

Young Americans Bank ("Issuer"), **3550 East First Avenue, Denver, Colorado 80206** may issue under this Agreement a Visa Classic credit card (the "Card"). The following services may be available under this agreement:

- a) Automated teller machines (see ATM Access)
- b) Credit purchases at participating merchants
- c) Manual Cash Advances

Each person ("Cardholder") applying for a Card by using or authorizing another to use the Card hereby agrees with Issuer as follows:

Cardholder authorizes Issuer to pay for Cardholder's account items reflecting credit purchases and cash advances obtained through use of the Card.

FEES AND CHARGES:

Annual Fee: No annual fee.

CREDIT LIMIT: Issuer will inform Cardholder from time to time of the maximum amount of indebtedness ("Credit Limit") that may be outstanding at any time, which Credit Limit is made part of this Agreement by reference. Cardholder agrees not to use or permit the use of the Card in any manner that would cause the outstanding balance in Cardholder's account ever to exceed the Credit Limit. If the outstanding balance in Cardholder's account ever exceeds the Credit Limit, Cardholder shall pay such excess to Issuer upon demand by Issuer.

CHANGE OF NAME AND ADDRESS: Cardholder agrees to promptly notify Issuer of any change in name, address, or telephone number by writing Issuer at the return address shown on the periodic statements.

PERIODIC STATEMENT: As of the end of each billing cycle, Cardholder will be furnished a periodic statement showing, among other things, the amount of the purchases, cash advances, and Interest Charges posted to Cardholder's account during the billing cycle, together with payments and credits posted to the account. The periodic statement will also show the total amount due as of the end of the billing cycle designated as "New Balance".

PAYMENTS: Cardholder promises to pay Issuer at the address specified on the periodic statement for all credit extended, together with any Interest Charge as herein provided, all such payments to be in lawful money of the United States of America and in immediately available funds.

Cardholder agrees to pay Issuer:

- a. the entire New Balance by the Payment Due Date shown on the periodic statement
- b. or, at Cardholder's option, an amount which shall be at least 3% of the New Balance or \$10.00 whichever is greater, plus any amount that is past due and any amount that is in excess of the Credit Limit.
- c. If the New Balance is less than \$10.00, it shall be paid in full.

In the event that Cardholder has given Issuer a proper notification of a billing error, as that term is defined in the Truth-In-Lending Act and Regulation Z promulgated by the Board of Governors of the Federal Reserve System, the minimum payment will not include any amount attributable to the amount(s) of the item(s) covered by such notification. If the New Balance is less than \$10.00, it shall be paid in full.

If the New Balance is paid in full and posted to the Cardholder's account by the Payment Due Date, no Interest Charge is imposed on Current Billing Cycle Purchases (i.e. purchases itemized in the Current Periodic Statement). All payments received by 5:00 p.m. during Issuer's normal business day at the address indicated on the statement will be credited to the Cardholder's account as of the date of receipt of payment.

Payments are applied first to billed Interest Charges next to billed fees, next to old cash advances and or old billed purchases, next to current cycle billed cash advances and or current cycle billed purchases. If your account has balances with different APRs, we will allocate the amount of your payment equal to the Total Minimum Payment Due to the lowest APR balance first. Payment amounts in excess of your Total Minimum Payment Due will be applied to the balances with higher APRs before balances with lower APRs.

All credit for purchases and cash advances is extended at the option of the merchant or cashing bank, and the Issuer shall not be responsible for refusal of any merchant or bank to honor the card.

INTEREST CHARGES: Interest Charges are imposed from the date a Purchase or Cash Advance is posted to the Cardholder's account until the date that payment in full has been credited to Cardholder's account.

HOW TO AVOID PAYING INTEREST ON PURCHASES: Your due date is at least 25 days after the close of each billing cycle. Interest on purchases will not be charged if you pay your entire balance by the Payment Due Date each month.

INTEREST RATES:

Fixed Rate:

The Monthly Periodic rate of **INTEREST CHARGE** for Purchases (as defined in "Calculation of Interest Charge" below) is a Fixed rate equal to 1.241667% (which corresponds to an **ANNUAL PERCENTAGE RATE** equal to 14.9%) and for Cash Advances (as defined in "Calculation of Interest Charge" below) is a Fixed rate equal to 1.575000% (which corresponds to an **ANNUAL PERCENTAGE RATE** equal to 18.9%).

Calculation of Interest Charge: If an interest charge is shown on the periodic statement, it is computed in the following manner: If payment in full for the entire New Balance shown on the periodic statement for the previous billing cycle is received by the Payment Due Date, we do not assess a periodic Interest Charge on the Purchases balance of your account.

If such payment was not received when payment was due, we figure the **Interest Charge for Purchases** on your account by applying the periodic rate as indicated in your card member disclosure to the "average daily balance" of your account (including current transactions). To get the "average daily balance" we take the beginning balance on your current statement, subtract any billed interest

charges and billed fees, then each day add in any new purchases, subtract any payment and credits on the date they post to your account this gives us the daily balance for each day in the billing cycle. Each daily balance is then added together and divided by the total number of days in the billing cycle. This gives us the "Average Daily Balance" which is stated as the "Balance Subject to Interest Rate" on your statement.

We figure the **Interest Charge for Cash Advances** on your account by applying the periodic rate as indicated in your card member disclosure to the "average daily balance" of your account (including current cash transactions). To get the "average daily balance" we take the beginning balance on your current statement, subtract any billed interest charges and billed fees, then each day add in any new cash advances, subtract any payment and credits this gives us the daily balance for each day in the billing cycle. Each daily balance is then added together and divided by the total number of days in the billing cycle. This gives us the "Average Daily Balance" which is stated as the "Balance Subject to Interest Rate" on your statement.

FOREIGN TRANSACTIONS: The exchange rate between the transaction currency and the billing currency used for processing international transactions is:

- A rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard itself receives, or
- The government-mandated rate in effect for the applicable central processing date, in each of the above instances, plus or minus any adjustment determined by the Issuer.

ATM ACCESS: If the card is encoded by us so as to permit its use to operate automated teller machines (ATM), Cardholder will be charged with any and all funds obtained by cash advances from any ATM which involves access by use of the Card. The Card may not be used to withdraw funds on deposit in Cardholder's checking or savings account, and Issuer shall have no obligation or responsibility with respect to any such service offered by any other financial institution. If you use an ATM, you may be charged a fee by the operator of the machine and/or by the ATM network.

LOST OR STOLEN CARD OR UNAUTHORIZED USE: If the Card is lost or stolen, Cardholder agrees to notify Issuer immediately and to cooperate with Issuer in all reasonable and appropriate ways, including but not limited to, providing Issuer with all facts and information known by or reasonably available to Cardholder regarding such loss or theft. Cardholder may be liable for unauthorized use of the card. Cardholder will not be liable for unauthorized use that occurs after Cardholder notifies Issuer at the address or telephone number provided on Cardholder's monthly statement, in writing or orally, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50 for unauthorized cash advances at ATMs. You will have no liability for unauthorized purchases made with your Visa credit card.

DEFAULT: In the event that (a) the Card is cancelled or its surrender demanded by Issuer, (b) Cardholder defaults in any payment pursuant thereto, (c) Cardholder dies or seeks to obtain relief as a debtor in any proceeding under any bankruptcy, insolvency, or debtor-relief law, (d) any attachment or garnishment proceedings are initiated against Cardholder, Issuer may at its election declare all amounts then owed to Issuer by Cardholder to be immediately due and payable, without notice or demand of any kind, which are hereby waived by Cardholder.

Cardholder agrees to pay all amounts actually incurred by Issuer as (a) court costs, (b) attorney's fees set by a court, (c) lawful fees for filing, recording, or releasing in any public office any document securing Cardholder's account hereunder, (d) the reasonable costs actually expended for repossessing, storing, preparing for sale, or selling any collateral, (e) fees for noting a lien on or transferring a certificate of title to any motor vehicle securing Cardholder's account hereunder, and (f) premiums or other identifiable charges received in connection with permitted sale of insurance.

YOUR BILLING RIGHTS

KEEP THIS NOTICE FOR FUTURE USE

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

What To Do If You Think You Find A Mistake On Your Statement

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

Young Americans Bank
PO BOX 5054
Sioux Falls, SD 57117

You may also contact us by phone 1-866-643-1217, International Calls: 605-782-3544
or by fax at 605-782-3352.

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 error *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:

- 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.
- 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 an 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 questions 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 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 our contact information listed above.

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.

OTHER AGREEMENTS, TERMS AND CONDITIONS:

- a. Issuer may at any time, without liability to Cardholder and without affecting Cardholder's liability to Issuer for credit previously extended, decline to make further advances for Cardholder's account and revoke the Card, which remains the property of Issuer and which Cardholder agrees to surrender to Issuer upon demand.
- b. Cardholder authorizes Issuer or any credit bureau or other investigative agency employed by Issuer to investigate the references given to Issuer or statements or other data obtained from Cardholder or from any other person pertaining to Cardholder's credit or financial responsibility. Cardholder also authorizes Issuer (a) to retain any credit application submitted to Issuer by Cardholder, irrespective of whether any such application is approved or declined, and (b) to answer questions from other parties regarding Issuer's own credit experience with Cardholder.
- c. Cardholder agrees to furnish promptly to Issuer, at Issuer's request, such additional financial or other information concerning the assets, liabilities, operation, and transactions of Cardholder as Issuer may from time to time reasonably request.

WARNING: THE TERMS OF THIS AGREEMENT MAY BE CHANGED IN ACCORDANCE WITH THE COLORADO UNIFORM CONSUMER CREDIT CODE AND OTHER APPLICABLE LAW. No change which involves a significant cost to the Cardholder and which has not been consented to in writing will be made without providing the Cardholder an opportunity to reject the change by discontinuing use of the Card prior to the effective date of the change.

GOVERNING LAW: This Agreement is made under and pursuant to the laws of the State of Colorado, and the validity, construction and enforcement of the Agreement and all matters arising out of the issuance and the use of the Card shall be governed by the laws of that State, and, to the extent applicable, the laws of the United States of America.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases and Balance Transfers	15.0% APR
Annual Percentage Rate (APR) for Cash Advances	18.9% APR This APR is a Fixed Rate.
Penalty APR and When it Applies	None
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances on the posting date.
Minimum Interest Charge	None
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	Classic: None
Transaction Fees <ul style="list-style-type: none"> Cash Advance 	None
Penalty Fees <ul style="list-style-type: none"> Late Payment Returned Payment 	None None

How We Will Calculate Your Balance: We use a method called "average daily balance (including current transactions)"

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