

Fees, Rates, Costs and Limitations

 [Click here for a printer friendly version of these Fees, Rates, Costs & Limitations.](#)

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	59.9%
APR for Cash Advances	59.9%
How to Avoid Paying Interest on Purchases	Your due date is at least 27 days after the close of each Billing Cycle. We will not charge you interest on Purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00. The Minimum Interest Charge will not be assessed in the first 12 months your Credit Account is open.
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at http://www.federalreserve.gov/creditcard .
Fees	
Set-up and Maintenance Fees	NOTICE: Some of these set-up and maintenance fees will be assessed before you begin using your Card and will reduce the amount of credit you initially have available. Based on your initial credit limit of \$300.00, your initial available credit will be only about \$270.00. <ul style="list-style-type: none">Processing FeeFirst Year Annual FeeSubsequent Year Annual FeeMonthly Servicing Fee
Transaction Fees	<ul style="list-style-type: none">Cash AdvanceForeign Currency
Penalty Fees	<ul style="list-style-type: none">Late PaymentReturn Item Charge

How We Will Calculate Your Balance. We use a method called "average daily balance (including new purchases)."

Right to Reject: You may still reject this plan, provided you have not used the Credit Account, up to 30 days from when the account was opened. If you do reject the plan, you are not responsible for any fees or charges, including any Processing Fee(s) paid prior to the receipt of your Account Opening Disclosures.

Account Terms: This credit card account ("Credit Account") is offered and credit cards are issued by First PREMIER® Bank (Sioux Falls, SD). When your Credit Account is approved, the complete terms applicable to the Credit Account will be furnished to you with the card. In the following disclosures, "Bank", "we", "our" and "us" each refer to First PREMIER Bank, and "you" and "your" each refer to the person applying to us for a Credit Account.

Changes To Rates, Fees And Terms: We may change the terms of your Credit Account, including the APRs at any time in accordance with the Credit Card Contract that will be sent with your Card.

Processing Fee: We require a one-time up front Processing Fee of \$45.00 to be paid before the Credit Account is opened to offset the risk associated with the Credit Account. If the Processing Fee is not paid in full within 85 days, your Credit Account will not be opened. Refer to the Refund Disclosures for additional information.

Available Credit And Cash Advance Limitations: Once the entire Processing Fee has been paid in full, using your debit or credit card, your Credit Account will be opened and you will have access to your initial available credit. Payments made by methods other than a debit or credit card will delay access to your available credit for up to six business days. After the Processing Fee has been paid in full, your initial Cash Advance limit will be 10% of your assigned credit limit. Once your Credit Account has been open and active for a minimum of 90 days, has two consecutive months of current payment history, is not currently delinquent and has had no return payments for the past 60 days, your Cash Advance availability may be increased to 50% of the assigned credit limit. Your initial credit limit will be \$300.00; your beginning Cash Advance limit will be \$30.00 and may increase to \$150.00 once the criteria above are met.

FEES AND INTEREST CHARGES
Your Credit Account is subject to the following fees and **INTEREST CHARGES**, each of which will be billed to your Credit Account as a Purchase:

Periodic INTEREST CHARGES: **INTEREST CHARGES** are imposed when you obtain a Cash Advance and when a Purchase is posted to your Credit Account. **INTEREST CHARGES** are imposed from the time a Purchase is posted until it is paid in full. However, if you pay your previous balance in full on or before the Payment Due Date shown on your previous Statement, you will have a grace period on Purchases of 27 days (from the Statement Closing Date to the Payment Due Date) and your current Purchases balance will not be subject to periodic **INTEREST CHARGES** to the extent you pay the current Statement in full on or before the Payment Due Date. There is no grace period for transactions that post to your Credit Account as Cash Advances or Balance Transfers. These transactions are subject to **INTEREST CHARGES** from the date of the transaction.

Computing Periodic INTEREST CHARGES: The **INTEREST CHARGE** is determined by multiplying the "Average Daily Balance" for Purchases and Cash Advances outstanding during the monthly Billing Cycle by the monthly "Periodic Rate". The monthly "Periodic Rate" for Purchases and for Cash Advances is determined by dividing the **ANNUAL PERCENTAGE RATE (APR)** by 12. The monthly "Periodic Rate" for Purchases is 4.9917%, which is equivalent to an **ANNUAL PERCENTAGE RATE** of 59.9%. The monthly "Periodic Rate" for Cash Advances is

4.9917%, which is equivalent to an **ANNUAL PERCENTAGE RATE** of 59.9%. **This ANNUAL PERCENTAGE RATE will be applied to fees assessed to your Credit Account as well as to Purchases and Cash Advances.**

Minimum INTEREST CHARGE: The minimum **INTEREST CHARGE** is \$1.00 for each Billing Cycle during which an **INTEREST CHARGE** based on a periodic rate is imposed. The minimum **INTEREST CHARGE** will not be assessed in the first 12 months your Credit Account is open.

Average Daily Balance: The Average Daily Balance is computed by taking the beginning balance of your Credit Account on each day, calculated separately for Purchases and Cash Advances, adding new Purchases and/or Cash Advances and subtracting any payments or credits to get each day's daily balance. The daily balances are then added together and divided by the number of days in the Billing Cycle to get the Average Daily Balance.

Annual Fee: We impose an Annual Fee on your Credit Account of \$30.00 for the first year and \$45.00 for each subsequent year. The Annual Fee will be charged on the first Billing Cycle after you have accepted this Card as provided in the Contract, and in about the same Billing Cycle of each following year. Refer to the Refund Disclosure for additional information.

Monthly Servicing Fee: Your Credit Account will be charged a Monthly Servicing Fee of \$6.25 per month (\$75.00 annually) until your Credit Account is closed and the balance is \$20.00 or less. This fee will not be assessed in the first 12 months your Credit Account is open. Refer to the Refund Disclosure for additional information.

Cash Advance Fee: In addition to the periodic **INTEREST CHARGE** on Cash Advances, there is an additional fee of 3% (minimum \$5.00/maximum \$10.00) for each Cash Advance obtained that month. This fee will not be assessed to Cash Advances taken in the first 12 months your Credit Account is open.

Foreign Currency Transaction Fee: 3% of the transaction amount in U.S. dollars. This fee will not be assessed in the first 12 months your Credit Account is open.

Late Fee: In each Billing Cycle in which your payment is late, you will be charged a Late Fee of up to \$35.00.

Return Item Charge: We impose a Return Item Charge of up to \$35.00 when a payment on your Credit Account is returned by the financial institution on which it was drawn for insufficient funds or any other reason. The charge may be imposed even if we elect to re-present the item and it is paid upon our re-presentation.

OTHER CHARGES

Additional Card Fee: If you authorize us to issue an additional Card on the Credit Account to you or other Authorized Users, there is an Additional Card Fee of \$29.00 imposed annually for each additional Card. If you choose the additional card option, your initial available credit will be \$241.00.

Autodraft Fee: There is an \$11.00 fee for each expedited payment completed through an autodraft service we provide if the payment is completed with the assistance of a live representative.

Credit Limit Increase Fee: Each time your Credit Account is eligible for and approved for an unsecured credit limit increase, a Credit Limit Increase Fee in the amount of 25% of the amount of the credit limit increase will be assessed to your Credit Account. For example: If approved for a \$100.00 credit limit increase, a \$25.00 Credit Limit Increase Fee will be assessed to your Credit Account, which will result in an additional available credit of \$75.00 on your Credit Account. This fee is automatically assessed upon approval of your credit limit increase, which could be as soon as 13 months after your Credit Account is opened. Refer to the Refund Disclosure for additional information.

Qualify For Future Credit Limit Increases: You will be eligible for consideration of a credit limit increase as soon as your Credit Account reaches month 13. Decisions on credit limit increases may be based on your performance under this Credit Account and other Related Credit Accounts you have with us and other credit criteria.

Copying Fee: If you request a copy of any Statement, sales draft or other document, we will charge you \$3.00 for each copy we provide.

Express Delivery Fee: We impose a \$35.00 fee for the express delivery of your Card. This service is only available for lost, stolen or replacement cards.

Internet Access Fee: We impose a fee of \$3.95 for Internet access. This is a one-time fee, which will only be assessed after you have agreed to this service.

Wire Transfer Fee: \$5.00 per transaction.

Authorization: You certify that all the information given in this application is true and correct and you are giving this information in order to obtain credit and authorize the Bank to obtain information concerning any statements herein. You agree to furnish the Bank with all requested information. You authorize the Bank to charge the Annual Fee, Monthly Servicing Fee and Additional Card Fee (if applicable) to your Credit Account.

Refund Disclosure: We will refund your Processing Fee and initial fees (those fees that are billed at the time of account opening) if (1) you have not used your Card for a Purchase or Cash Advance; and (2) you notify us within 30 days of opening your Credit Account (by paying the Processing Fee in full) that you wish to close your Credit Account. We will refund any partial payment of the Processing Fee if you do not open your Credit Account within 85 days of approval. We will refund any Credit Limit Increase Fee charged to your Credit Account if you notify us, within 30 days of the date of the Periodic Statement on which it appears, that you do not wish to have the credit limit increase. This will result in a reversal of the credit limit increase. Except as described in this paragraph, these fees are non-refundable.

Arbitration Notice: If you are issued a credit Card, your Credit Card Contract will contain a binding Arbitration Provision. In the event of any dispute relating to your Credit Card Contract, the dispute will be resolved by binding arbitration pursuant to the rules of the American Arbitration Association or an arbitration organization mutually agreed upon by the parties. Both you and we agree to waive the right to go to court or to have the dispute heard by a jury (except in regard to any collection activities on your Credit Account). You and we will be waiving any right to a jury trial and you also would not have the right to participate as part of a class of claimants relating to any dispute with us. Other rights available to you in court may also be unavailable in arbitration. When you receive your Credit Card Contract, you should read the Arbitration Provision in your agreement carefully and not accept or use the Card unless you agree to be bound by the Arbitration Provision.

If you have questions regarding this application, please write us at First PREMIER Bank, P.O. Box 5524, Sioux Falls, SD 57117-5524. Member FDIC.

YOUR BILLING RIGHTS

KEEP THIS DOCUMENT FOR FUTURE USE

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

What To Do If You Find A Mistake On Your Statement: If you think there is an error on your statement, write to us at:

First PREMIER Bank

P.O. Box 5524

Sioux Falls, SD 57117-5524

(You may also contact us on the Web: www.mypremiercreditcard.com.)

In your letter, give us the following information:

- **Account information:** Your name and Credit 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 three 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 \$50.00 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 \$50.00. (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 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:

First PREMIER Bank
P.O. Box 5524
Sioux Falls, SD 57117-5524
www.mypremiercreditcard.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.

Your Liability For Unauthorized Use Of Your Card: You will not be liable for unauthorized use of your Card or Credit Account. However to protect your rights, you are required to notify us orally or in writing as soon as you are aware that your Card or Credit Account has been lost, stolen or used without your consent. Certain exceptions apply and you may be liable for up to \$50.00. To notify us of the loss, theft or possible unauthorized use of your Card, call us at 1-800-987-5521, 24 hours a day.

Your Consent For Calls And/Or Text Messages To Your Cellular Phone: If we collect your cellular phone number from you, from another source or as a result of receiving a cellular phone call from you, you expressly consent to accept from us, our affiliates or any third party acting on our behalf:

- (1) Calls or text messages for collection purposes or for other account-related purposes, such as to process your application.
 - (2) Calls or text messages that we initiate to your cellular phone number made or transmitted using any automatic telephone dialing system and/or containing prerecorded messages.
- You agree you will be responsible for any fees or charges you incur as a result of incoming calls or text messages from us, from our affiliates, or from any third party acting on behalf of us or our affiliates.

Information Sharing: The following describes your agreement with us with respect to information sharing. By requesting, obtaining or using a credit Card from us you agree that we may release information in our records regarding you and your Credit Account: to comply with any properly served subpoena or similar request issued by a state or federal agency or court; to share your credit performance with Consumer Reporting Agencies and other creditors who we reasonably believe are or may be doing business with you on your Credit Account; to provide information on your Credit Account to any third party who we believe is conducting an inquiry in accordance with the Federal Fair Credit Reporting Act; to share information with our employees, agents or representatives performing work for the Bank in connection with your Credit Account; or to communicate information as to our transactions or experiences with you to persons or entities related by common ownership or affiliated by the corporate control or with any third party (including non-affiliates).

We may also share information such as: (1) information other than our own transactions with you with persons or entities related to the Bank by common ownership or corporate control; or (2) information on your Credit Account with certain companies to provide or offer you selected products, services or cardholder benefits. You may direct us not to share one or both of these. If this is your request, call 1-800-987-5521 or notify us in writing at First PREMIER Bank, P.O. Box 5528, Sioux Falls, SD 57117-5528. Be sure to include your name, address and Credit Account Number. You may receive a copy of our information on your Credit Account by writing or calling us at the address or telephone number listed above. By requesting or obtaining a Credit Account, you authorize us to check your credit history. You authorize your employer, bank and any other references listed to release and/or verify information to us and our affiliates in order to determine your eligibility for the Credit Account and any renewal or future extension of credit. If you ask, you will be told whether or not consumer reports on you were requested and the names of the Consumer Reporting Agencies, with their addresses, that provided the reports. If you designate an Authorized User to use your Card, you understand that account information may also be reported to Consumer Reporting Agencies in the Authorized User's name.

State Disclosures:

California Residents: A married applicant may apply for a separate Credit Account. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a Consumer Reporting Agency if you fail to fulfill the terms of your credit obligations. After credit approval, each applicant shall have the right to use the Credit Account up to the limit of the account. Each applicant may be liable for amounts extended under the plan to any joint applicant.

Delaware Residents: Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month.

Kentucky Residents: You may pay the unpaid balance of your Credit Account in whole or in part at any time.

Maine Residents: Credit insurance provided herein is voluntary and you have the right to cancel such credit insurance at any time.

Vermont Residents: First PREMIER Bank may obtain a consumer report for any legitimate purpose in connection with your Credit Account or your application, including but not limited to reviewing, modifying, renewing and collecting on your Credit Account. Upon your request, we (First PREMIER Bank) will inform you of the names and addresses of any Consumer Reporting Agencies that have furnished the reports.

New York And Wisconsin Residents: This offer is not available to residents of New York or Wisconsin.

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

PREMIER Credit Protection®:

- PREMIER Credit Protection is an optional benefit of your First PREMIER Bank Credit Card. Whether or not you purchase PREMIER Credit Protection is not required to obtain credit or will not affect the terms of any existing credit agreement you have with First PREMIER Bank.
- The monthly fee for the PREMIER Credit Protection is based on your outstanding balance multiplied by \$0.89 per \$10 0.00. The fee is included on your monthly First PREMIER Bank Credit Card Statement.
- Subject to the limitations and exclusions listed in the Conditions and Requirements of the PREMIER Credit Protection Contract, PREMIER Credit Protection cancels the Current Month Minimum Payment, as reflected on your Credit Account billing Statement, in the event of Job Loss, Disability, Family Leave and Hospitalization. • PREMIER Credit Protection will cancel the full outstanding balance on your Credit Account as of the date of death upon benefit approval. This is subject to the limitations and exclusions listed in the Conditions and Requirements of the PREMIER Credit Protection Contract and a maximum aggregate limit of \$5,000.00.
- After 30 consecutive days of Job Loss or Family Leave and upon benefit approval, PREMIER Credit Protection will cancel your next Current Month Minimum payment due until: (1) six continuous payments have been canceled; (2) you return to work; or (3) the Credit Account balance is \$0, whichever occurs first.
- After 30 consecutive days of Disability and upon benefit approval, PREMIER Credit Protection will cancel your next Current Month Minimum payment due until: (1) six continuous payments have been canceled; (2) you are no longer disabled; or (3) the Credit Account balance is \$0, whichever occurs first.
- After one or more consecutive nights of Hospitalization and upon benefit approval, PREMIER Credit Protection will cancel your next Current Month Minimum payment due.
- PREMIER Credit Protection will not cancel past due or over limit amounts. You will be responsible for the delinquent and over limit amounts during the Protected Event Period. During any period in which payments for your Credit Account are canceled, you may not be able to use your Credit Account to make Purchases, take Cash Advances or for any other purpose.
- You will continue to be charged for PREMIER Credit Protection Fees during any benefit activation for Job Loss, Disability, Family Leave or Hospitalization.
- You must be enrolled in PREMIER Credit Protection for 30 days before a Protected Event may be activated.
- At least 120 days must elapse between the end of one Activation period and the beginning of another for the same type of event. There is a maximum aggregate limit of \$5,000.00 of protection that you may have with First PREMIER Bank under PREMIER Credit Protection.
- If you are not completely satisfied, you'll have 30 days after enrollment to cancel and receive a full refund of any PREMIER Credit Protection Fees. You may cancel your enrollment in PREMIER Credit Protection at any time.
- Please carefully read the PREMIER Credit Protection Conditions and Requirements applicable to all protected events provided in the fulfillment kit, which will be sent to you after enrollment, for a full explanation of each of these eligibility requirements, conditions and exclusions that could prevent you from receiving benefits under PREMIER Credit Protection.

Privacy Notice:

Protecting your privacy is of the utmost importance to First PREMIER Bank and PREMIER Bankcard, LLC. We want you to understand what information we collect and how we use it.

What Information We Collect:

We may collect "nonpublic personal information" about you from various sources including applications, accounts for loans, transactions with us or affiliates, or consumer reporting agencies.

What Information We Disclose: We may disclose all of the information about you that we collect.

You may opt out of First PREMIER Bank disclosing to nonaffiliated third parties or our affiliates by simply printing and completing the linked form: [First PREMIER Bank Privacy Notice](#) or you may obtain a copy by calling 1-800-987-5521.

W130

Please print these disclosures and keep them with your records.

The information described in this website is accurate as of the date you accessed it. If you have questions regarding this application, please write us at First PREMIER Bank, P.O. Box 5524, Sioux Falls, SD 57117-5524.