the Card (i) you represent and warrant that you are at least eighteen (18) years of age (nineteen (19) years of age if you are a resident of a state where the age of majority is nineteen (19)) and that the information provided by you is true, correct and complete; (ii) you acknowledge receipt of this Agreement and our privacy policy notice; (iii) you accept the Card; and (iv) you agree that you may have read and understand this Agreement and that you will be bound by and will comply with all of its terms and conditions.

5. Authorized Users - You agree that you will be liable for all transactions arising from use of the Card by an Authorized User, to the extent permitted by law. You may request a Secondary Card for an Authorized User. The Authorized User must be at least 14 years of age. We will impose a \$7.99 Secondary Card Order Fee for each additional Card.

6. Personal Identification Number - When you activate your card, you will be prompted to select a four-digit Personal Identification Number ("PIN"). You should not write or keep your PIN with your Card. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately, following the procedures in Section 26: Lost or Stolen Card or Unauthorized Transfers.

7. Value on Account - The value available to you on your Card is recorded in your Account and is limited to the funds that have been loaded onto the Card. The value will decrease each time you use the Card to make a purchase, obtain cash, pay bills, or transfer funds to another account, and each time a fee is charged to your Account in accordance with Section 14: Fees. The available balance of your Account is insured by the Federal Deposit Insurance Corporation up to \$100,000; however, all deposits you have with us in the same capacity are considered together for purposes of this limit. You are not entitled to receive, and we do not pay, any interest on the funds in your Account. Accordingly, the interest rate on your Account is zero percent (0%) with an annual percentage yield of zero percent (0%). All Accounts are opened by us at our bank office in Brookings, South Dakota.

8. Loading Your Card - You may add funds to your Card at any time by visiting any participating retailer. You agree to present the Card and meet identification requirements as may be required from time to time to add value to your Card.

You can also add value to your card online at www.mcashcard.com by transferring funds from another credit card or debit card account held by you to your Account or by transferring funds from an account held by you at another financial institution to your Account.

You may also arrange for a recurring electronic direct deposit of wages, salary, reimbursements, other such compensation (excluding certain government benefit payments), to your Account ("Direct Deposit"). The party that initiates the Direct Deposit (for example, your employer) is responsible for moving such funds to your Account pursuant to your instructions. You hereby authorize us to deduct funds from your Account to correct any error or overpayment to you or as otherwise set forth in this Agreement. If you have arranged to have Direct Deposits made to your Account at least once every sixty (60) days from the same person or company, the merchant or company making the transfer is required by law to tell you every time they send us the money. You may also check online at www.mcashcard.com to view individual transfers.

The minimum amount you may load on your Card at one time is \$10. You may add value to your Card a maximum of one time per day, two times per week, and eight times per month. However, the maximum value load you may place on your Card in any one day is \$2,500. The maximum Account balance you may have on your Card is \$10,000. We will impose a Card Reloading Fee when you add additional funds to your Card as described in Section 14: Fees.

You may call us at 1-800-236-8078 or go online at www.mcashcard.com for more information regarding reloading the Card.

9. Using Your Card - You may use your Card to purchase goods and services at any merchant displaying the MasterCard® brand mark as an accepted form of payment and to access cash at any Automated Teller Machine ("ATM") displaying the Cirrus® brand mark, subject to the terms and conditions of this Agreement.

You are responsible for all transactions initiated by use of your Card.

The Card is non-transferable and may be used only by you. Furthermore, you agree that you will: (a) not use the Card to purchase illegal goods or services; (b) promptly notify us of any loss or theft of the Card; and (c) use the Card only as permitted under this Agreement. If the Card is used to conduct transactions that are not permitted by this Agreement, we may, at our option and without waiving any of our rights, recognize the transactions and debit or credit your Account accordingly, to the extent permitted by law, or we may close your Account at our sole discretion.

If you use your Card number without presenting your Card (such as for a mail order, Internet, or telephone purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount and number of transactions you can make on your Card. As a security measure for you and us, we may also decline authorizations for certain transactions when we believe your Card may have been compromised or the transaction is not consistent with your purchasing patterns. We may also prohibit certain types of transactions where fraud or misuse is more common. Examples of such transactions include: Internet gaming, pay-at-the-pump, Internet service providers, and certain Internet sites. Your Card cannot be redeemed for cash, but you may use your Card to access cash at an ATM.

For security purposes there are limitations on the use of your Card to obtain cash at an ATM. In addition, the ATM operator or network may impose additional limitations on ATM transactions.

You should keep track of the amount of value you add to your Card. Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction. You are not allowed to exceed the available amount on your Card through an individual transaction or a series of transactions. Notwithstanding the foregoing, if a transaction exceeds the balance of the funds available on your Card, you will remain fully liable to us for the amount of the transaction and any applicable fees or charges.

"Open End" Transactions - There are certain types of merchants that sell goods or services where the final amount the merchant will charge to the Card is unknown at the time the merchant first accepts the Card. Typical merchants in this category include rental car companies, hotels, Internet service providers, certain time-based or variable cost merchants and others where the final purchase amount is not known up front. Therefore, the Card may be "authorized" or "have funds held" for more than the actual amount of the purchase until the final transaction is complete, which means that those "authorized dollars" are not available for you to spend elsewhere. Furthermore, transactions at certain merchants that authorize high dollar amounts, especially rental car companies and hotels, may cause an "authorization" or a "hold" on your available balance for up to ninety (90) days, which means you will not have access to the authorized dollar amount of these funds during that entire time. This is done to prevent fraud by Card users who may incur transaction amounts in excess of the amount first approved. Please note that we cannot manually release legitimate authorizations without a letter or fax from the merchant.

"Split Tender" Transactions - If you do not have enough value loaded on your Card to complete a POS transaction, you may instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount of the purchase with cash, check, or another card. However, some merchants do not allow cardholders to conduct split tender transactions or will only allow you to do a split tender transaction if you pay the remaining amount in cash. We cannot control these limitations.

10. Returns and Refunds - Any refund for goods or services purchased with the Card may only be made in the form of a credit to the Card. You are not entitled to receive the refund in cash.

11. Receipts - You should get a receipt at the time you make a transaction or obtain cash using your Card. You agree to retain your receipt to verify your transactions.

12. Disputes Regarding Goods or Services - We are not responsible for the delivery, quality, safety, legality or any other aspect of goods and services purchased by you with the Card. All such disputes should be addressed to the merchants from whom the relevant goods and services were purchased.

13. Overdrafts - You do not have the right to make transactions in amounts that exceed the available balance on your Card. We have the right to deny any transaction if the available funds on your Card are not sufficient to cover the transaction and all fees and charges related to the transaction. Your Card is not a credit card and your usage of your Card does not directly or indirectly trigger access to any line of credit, and your Account does not have a credit feature.

14. Fees - We will charge you the fees and charges set forth in the Schedule of Fees at the beginning of this Agreement, which fees are explained in detail below. All fees and charges will be deducted automatically from the value in the Account at the time the fee or charge is incurred, unless there is no value remaining in the Account, in which case you must mail payment to us at Card Services, 10545 Willows Rd., NE, Ste. 150, Redmond, WA 98052.

Card Activation Fee - Upon purchase of your Card, you will be assessed a \$7.99 Card Activation Fee.

Overnight Shipping Fee - We impose a \$30.00 Overnight Shipping fee for the overnight delivery of your Card sent by priority mail. Your lost, stolen, or replacement Card may be sent via regular postal mail, at no additional charge to you.

Second Day Shipping Fee - We impose a \$20.00 Second Day Shipping Fee for the second day delivery of your Card. Your lost, stolen, or replacement Card may be sent via regular postal mail, at no additional charge to you.

Domestic POS Purchase Fee - Each time you use your Card for a point-of-sale ("POS") transaction, we will impose a \$0.35 Domestic POS Purchase Fee.

Domestic POS Insufficient Funds Fee - If you attempt a POS transaction in an amount that exceeds the value on your Card, we will impose a \$0.35 Domestic POS Insufficient Funds Fee.

Domestic ATM Withdrawal Fee - Each time you obtain a Cash Advance from an ATM, we will impose a Domestic ATM Withdrawal Fee of \$2.00.

Domestic ATM Balance Inquiry Fee - Each time you use an ATM to inquire as to the balance on your Card, we will impose a \$1.50 Domestic ATM Balance Inquiry Fee.

Domestic ATM Insufficient Funds Fee - If you attempt an ATM transaction for an amount that exceeds the value on your Card, you will be charged a Domestic ATM Insufficient Funds Fee of \$1.50.

Monthly Card Maintenance Fee - You will be assessed a \$4.99 Card Maintenance Fee per card, per month.

Closed Account Check Printing Fee - If your Card expires and we choose not to issue a new Card to you or if you cancel your Card, we will impose a \$15.00 Closed Account Check Printing Fee to close your Account and return the value remaining in your Account to you.

Card Replacement Fee - If your Card is lost or stolen and you request a replacement Card, we may impose a \$15.00 Card Replacement Fee.

Initial Load Fee - If loading via a credit card at the time of the Card purchase, we will impose an additional fee of 3% of the amount loaded. No fee applies for the initial load if the initial load is made by cash.

Card Reloading Fee - We will impose a \$3.00 Card Reloading Fee when you add additional funds to your Card via cash, direct deposit, credit card, or through any third party reloading network, such as Green Dot. If loading via a third party reloading network, additional fees may apply from the third party. If loading via a credit card, we will impose an additional fee of 3% of the amount loaded.

ACH Fee - Each time you move funds from your Card to an external account (other than another mCash prepaid MasterCard®), we will impose a \$2.50 ACH Fee.

Bill Payment Fees - You may arrange to make certain bill payments by going online at www.mcashcard.com. Each bill payment will be subject to a \$0.75 Bill Pay Payment Fee. Each bill payment stop payment order, whether of an automated clearing house ("ACH") payment or a check payment, will be subject to a \$15.00 Stop Payment Fee.

Paper Statement Fee - You may have a paper statement mailed to you upon request. A \$15.00 Paper Statement Fee will be deducted from your available balance for each statement mailed to you.

Secondary Card Order Fee - You may request a Secondary Card for an Authorized User. There is a \$7.99 Secondary Card Order Fee for each additional Card.

We will impose the following fees when you use your Card to make a transaction outside of the U.S.

International POS Purchase Fee - Each time you use your Card for a POS transaction we will impose a \$0.75 International POS Purchase Fee.

International POS Insufficient Funds Fee - If you attempt a POS transaction in an amount that exceeds the value on your Card, we will impose a \$0.50 International POS Insufficient Funds Fee.

International ATM Withdrawal Fee - Each time you obtain a Cash Advance from an international ATM, we will impose an International ATM Withdrawal Fee of \$3.00.



CARDHOLDER AGREEMENT AND PRIVACY POLICY NOTICE

FOR PERSONALIZED CARDHOLDERS

International ATM Balance Inquiry Fee - Each time you use an international ATM to inquire as to the balance on your Card, we will impose a \$3.00 International ATM Balance Inquiry Fee.

International ATM Insufficient Funds Fee - If you attempt an international ATM transaction for an amount that exceeds the value on your Card, you will be charged an International ATM Insufficient Funds Fee of \$3.00.

15. ATM Fees - In addition to the fees charged by us for ATM transactions as described in Section 14: Fees, you may incur additional fees when you use an ATM. You may be charged a fee by the ATM operator or any network used and may be charged a fee for a balance inquiry even if you do not complete a funds transfer.

16. Cancellation, Suspension of Use - We, in our sole and absolute discretion, may limit your use of your Card. We may refuse to issue a Card, may revoke the Card privileges, or may suspend the use of the Card with or without cause or notice, other than any notice required by applicable law. The Card at all times remains our property and may be repossessed by us at any time. If you would like to cancel use of the Card, call us at 1-800-236-8078 or write to us at Card Services, 10545 Willows Rd. NE, Ste. 150, Redmond, WA 98052. If we decide to cancel or suspend use of the Card, we will attempt to notify you by U.S. mail or electronic mail. Upon cancellation of the Card privileges, use of the Card must be immediately discontinued. You agree not to use or attempt to use an expired, revoked, or otherwise invalid Card. Our cancellation of Card privileges will not affect your rights and obligations pursuant to this Agreement.

17. Card Expiration - You may use the Card only through the expiration date noted thereon. Without limiting the generality of the foregoing, if you attempt to use the Card after expiration, transactions may not be processed.

18. Settlement Upon Expiration or Cancellation - If there is a balance remaining in your Account upon expiration of the Card, the balance will be transferred to a new Account that we choose to issue a new Card to you. If we choose not to issue a new Card to you or if we or you cancel your Card for any reason, we will return to you the balance remaining on the Account less all amounts owed in connection therewith (including the \$15.00 Closed Account Check Printing Fee, and all other fees and charges described in this Agreement). A check made payable to you will be mailed to your most recent postal address as indicated in our books and records.

19. Credit Inquiries - You agree that we may make any credit, employment and investigative inquiries as we deem appropriate in connection with the activation, issuance, loading, reloading or review of the Account, whether for fraud, misuse or otherwise. These inquiries may include inquiries to credit reporting agencies and bad check databases.

20. Periodic Statements - You may request a periodic statement by contacting us via telephone at 1-800-236-8078 or writing to us at Card Services, 10545 Willows Rd. NE, Ste. 150, Redmond, WA 98052. Periodic statements are available online at www.mcashcard.com at no charge.

21. Preauthorized Credits - If you have arranged to have direct deposits made to your Account at least once every sixty (60) days from the same person or company, the person or company making the deposit will let you know if the deposit is not made. The person or company making the deposit is also required by law to tell you every time they send us the money.

22. Preauthorized Transfers

Stop Payment Rights - If you have told us in advance to make regular payments out of your Account, you can stop any of these payments by calling or writing to us at Card Services, 10545 Willows Rd. NE, Ste. 150, Redmond, WA 98052, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call.

Notice of Varying Amounts - If these regular payments may vary in amount, the person you are going to pay will tell you ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

Liability for Failure to Stop Payment of Preauthorized Transfer - If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Liability for Failure to Make Transfers - If we do not complete a transaction to or from your Account on time or in the correct amount according to our Agreement with you, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance: (a) if through no fault of ours, you do not have enough value in your Account to complete the transaction; (b) if the ATM where you are making the transfer does not have enough cash; (c) if our computer systems were not working properly and you knew about the breakdown when you started the transaction; (d) if a merchant refuses to honor the Card; (e) if circumstances beyond our control (such as fire, flood, terrorist attack or national emergency) prevent the transaction, despite reasonable precautions that we have taken; (f) if you attempt to use a Card that has not been properly activated; or (g) there are other exceptions stated in our Agreement with you.

23. In Case of Errors or Questions About Card Transactions - If you think your periodic statement or receipt is wrong or if you need more information about a transaction listed on the periodic statement, please contact us as soon as you can by calling 1-800-236-8078 or writing to us at Card Services, 10545 Willows Rd. NE, Ste. 150, Redmond, WA 98052. We must hear from you no later than sixty (60) days after we made available the first statement (online at www.mcashcard.com) on which the problem or error appeared. When notifying us, you must: (a) tell us your name, address, and Card number; (b) describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and (c) tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) business days for the amount you think is in error so that you will have the use of the value during the time it takes us to complete the investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your Account. We will tell you the results within three (3) business days after completing our investigation and we will correct any error promptly. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

24. Investigation Documentation - You have the right to request copies of documents we use in our investigation when you notify us of an error or question about your periodic statement as described herein.

25. Confidentiality and Disclosure of Information - We will disclose information to third parties about your Account or the transactions you make: (i) where it is necessary for completing transactions; (ii) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; (iii) in order to comply with government agency or court orders; and (iv) if you give us your written permission; or (v) in accordance with our privacy policy notice, which has been provided to you.

26. Lost or Stolen Card or Unauthorized Transfers - Tell us AT ONCE if you believe your Card has been lost or stolen or that someone has transferred or may transfer value from the Card without your permission. Telephoning us at 1-800-236-8078 is the best way of keeping your possible losses down, but you may also write to us at Card Services, 10545 Willows Rd. NE, Ste. 150, Redmond, WA 98052. You may be liable for unauthorized use of your Card. You will not be liable for unauthorized use that occurs after you notify us, orally or in writing, of the loss, theft, or possible unauthorized use. In any event, your liability will not exceed \$50.

27. Contact Information - If you have questions regarding the Card, you may call us at 1-800-236-8078 or write to us at Card Services, 10545 Willows Rd. NE, Ste. 150, Redmond, WA 98052.

28. Foreign Exchange/Currency Conversion - Purchases and cash access transactions made in currencies other than U.S. Dollars will be converted to U.S. Dollars under regulations established by MasterCard® and may include a margin and fees charged by MasterCard®. Conversion to U.S. Dollars may occur on a date other than the date of the transaction; therefore, the conversion rate may be different from the rate in effect at the time of the transaction.

29. Business Days - For purposes of this Agreement, our business days are Monday - Friday. Holidays are not considered Business Days.

30. Change of Address - If your U.S. mail or postal address changes, you must notify us immediately. Failure to do so may result in information regarding the Card being mailed to the wrong person or your transactions being declined at the point of sale. In such event, we will not be responsible for any unauthorized charges on the Account. Any notice given by us will be deemed given to you if mailed to you at the last U.S. mail address for the Card furnished by you to us. You agree we may accept changes of address from the U.S. Postal Service.

31. Change of Terms - Subject to the limitations of applicable law, we may at any time change or remove any of the terms and conditions of, or add new terms or conditions to, this Agreement. We will send notice of such change to you by U.S. mail to your current address listed on our books and records. As of the effective date included in any notice, the changed or new terms will apply to the Card, including, without limitation, all future transactions made using the Card. Notwithstanding the foregoing, advance notice of any change may not be given if it is necessary to make any such change immediately in order to maintain or restore the security of the Card or any related payment system. If any such change becomes permanent and disclosure to you of the change would not jeopardize the security of the Card or any related payment system, notice will be provided to you within thirty (30) days of making the change.

32. Unclaimed Property - If we have no record of transactions on the Card for several years, applicable law may require us to report the balance on the Card as unclaimed property. If this occurs, we will try to locate you at the address listed on our books and records. If we are unable to locate you, we may be required to deliver any value remaining on the Card to the State of South Dakota as unclaimed property.

33. Attorneys' Fees and Costs - Except as may be provided in the "Arbitration" section of this Agreement, you agree to pay all costs incurred by us, our successors or assigns, in collecting unpaid indebtedness or in enforcing this Agreement, including attorneys' fees and costs, as well as those costs, expenses and attorneys' fees incurred in appellate, bankruptcy and post-judgment proceedings, except to the extent such costs, fees, or expenses are prohibited by law.

34. Governing Law - This Agreement, your Account, and your Card, and any claim, dispute or controversy arising from or relating to this Agreement, your Account, or your Card, are governed by and construed in accordance with the laws of the State of South Dakota (without regard to its conflicts of law rules) and applicable federal law. The legality, enforceability, and interpretation of this Agreement and the amounts contracted for, charged, and received under this Agreement will be governed by such laws. This Agreement is entered into between you and us in South Dakota.

35. 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. 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. § 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 controversy or claim 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), based on any legal or equitable theory (tort, contract 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 the debt transferred to your Account, marketing or solicitations to open the Account, and the handling of your Account whether such Dispute is based on a federal or state constitution, statute, ordinance, regulation, or common law, and including any issue concerning the validity, enforceability or scope of this arbitration agreement.

For purposes of this arbitration agreement, the terms "you" and "your" include any cosigner or Authorized User and also your heirs, guardian, personal representative, or trustee in bankruptcy. The terms "us," "our," and "we" include our employees, officers, directors, 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 the National Arbitration Forum. 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

National Arbitration Forum
P.O. Box 50191
Minneapolis, MN 55405
Website: www.arbitration-forum.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 and conditions of this arbitration agreement, the terms and conditions of this agreement will apply.

Cost of Arbitration - We will pay the filing fee and any costs or fees charged by the arbitrator regardless of whether you or we initiate the arbitration. Except where otherwise provided by applicable law, each party will be responsible for its own attorneys' fees and other expenses. Unless prohibited by law, the arbitrator may award fees, costs, and reasonable attorneys' fees to the party who substantially prevails in the arbitration.

Place of Arbitration - Unless you and we agree to a different location, the arbitration will be held in the same city as the U.S. 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 refuses to enforce the class-wide arbitration waiver, or if an arbitration firm or arbitrator fails or refuses to enforce the waiver of class-wide arbitration, 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.

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 to your Account, to any other person or entity.

Right to Opt Out - If you do not wish your Account to be subject to this Arbitration Agreement, you must advise us in writing by contacting us at Card Services, 10545 Willows Rd. NE, Ste. 150, Redmond, WA 98052. 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 sixty (60) days after the date this Agreement was provided to you or your rejection of arbitration will not be effective.

36. Waiver - To the extent permitted by law, you waive and release us from all defenses, rights, and claims you have or may have against us arising from or relating to the Account or any use of the Card.

37. Telephone Monitoring/Recording - From time to time, we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

38. Delay of Rights - We can waive or delay enforcement of any of its rights under this Agreement without losing them.

39. Void Where Prohibited - Not all services described in this Agreement are available to all persons or at all locations. We reserve the right to limit, in our sole discretion, the provision of any such services to any person or in any location. Any offer of a service in this Agreement will be deemed void where prohibited.

40. Non-Assignability - You may not assign or transfer this Agreement or any of your respective rights, obligations, duties, responsibilities, or liabilities under this Agreement, and any attempt to the contrary will be null and void. This Agreement will be binding on you and your respective executors, administrators, and permitted assigns.

41. Severability - If any provision of this Agreement is determined to be invalid or unenforceable under any rule, law, or regulation, the validity or enforceability of any other provision of this Agreement will not be affected, and in lieu of such invalid or unenforceable provision there will be added automatically, as part of this Agreement, a provision as similar in terms as may be valid and enforceable, if possible.

42. Entire Agreement - This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings or agreements with respect to such subject matter.

PRIVACY POLICY NOTICE

First Bank & Trust ("we," "our," and "us") understands that customers are our greatest asset. Therefore, maintaining our customers' trust is among our highest priorities. We understand that how we handle information about our customers is an important responsibility and one we take very seriously.

This notice explains our standards for collecting, using, retaining, and protecting your nonpublic personal information. Nonpublic personal information means personally identifiable financial information that we have obtained in connection with providing financial products and services.

Protecting Your Nonpublic Personal Information - All of our employees are responsible for protecting the confidentiality of customers' nonpublic personal information. Employees are bound by this Privacy Policy and are educated on measures we have designed to protect your nonpublic personal information. Only employees involved in providing products and services to you or supporting your existing financial relationships with us are authorized to access or use your nonpublic personal information. We also maintain physical, electronic, and procedural safeguards aimed at preventing unauthorized access to such information, all of which are reviewed regularly for compliance with federal standards.

Information We Collect - We collect nonpublic personal information about you from the following sources:

- Information we receive from you, including information you provide on applications or other forms, such as your name, address, social security number, and personal financial information.
- Information we receive from your transactions with us, our affiliates, or others, such as purchases, deposits, and account balances.
- Information we receive from third parties, such as consumer reporting agencies, which may provide information such as your credit and/or employment histories.

Information We May Disclose to Affiliates - We may disclose all of the information we collect about our customers and former customers, as described above, to affiliated financial service companies where permitted by law. Affiliates are companies we own or control, companies that own or control us, or companies that are owned or controlled by the same company that owns or controls us. Our affiliates include banks, insurance companies, and loan servicing companies.

Information We May Disclose to Nonaffiliated Third Parties - We may disclose all of the information we collect about our customers and former customers, as described above, to nonaffiliated third parties that perform marketing services on our behalf, to other financial institutions with whom we have joint marketing agreements, or as permitted by law.