| Cardmember Agreement for Dacotah Bank Rewards Consumer Card | |
|---|---|
| This credit card program is issued and administered by Dacotah Bank. This information is accurate as of 10/2026. Please contact Dacotah Bank at 1-800-881-5611 for any changes made since the above date. | |
| **PRICING INFORMATION**: Actual pricing will vary from one Cardholder to another. | |
| **Annual Percentage Rate (APR) for Purchases** | Introductory Rate: **0%** APR for six (6) billing cycles after the Account is opened. After that, your rates will be:<br>**17.74%-26.74%**<br><br>Based on your creditworthiness.<br>This APR will vary with the market based on the Prime Rate. |
| **APR for Balance Transfers** | Introductory Rate: **0%** APR for six (6) billing cycles after the Account is opened. After that, your rates will be:<br><br>**17.74%-26.74%**<br><br>Based on your creditworthiness.<br>This APR will vary with the market based on the Prime Rate. |
| **APR for Cash Advances** | **27.74%**<br><br>This APR will vary with the market based on the Prime Rate. |
| **Penalty APR and When It Applies** | There is no Penalty Rate for your Account. |
| **Paying Interest** | Your due date is 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 Advances and Balance Transfers on the transaction date. |
| **Minimum Interest Charge** | If you are charged interest, then the Minimum Interest Charge will be no less than $1.00. |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at **http://www.consumerfinance.gov/learnmore**. |
| **Annual Fee** | **None** |
| **Transaction Fees** | |
| Balance Transfer Advance Fee | The greater of **$5** or **3%** of Transfer or Advance amount. |

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|---|---|
| Financial Institution Cash Advance Fee | The greater of **$5** or **3%** of Advance amount. |
| Cash Equivalent Advance Fee | The greater of **$5** or **3%** of Advance amount. |
| Cash Advance ATM Fee | The greater of **$5** or **3%** of Advance amount. |
| Foreign Transaction Fee | **1%** of Transaction amount |
| **Penalty Fees** | |
| Late Fee | Up to **$40** |
| Over-the-Credit-Limit Fee | **None** |
| Returned Payment Fee | Up to **$35** |

How We Will Calculate Your Balance: For Purchase balances, we use a method called "Average Daily Balance Method (Excluding Current Purchases)." For Cash Advances and Balance Transfers, we use a method called "Average Daily Balance Method (Including New Cash Advances and Balance Transfers)." See your Account Agreement for more details.

Introductory Rates: Your applicable introductory rates described above will continue for six (6) billing cycles after your Account is opened and will not be revoked for any reason prior to such time.

Variable APRs based on Prime: If any APR is based on the U.S. Prime Rate ("Prime Rate"), the APR will equal the Prime Rate plus the additional amount shown above. If the Prime Rate increases, it will cause the APR to increase. If the Prime Rate decreases, it will cause the APR to decrease. For each billing cycle we use the Prime Rate published in The Wall Street Journal on the 10th of each month (or if The Wall Street Journal does not publish on the 10th day of the month, we will use the Prime Rate from the last published day preceding the 10th). If the Prime Rate causes an APR to change, we put the new APR into effect as of the first day of the billing cycle for which we calculate the APR. We apply the new APR to any existing balances, subject to any promotional rate that may apply. If The Wall Street Journal does not publish the Prime Rate, we will use a similar published rate.

uChoose Rewards© Program: The uChoose Rewards© Terms & Conditions govern the uChoose Rewards© program and are available at www.dacotahbank.com.

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

This information is accurate as of 10/2026 and is subject to change after this date. For current information please contact Dacotah Bank at PO Box 1474, Aberdeen, SD 57402 or call us at 1-800-881-5611.

State-specific Information:

**California Residents:** A married applicant may apply for a separate card account. Each applicant (1) may, after credit approval, use the credit card account up to its credit limit; (2) may be liable for amounts extended under the plan to any joint applicant. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**New York and Vermont Residents:** Dacotah Bank may obtain at any time your credit reports, for any legitimate purpose associated with the account or the application or request for an account, including but not limited to reviewing, modifying, renewing and collecting on your account. On your request, you will be informed if such report was ordered. If so, you will be given the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Department of Financial Services by telephone at 1-800-342-3736 or visit www.dfs.ny.gov for free information on comparative credit card rates, fees and grace periods.

**Married Wisconsin Residents:** No provision of a marital property agreement, unilateral statement or court order applying to marital property will adversely affect a creditor's interests unless, prior to the time credit is granted, the creditor is furnished with a copy of the agreement, statement or court order, or has actual knowledge of the provision. All obligations on this account will be incurred in the interest of your marriage and family. You understand that we may be required to give notice of this account to your spouse. If you are a married applicant, you agree you will notify Dacotah Bank of your spouse's name and address within fifteen (15) days after completing an application.

## Account Agreement

This Agreement and the disclosures delivered to you upon the opening of your Account (the "Account-Opening Disclosures") (which are incorporated herein by reference), and any future changes we may make from time to time, is your contract with us and governs the use of your account ("Account") and any credit cards issued in connection with your Account ("Cards").

In this Agreement, "you," "your," and "yourself" mean each applicant or co-applicant for the Account, any person responsible for paying the Account, and anyone you authorize to use, access or service the Account. "We," "us," "our" and "Dacotah" mean Dacotah Bank.

**THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION (INCLUDING A CLASS ACTION WAIVER) THAT, UNLESS REJECTED BY YOU, WILL SUBSTANTIALLY AFFECT YOUR RIGHTS TO BRING A LEGAL ACTION IN COURT, INCLUDING CLASS ACTIONS. IT IS IMPORTANT THAT YOU READ THE ENTIRE ARBITRATION PROVISION SECTION CAREFULLY.**

### Account Features/Use of Your Account

Purchases

You may use your Account to purchase, lease or otherwise obtain goods or services from any merchant that accepts your Card or Account (including transactions you initiate by mail, telephone or over the Internet) ("Purchases"). Even if you do not sign a sales draft or the merchant has not provided you with a written receipt or other proof of sale, you are responsible for all Purchases made through your Account, except as expressly limited by law (see the "Your Billing Rights" section below for more details). We reserve the right not to honor quasi-cash or cash equivalent Purchases (e.g., cryptocurrency, money orders, gambling chips and any other items that serve as cash or are convertible to cash).

Advances

You may obtain cash advances on your Account (generally, "Advances"). These Advances may include withdrawals made from automatic teller machines ("ATMs") or financial institutions; transfers of funds to a deposit account, including as part of an overdraft protection program, if applicable; and customer-initiated online cash advances. Advances may also include cash equivalent transactions to acquire or initiate wire transfers, travelers checks, cashier's checks, money orders, foreign cash transactions, casino gambling and betting transactions and lottery tickets. Advances may be subject to additional fees and a separate cash credit limit (which shall not exceed, and may be lower than, the total credit limit for your Account). Advances at ATMs will require the use of the personal identification number ("PIN") that corresponds to your Card and may be subject to third-party ATM fees.

Balance Transfers

From time to time, in our sole discretion, we may offer you the ability to transfer other balances you owe to other entities or financial institutions to your Account. We do not permit balance transfers from other accounts or loans you may have with us or our affiliates. Additional fees may apply for balance transfers, as described below.

Promotions

From time to time, we may make special or promotional offers related to your Account. These offers are subject to the terms of this Agreement unless otherwise detailed on or with the offer itself or additional materials explaining the terms of such offer (the "Offer Materials").

Use with Mobile Phone or other Mobile Devices

Smart phones, tablets or other mobile devices (a "mobile device") may be able to download, store, and/or access account information, for instance through a mobile wallet, that may enable you to use the mobile device to purchase goods or services, make a balance transfer, or make a cash advance. In certain instances, those transactions will replicate using your Card to make a transaction on the internet with your computer. In other instances, the phone or mobile device will act as if it were a credit card itself. Applications that enable your mobile device will have unique terms governing those applications. Read them carefully. Transactions made through those applications are governed by this Agreement. When your Account information is accessible by your mobile device, it is important that you treat your mobile device with the same care you would your Card. For example, you should secure your mobile device against unauthorized access. Keep in mind, if you give someone your mobile device, that can be the same as giving that person your Card.

Recurring Preauthorized Transactions

Recurring preauthorized transactions occur when you authorize a merchant to automatically initiate a transaction using your Account on a recurring basis. If we issue a new credit card with a different number or expiration date to you, we may (but are not obligated to) provide your new card number and expiration date to a merchant with whom you have set up a recurring preauthorized transaction in order to continue your recurring preauthorized transactions. There will be circumstances in which you will need to contact the merchant.

## Interest

Interest rates

This section provides the interest rates, also referred to as corresponding Annual Percentage Rates ("APRs"), which are applicable to your Account. If a rate is a variable rate, we calculate that APR by adding together an index and a margin. For more information on variable rates, please refer to the "Variable Interest Rates" section of this Agreement below.

How Interest Is Calculated

We use the following methods to calculate interest on your Account:

Cash Advances – Average Daily Balance (including current Cash Advances). The interest charge on Advances begins from the date you obtain the Advance, or the first day of the billing cycle in which it is posted to your account, whichever is later. There is no grace period provided for current cycle Advances.

Balance Transfers - Average Daily Balance (including current Balance Transfers). The interest charge on Balance Transfers begins from the date you obtain the Balance Transfer, or the first day of the billing cycle in which it is posted to your account, whichever is later. There is no grace period provided for current cycle Balance Transfers.

Retail/Purchases – Average Daily Balances (excluding current Purchases). To avoid incurring interest on the balance of Purchases reflected on your monthly statement, you must pay the "New Balance" shown on your monthly statements on or before the Payment Due Date. The grace period for the New Balance of Purchases extends to the Payment Due Date.

The interest charges for a billing cycle are computed by dividing the Annual Percentage Rate ("APR") by 12 and applying that periodic rate to the "average daily balance" on your account. To get the average daily balance, we take the beginning balance of your Account each day, add any new Advances and Balance Transfers, and subtract any unpaid interest or other finance charges and payments or credits. We do not add in any new Purchases. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance. The billing cycle is a time period that ends on a "Statement Closing Date" determined by us and begins on the day after the Statement Closing Date of the previous billing cycle. Each monthly statement reflects a single billing cycle.

How to avoid paying interest

You have a 25-day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. To avoid incurring an additional interest charge on the balance of Purchases reflected in your monthly Account 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 Purchases extends to the Payment Due Date. There is no interest-free period for transactions that post to your Account as Advances or Balance Transfers except as provided in any Offer Materials for such. Those transactions are subject to interest from the date of the transaction until the date they are paid in full.

Variable Interest Rates

If any APR is based on the U.S. Prime Rate ("Prime Rate"), the APR will equal the Prime Rate plus the additional amount shown above. If the Prime Rate increases, it will cause the APR to increase. If the Prime Rate decreases, it will cause the APR to decrease. For each billing cycle

we use the Prime Rate published in The Wall Street Journal on the 10th of each month (or if The Wall Street Journal does not publish on the 10th day of the month, we will use the Prime Rate from the last published day preceding the 10th). If the Prime Rate causes an APR to change, we put the new APR into effect as of the first day of the billing cycle for which we calculate the APR. We apply the new APR to any existing balances, subject to any promotional rate that may apply. If The Wall Street Journal does not publish the Prime Rate, we will use a similar published rate.

Introductory Interest Rates

We may, at our option, offer you introductory interest rates for qualifying transactions. We will tell you in the Offer Materials the introductory rate that will be in effect and any conditions or requirements of such offer. Unless the Offer Materials state otherwise, an introductory rate will remain in effect until the last day of the billing cycle in which the introductory rate expires. Any introductory rate that applies to new or outstanding Account balances will increase to the standard rate that would otherwise apply.

Military Lending Act Disclosure

The following disclosure applies to persons covered by the Military Lending Act: Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

*MLA Oral Disclosure Statement*

Under the Military Lending Act, you have the right to receive certain disclosures orally. You can receive the required Military Lending Act oral disclosures by calling 1-800-881-5611.

**Account Fees**

Annual Fee

There is no Annual Fee for your Account.

Late Payment Fee

We may add a Late Payment Fee to your Account if your Minimum Payment Due is not received by the Payment Due Date shown on your monthly Account statement.

Returned Payment Fee

We may add a Returned Payment Fee to your Account if any payment on the Account is not honored or if we must return it to you because it cannot be processed, even if we elect to re-present the payment and it is paid upon such re-presentment.

Documentation Fee

We may charge you a Documentation Fee of $2.50 for each copy of a monthly Account statement, sales slip, refund slip, or Advance slip that you request. There will be no charge for documentation requests made in connection with a billing error notice, provided you follow the procedures regarding billing error notices detailed in the "Your Billing Rights" section of this Agreement.

Card Replacement Fee

We may charge you a Card Replacement Fee of $5.00 each time you request that your Card be replaced prior to the normal reissue date upon expiration of your Card.

Rush Card Fee

We may charge you a Rush Card Fee of $60.00 if you request expedited delivery of your Card.

On-Demand ACH Payment Fee

We may charge you an On-Demand ACH Payment Fee of $4.95 if you choose to make a payment on your Account over the phone with the assistance of one of our agents.

Transaction Fees

You agree to pay the following transaction fees in the amounts shown in your Account-Opening Disclosures:

- Balance Transfer
- Financial Institution Cash Advance
- Cash Equivalent Advance
- Cash Advance ATM
- Foreign Transaction

**Important Information About Your Account**

Credit limit

We will advise you of the applicable credit limit(s) on your Account. We may increase, decrease, restrict or cancel the credit limit(s) on your Account at any time, without advance notice. We are not obligated to allow your Account to go over its credit limit(s). Each time you attempt a

transaction which results in your applicable outstanding balance (plus authorizations) exceeding a credit limit, we may (1) permit the transaction without raising your credit limit; (2) permit the transaction and treat the amount of the transaction that is more than the credit limit as immediately due; or (3) refuse to permit the transaction.

Payments

You must follow the payment instructions on your billing statement. You must pay us in U.S. dollars. If you overpay or if there is a credit balance on your Account, we will not pay interest on such amounts.

*Minimum payments*

You must pay us at least the Minimum Payment Due by the payment due date each billing cycle. The Minimum Payment Due each billing cycle will depend on your APRs and your New Balance.

The "Minimum Payment Due" is the sum of all past due amounts plus the Current Payment. The "Current Payment" for each billing cycle is the sum of the following: (1) 3.00% of your balance (your New Balance as shown on your Account statement, except for any new interest charges and new Late Payment Fee), (2) new interest charges, and (3) any new Late Payment Fee. Your Current Payment will not be less than $25.00. We round the payment amount up to the nearest dollar. Your Minimum Payment Due will not include any overlimit amounts. If you make any payments prior to the due date shown on your Account statement that are less than the Minimum Payment Due, such payments will serve to decrease the Minimum Payment Due. For example, if your Minimum Payment Due of $50.00 is due by April 25th, and you pay $20.00 on April 10th, a Minimum Payment Due of the remaining $30.00 will then be due by April 25th.

*Application of Payments*

If you pay the required Minimum Payment Due as displayed on your Account statement, the payment shall be applied in the following way: first to interest, then to fees, and the rest shall be applied first to the debt resulting from Purchases and Advances with the lowest APR and then to such debt with the higher APR in ascending order. Consequently, the debt with the higher APR will not be reduced until the debt with the lower APR is paid in full. If you pay an amount in excess of the minimum required payment, the excess shall be applied first to the debt resulting from Purchase and Advances with the highest APR and then to the debt with the lowest APR in descending order. If a payment on your Account is returned, we reserve the right to debit the returned payment amount to the balance subject to the current non-promotional rate for Purchases on the Account.

*When payments are credited*

The date you mail a payment is different than the date we receive that payment. We will credit your payment the same day, subject to the applicable cutoff time, it is received as long as it is made in accordance with the instructions on your billing statement. Unless otherwise stated on

your billing statement, the cutoff time for payments received by mail, telephone and other electronic means is 5:00 p.m. Central Time. Payments received by 5:00 p.m. Central Time, Monday through Friday, will be processed the same day. Payments, including online payments, received on Saturday, Sunday or a holiday observed by the Federal Reserve will be processed on the next business day. If your payment is received after the payment cutoff time on the due date or any time thereafter, a Late Payment Fee may be charged to your Account.

*Authorization of electronic funds transfer*

We process most checks electronically. We use the information on your check to create an electronic funds transfer. Each time you send a check, you authorize a one-time electronic funds transfer. You also authorize us to process your check as a check or paper draft, as necessary. Funds may be withdrawn from your account as soon as the same day we receive your payment. You will not receive your cancelled check because we are required to destroy it. We will retain an electronic copy.

Delivery of Monthly Statements

We will provide you with a monthly Account statement for each billing cycle. Each monthly Account statement will be mailed or made available electronically, as applicable, within twenty-five (25) days before the Due Date of the payment for that billing cycle.

Unless you have elected to receive such materials electronically, we will mail your monthly Account statement to the address you provided in your Account application. You must notify us promptly when you change your address. We must receive this updated information at least one (1) day before the next Statement Closing Date in order to provide your Account statement at your new address. We may also change your address if so notified by the post office or others.

Authorized Users

You may notify us of a request to add authorized user(s) and/or issue Cards to additional users. You cannot limit the amount of authority you give to any authorized user. An authorized user's authority will continue until you notify us that you are terminating the authority and you physically retrieve the Card or other credit device.

Except by asking us to add an authorized user to your Account, you agree not to allow access to your Card, Account number, or PIN to anyone else to use your Account. If you give, lend, or otherwise make available to any other person your Card, Account number, or other credit device, you will be liable for any and all transactions made by that person, including transactions for which you may not have intended to be liable, even if the amount of those transactions causes a credit limit to be exceeded, unless and except as expressly required by applicable law.

Authorized users may have the same access to information about the Account and its users as the Account holder(s). We may send Account materials (statements, cards and notices) to any liable party, and that person will be responsible for delivering those materials to the other liable parties and authorized users.

Lost/Stolen Cards or Unauthorized Use

You must contact us promptly if any Card, Account number, PIN or other credit device is lost or stolen. You must also notify us if you think someone used or may use them without your permission. You may contact us by calling the telephone number on the back of your Card or on your billing statement or by writing to us at the address listed on your statement. When you contact us, we may require you to provide information to help in our investigation. We may require you to provide this information in writing. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed $50. For purposes of this Agreement, "unauthorized use" means the use of a Card by a person, other than a Cardholder, who does not have actual, implied or apparent authority to use the Card, and from which the Cardholder received no benefit. If you allow someone to use your Card or make changes to your Account, you can terminate this user's authority by retrieving the Card and notifying us. Until you do so, you remain liable for any use by the authorized user.

Foreign Transactions

A Foreign Transaction is any transaction (1) made in a foreign currency or (2) made in U.S. dollars if the transaction is made or processed outside of the United States. Foreign Transactions include, for example, online transactions made in the U.S. but with a merchant who processes the transaction in a foreign country. If you make a Foreign Transaction, we will assess the Foreign Transaction Fee listed in your Account-Opening Disclosures. Foreign Transactions made in a foreign currency will be converted by Visa International into a U.S. dollar amount in accordance with operating regulations or conversion procedures in effect at the time the transaction is processed. The conversion rate in effect on the processing date might differ from the rate in effect on the transaction or posting date.

Closing Your Account

You may close your Account by notifying us in writing or over the phone. If you have a joint Account, we will honor a request by any Cardholder to close the Account. We may also close your Account or suspend Account privileges at any time and for any reason without prior notice to you. We also have the right not to renew your Account upon its expiration. After your Account is closed, you will not be able to obtain additional Account credit, except that under certain circumstances if you use your Account for a transaction, the transaction may be posted to your Account. If you or we close your Account, you must still repay the total balance in accordance with the terms of this Agreement. If your Account is closed, you must destroy and/or return each Card to us upon request.

**Customer's Legal Responsibilities**

Responsibility to Pay

You agree to pay us for all Purchases, Advances, Balance Transfers, interest charges, Account fees and charges, any other transaction charges as provided in this Agreement, and, to the extent permitted under applicable law, attorneys fees and collection costs we incur to enforce this Agreement against you. This is the case even if your Account is only used by one of you, or is used by someone authorized by only one of you. If there is more than one Cardholder, each of you is responsible, together and separately, for the full amount owed on your Account. Your obligation to pay the Account balance continues even though an agreement, divorce decree, court judgment, or other document to which we are not a party may direct another person responsible to pay the Account.

Intent to Repay

Every time you use your Account, you represent to us that you intend to and have the ability to repay your Account obligations. We rely on this representation every time you use your Account.

Default/Events of Default

You and your Account will be in Default if:

1. you fail to make any payment when due;
2. you exceed your credit limit;
3. you violate any other provision of this Agreement;
4. you die without a surviving joint Cardholder;
5. you become insolvent, assign any property to your creditors, or go into bankruptcy or receivership;
6. you have made false statements on your Account application or in the maintenance of your Account;
7. we have any reason to believe that your Account is, or is in danger of, being used for fraud;
8. you are a married resident of a community property state and you or we receive a written termination notice of this Agreement from your spouse;
9. your Account becomes inactive;
10. anything happens that we believe in good faith materially increases the risk that you will not live up to your payment and other obligations under this agreement; or
11. this is a joint Account and one of you notifies us that he or she wants the Account closed or will no longer be liable on the Account.

Effect of Default/Immediate Repayment

If you are in Default, we may, in our sole discretion and in addition to our other remedies under this Agreement, declare all amounts you owe to be immediately due and payable, prohibit any further transactions on your Account, cancel the Card(s), and revoke any privileges associated with the Card(s).

In the event of Default, you agree to destroy and/or return all Cards to us or our designee upon demand.

If you are in Default, we may, in our sole discretion, refuse to pay any of your Advance or Balance Transfer checks that are presented to us. If we decide to honor such checks, you will owe us the amount of such checks under the terms of this Agreement.

Illegal Purchases/Usage

You may not use or permit your Account to be used to make any illegal purchase or transaction. You will only use your Account for transactions that are legal where you conduct them.

You may not use your Account to conduct illegal gambling transactions. Internet gambling may be illegal in your state. We will not be liable if you engage in any illegal transaction. We may deny authorization of any transactions identified as Internet gambling.

You may not use your Account to conduct transactions in any country or territory, or with any individual or entity that is subject to economic sanctions administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"). Use of your Account in those countries will be blocked.

**Bank's Legal Rights/Responsibilities**

Ownership of Account/Access Devices

Your Card and any other Account access devices that we supply to you are our property and must be immediately returned to us or our designated agent or otherwise destroyed or surrendered as we instruct.

Changes to Account/Terms

We may change the terms of this Agreement and your Account at any time, including APRs and fees, in accordance with applicable law and the terms of this Agreement. We will give you notice of any such changes in the manner required by law. Any changes or revised Account terms apply as of the effective date communicated to you in our notice to you unless the notice provides you with the right to opt out, and you do opt out, before the effective date.

Sale of Account/Assignment

We may, at any time and without notice to you, sell, transfer or assign your Account, any amounts due on your Account, this Agreement, or our rights or obligations under your Account or this Agreement to any person or entity. The person or entity to whom we make any such sale, transfer or assignment shall be entitled to all of our rights and shall assume our obligations under this Agreement, to the extent sold, transferred or assigned.

Refusal to Honor Transactions

We may deny any transactions for any reason at our discretion. We are not liable for any refusal to honor your Account. We are not liable for any retention of your Card by us, any other financial institution, or any provider of goods or services.

**Collection and Disclosure of Information; Communications**

Privacy Policy; Information Sharing

A copy of our Privacy Policy has been delivered to you and is incorporated as part of this Agreement by reference. You agree to provide and authorize us to collect information about you in order to verify your identity, conduct our business and deliver quality service, including information we receive about you, information we receive from third parties such as credit reporting agencies and information about your transactions with us and other companies. You authorize us to share such information about you or your Account with our affiliates and others. You may have the right to opt out of some information sharing. Please see our Privacy Policy for additional details.

You agree to provide such information in your application and on an ongoing basis as we may request in order to confirm your ongoing eligibility for the Account and satisfy any legal obligations we might have.

Credit Reporting Agencies

We may obtain credit or other consumer reports on you, check your credit and verify with others information you provide in connection with your Card and your application. We may report our credit and other experience with you to consumer reporting agencies and others who we determine have a legitimate need for the information. If you believe we have furnished inaccurate or incomplete information about you or your Account to a credit reporting agency, please write to us at:

Dacotah Bank
PO Box 1474
Aberdeen, SD 57402

Please include your name, address, home phone number, and Account number, and explain what you believe is inaccurate or incomplete.

Communications

You consent to and authorize Dacotah Bank, any of its affiliates, or its marketing associates and service providers to monitor and/or record any of your telephone conversations and other electronic communications with our representatives or the representatives of any of those companies for reasonable business purposes, including security and quality assurance. We may

not remind you that we may be monitoring or recording a call at the outset of the call unless required to do so by law.

Where you have provided a cell phone number directly to us, you consent and agree to accept servicing calls and text messages to your cell phone from us and the service providers we engage to manage your Account. For example, we or our service providers may place calls to you about fraud alerts or amounts you owe us (collection calls) on your Account. For any telephone or cell phone calls/communications we or our service providers place to you, you consent and agree that those calls may be automatically dialed, including artificial or prerecorded messages or texts.

## General

Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable, the remaining provisions will remain in effect and continue to be enforceable.

Entire Agreement

This version of the Agreement replaces any previous version of the Agreement posted online or otherwise delivered to you. This Agreement, together with such other agreements and documents are incorporated herein by reference (including, without limitation, any credit disclosures you received with your application and any agreements made in your application), as each is modified by any change in terms we may deliver from time to time in accordance with applicable law, constitutes the entire agreement between you and us, and supersedes any prior negotiation, agreement, or understanding between you and us concerning the subject matter of this Agreement.

Governing Law

This Agreement is governed by the law of South Dakota, whether or not you live in South Dakota, and whether or not your Account is used outside of South Dakota, and by any applicable federal laws. You agree that (1) this Agreement is entered into in South Dakota; (2) all credit under this Agreement is extended from South Dakota; and (3) all credit extended under this Agreement is subject to, and governed by, South Dakota law.

Waiver

We do not give up our rights under the Agreement or applicable law when we fail to exercise or delay exercising those rights. Our failure or delay to exercise any right or remedy we have against you does not mean that we waive that right. We may accept late payments, partial payments or checks and money orders marked as being payment in full without losing any rights under this Agreement.

**Arbitration Provision**

**ARBITRATION AGREEMENT AND WAIVER OF CLASS ACTION**

**READ THIS ARBITRATION AGREEMENT CAREFULLY. IF YOU DO NOT REJECT THIS ARBITRATION AGREEMENT AS SET FORTH BELOW, IT WILL BE PART OF THIS AGREEMENT AND WILL HAVE A SUBSTANTIAL IMPACT ON THE WAY YOU OR WE WILL RESOLVE ANY CLAIM WHICH YOU OR WE HAVE AGAINST EACH OTHER NOW OR IN THE FUTURE.**

Arbitration is a method of resolving disputes in front of an arbitrator instead of having a trial in court in front of a judge or jury. An "arbitrator" is a neutral person from the organization listed below who will decide the dispute. This Arbitration Agreement and Waiver of Class Action provision ("Arbitration Agreement") governs when and how disputes between you and us will be arbitrated if a dispute arises and you or we choose to arbitrate the dispute instead of having a court of jury resolve the dispute.

**You and Dacotah Bank agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the products or services Dacotah Bank has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with Dacotah Bank (hereafter referred to as the "Claims"). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration Agreement, even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at www.adr.org; or, a copy of the Rules can be obtained at any Dacotah Bank branch upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS ACCOUNT AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. This Arbitration Agreement shall not apply to claims that are initiated in or transferred to small claims court.**

Selection of Arbitrator.

The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules, and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.

Effective Date.

This Arbitration Agreement is effective upon the 31st day after we provide it to you ("Effective Date"), unless you opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision below. If you receive your statements by mail, then the Arbitration Agreement was provided to you when it was mailed. If you receive your statements electronically, then it was provided to you when you were sent notice electronically.

Arbitration Proceedings.

The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including any kind of relief that could be awarded by a court, including injunctive relief. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. Dacotah Bank shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, you will be responsible for your own attorneys' fees, unless you prevail on your Claim in the arbitration, in which case, we will pay your attorneys' fees. Conversely, if Dacotah Bank prevails, then you will not be required to pay its attorneys' fees and costs. Nothing contained in this Arbitration Agreement shall prevent either you or Dacotah Bank from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies.

Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

Survival. This Arbitration Agreement 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.

**Class Action Waiver. ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.**

Severability. In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

**Right to Opt-Out. You have the right to opt-out of this Arbitration Agreement and it will not affect any other terms and conditions of your Account Agreement or your relationship with Dacotah Bank. To opt out, you must notify Dacotah Bank in writing of your intent to do so within 30 days after the Effective Date. Your opt-out will not be effective and you will be deemed to have consented and agreed to the Arbitration Agreement unless your notice of intent to opt out is received by Dacotah Bank in writing at 308 South Main Street, P.O. Box 1210, Aberdeen, SD 57401 within such 30 day time period. Your notice of intent to opt out can be a letter that is signed by you or an email sent by you that states "I elect to opt out of the Arbitration Agreement" or any words to that effect.**

FOR MORE DETAILS or if you have questions, you may call us or visit a branch. If you have questions about AAA procedures, you should check AAA's website, www.adr.org, OR call AAA at (800) 778-7879.

**IF YOU WERE A "COVERED BORROWER" UNDER THE MILITARY LENDING ACT AT THE TIME THE ACCOUNT WAS ESTABLISHED, (I) THE ABOVE ARBITRATION PROVISION AND JURY TRIAL WAIVER PROVISION, (II) ANY WAIVER OF THE RIGHT TO LEGAL RECOURSE UNDER ANY OTHERWISE APPLICABLE PROVISION OF STATE OR FEDERAL LAW, AND (III) ANY OTHER PROVISION OF THIS AGREEMENT THAT IS NOT ENFORCEABLE AGAINST YOU UNDER THE MILITARY LENDING ACT, WILL NOT APPLY TO YOU WHILE YOU REMAIN A "COVERED BORROWER."**

## YOUR BILLING RIGHTS; KEEP THIS NOTICE FOR FUTURE USE

### 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:

Dacotah Bank
PO Box 1474
Aberdeen, SD 57402
You may also contact us on the Web: www.dacotahbank.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 charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

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

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

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

## Your Rights If You Are Dissatisfied With Your Credit Card Purchases

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

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

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

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

Dacotah Bank
PO Box 1474
Aberdeen, SD 57402
www.dacotahbank.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.