

# Cardholder Agreement

## **The Parties to this Agreement**

In this Agreement (as defined in the paragraph below), the words “you” and “your” refer to each person who requests that we establish a credit card account (the “Account”) and issue a Final Visa® Credit Card (a “Card”) to that person. The words “we”, “us”, “our” and “FB&T” mean First Bank & Trust (the issuer of the Card), located in Brookings, SD. “Final, Inc.” means Final, Inc and its subsidiaries. Definitions of additional terms are contained in other paragraphs of this Agreement. Final, Inc. will service your Card and Account for First Bank & Trust.

## **Credit Card Agreement and Disclosure Statement**

This document and the “Important Cost Information about our Credit Card” table of account-opening disclosures (“Disclosures”) make up your credit card agreement (this “Agreement”) with us. They are referenced together throughout this document as the Agreement. This Agreement contains important terms and disclosures regarding your Account and sets forth the legal rights and obligations between you and us. This Agreement becomes effective only if we establish an Account for you and issue you a Card. Please read this Agreement carefully and keep it for future reference. You will be bound by the terms of the Agreement unless you cancel your Account within 30 days after you receive your credit card and before you use your Card or Account. You may cancel your account by cutting your card in two and returning it to Final, Inc. PO Box 543000 Omaha, NE 68154 or contacting us at [support@getfinal.com](mailto:support@getfinal.com).

## **Your Acceptance of the Terms of this Agreement**

If you apply for a Card from us, use a Card we issue to you, use the card number(s) associated with the account, or if another person uses the Card or account number with your authorization, you will be deemed to have accepted and agreed to all of the terms and conditions of this Agreement.

If you do not wish to be bound by the terms and conditions of this Agreement, do not use the Card or authorize another person to use it. Instead, cut all of the Cards in two and return them to us within 30 days after you receive them or contact us at [support@getfinal.com](mailto:support@getfinal.com).

## **Important Information About Procedures for Opening a New Account**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

## **Consent To Use Electronic Signatures and Communications**

(a) **Your Consent:** To the extent permitted by applicable law, you consent to use electronic signatures and to electronically receive all records, notices, statements, communications, and other items for all services provided to you under this Agreement and in connection with your relationship with us (collectively, “Communications”) that we may otherwise be required to send or provide you in paper form (e.g., by mail). You acknowledge that you have read and accepted the Electronic Communications Agreement. By accepting and agreeing to this Agreement electronically, you represent that: (1) you have read and understand this consent to use electronic signatures and to receive Communications electronically; (2) you satisfy the minimum hardware and software requirements specified in the Electronic Communications Disclosure; and (3) your consent will remain in effect until you withdraw your consent as specified below.

(b) **Your Right to Withdraw Your Consent:** Your consent to receive Communications electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further Communications electronically at any time by contacting us at [support@getfinal.com](mailto:support@getfinal.com) or 855-552-5375. If you withdraw your consent to receive Communications electronically, we reserve the right to close your Card Account (in which case you will no longer be able to use your Card or participate in the Program, except as expressly provided in this Agreement). Any withdrawal of your consent to receive Communications electronically will be effective only after we have a reasonable period of time to process your withdrawal. Please note

that your withdrawal of consent to receive Communications electronically will not apply to Communications electronically provided by us to you before the withdrawal of your consent becomes effective.

**(c) Communicating With Us:** You must notify us if your contact information changes by contacting us at [support@getfinal.com](mailto:support@getfinal.com) or 855-552-5375. You can also contact us to request paper copies of documents that we previously provided to you. Please see Other Fees and Charges section below.

### **Use of Your Card**

You will only be permitted to perform transactions using your Card if your request for an Account is approved and you activate your Card in accordance with the instructions accompanying your Card. Subject to the terms of this Agreement, we will make loans to you from our offices in Brookings, South Dakota when you use your Card (which term as used in this Agreement includes use of the Card number associated with your Account) to purchase or lease goods or services (“Purchases”) from merchants who honor Visa credit cards.

### **Credit Limit**

We will establish a credit limit for your Account. Your initial credit limit is shown in account opening materials that accompany this document. Your current credit limit will be shown on each monthly statement of your Account. The total amount of credit outstanding on your Account at any time must not be more than your then current credit limit. We may change your credit limit or sub-limits from time to time. We will attempt to notify you if we do, but the change may be effective before you receive notice.

### **Exceeding Your Credit Limit**

If you request credit in any form which, if granted, would cause your total outstanding balance to exceed your credit limit, whether or not the balance was more than the respective credit limit before the request, we may refuse to honor the request or we may, in our sole discretion, honor the request and extend the credit. If we extend the credit, you will not be charged an over-the-credit limit fee and your minimum payment will continue to be calculated as provided in this agreement. You agree to repay the credit extension and the interest and other charges on it as part of the balance of your Account in accordance with the terms of this Agreement. We may extend credit that exceeds any credit limit applicable to your Account on one or more occasions without waiving our rights. If we previously honored requests for credit in excess of your credit limit, that does not mean we will or must honor further over-limit requests. We do not treat a request for credit that would exceed your credit limit as a request to increase the credit limit.

### **Calculating Interest Charges; Minimum Interest Charge.**

We calculate the interest on your Purchases (“Interest Charges”) by multiplying each of the “average daily balances” of your Account by the applicable daily periodic rate of interest and then by the number of days in the billing cycle, and by adding the resulting products together. If you are charged interest in a billing cycle, the Interest Charge will be no less than \$0.50. We may, at our election, waive Interest Charges on small Account balances.

The following paragraphs explain when we start to accrue Interest Charges, and how we calculate the rate of Interest Charges and the average daily balance.

### **When Interest Begins to Accrue**

(a) **Interest on Purchases.** Except as provided in paragraph (b) below, interest on each Purchase will accrue daily from and including the posting date until the date each Purchase is completely repaid according to the payment allocation method then in effect. Interest Charges will continue to accrue on the amount of your Balance until the date we post a payment to your Account (subject to your ability to avoid certain Interest Charges by paying the Balance in full).

(b) **How to Avoid Paying Interest on Purchases.** If you pay the entire unpaid balance on your Account reflected on your previous monthly statement (the “New Balance”) in full by the due date shown on that monthly statement, we will not charge you interest on any new Purchases during the current statement period. Also, we will not charge interest on any portion of your new Purchases

that you repay while those Purchases are subject to an interest free period as described in the prior sentence.

### **Periodic Rates and Annual Percentage Rates of the Interest Charge**

The periodic rates we use to compute interest on your Account and the corresponding annual percentage rates are described below:

(a) **Rate of Interest Charge on Purchases.** The daily periodic rate we use to compute the interest on all Purchases balances is a variable rate which is the sum of the Prime Rate (defined in subparagraph (b) below) plus a margin expressed as a percentage, divided by 365 (366 in leap years). The margin is disclosed in the Disclosures, under the table entitled "Important Cost Information about our Credit Card."

(b) **Variable Rates of the Interest:** The interest rates under subparagraph (a) above, other than any applicable introductory rate, are variable rates based on the prime interest rate published in the "Money Rates" table in The Wall Street Journal (the "Prime Rate"). The interest rates and the corresponding annual percentage rates of interest charged under this Agreement may change (increase or decrease) if the Prime Rate changes. The effect of an increase in the Prime Rate will be an increase in the interest rates and the corresponding annual percentage rates of interest charged under this Agreement (which may increase the amount of the Minimum Payment Due under this Agreement). We will calculate the interest rates applicable to your Account every month based on the Prime Rate published in the "Money Rates" table in The Wall Street Journal on the 25th of that month. If two or more Prime Rates are published on that day, the highest of those rates will be used to calculate the rates of the interest under this Agreement. If The Wall Street Journal isn't published on the 25th we will use the next day it is published. If The Wall Street Journal ceases publication, or no longer publishes the Prime Rate, or changes the manner by which its Prime Rate is determined, we may select another comparable index of short-term interest rates to be the "Prime Rate" under this Agreement.

(c) **Application of New Rates:** The new annual percentage rates, and the new daily periodic interest rates calculated by dividing the new annual percentage rates by 365 (366 in leap years), will apply to your Account beginning as of the first day of the billing cycle of your Account following the date on which the new annual percentage rates and the corresponding daily periodic rates were calculated, and will continue to apply until new annual percentage rates and the corresponding daily periodic rates are calculated and have become effective in the manner described in this paragraph.

### **Calculating the Balances to which the Periodic Interest Rates Are Applied.**

We calculate an "average daily balance" separately for Purchases and any special rate offers then in effect. To get the "average daily balance" of your Account we take the beginning balance of your Account each day for each of these types of transactions, add any new Purchases and other special rate offers (as applicable), and subtract any payments and other credits applied to that type of transaction under the payment allocation method then in effect (credit balances are treated as zero for purposes of calculating the daily balances). This gives us the daily balance for each of these types of transactions. Then, we add all of the daily balances for the billing cycle for each of these types of transactions and divide the respective totals by the number of days in the billing cycle. This gives us the "average daily balance" for your Account for each of these types of transactions.

### **Other Fees and Charges.**

In addition to Interest Charges, we will assess certain fees and charges against your Account as more fully set forth in this section and in the Disclosures.

#### **(a) International Transaction Fee:**

If you use your Card to make a transaction that is either:

(i) A transaction that was acquired in any country other than the United States, including transactions in other countries in U.S. dollars; or

(ii) A transaction that was acquired in the United States utilizing foreign currency;

We will charge your Account an International Transaction fee equal to 2.5% of the U.S. dollar amount of the transaction.

(b) **Penalty Charges:** The following fees will be charged to your Account as a Purchase in the billing cycle in which the event occurs:

(i) **Late Payment Fee** if we do not receive payment in an amount at least equal to the Minimum Payment Due shown on the monthly statement of your Account by the payment due date shown on the statement (“Payment Due Date”). The amount of the Late Payment Fee will be:

- (1) An amount equal to your Minimum Payment Due if your Minimum Payment Due is less than \$25; or
- (2) \$25 if your Minimum Payment Due is \$25 or more.

(ii) **Returned Payment Fee** if a payment on your Account is returned for insufficient funds or for any other reason. The amount of the Returned Payment Fee will be:

- (1) An amount equal to your Minimum Payment Due if your Minimum Payment Due is less than \$25; or
- (2) \$25 if your Minimum Payment Due is \$25 or more. \$35 for any additional returned payment during the same or next six billing periods after a returned payment. The fee will never be more than the amount permitted by law.

(c) **Other Charges:** The following fees will be charged to your Account as a Purchase in the billing cycle in which the event occurs:

- (i) \$5 per document for paper copies of documents you request that have been previously provided (statements are always available without charge by accessing your Account at [getfinal.com](http://getfinal.com)); and
- (ii) \$25 overnight card replacement fee.

#### **Statements**

We will provide a statement of your Account at approximately monthly intervals if: (a) there has been activity on your Account (such as a transaction or a payment) during the preceding month; (b) a finance charge or fee is assessed during the preceding month; or (c) or there is a balance (credit or debit) in your Account exceeding \$1.

We will not provide a monthly statement to you if none of the preceding are true or: (a) we deem your Account to be uncollectible; (b) we have instituted delinquency collection procedures; (c) we have charged off your Account; or (d) furnishing the statement would violate federal law.

#### **Repayment; Minimum Payment Due Each Month**

You promise to pay us the amounts of all credit you obtain through the use of your Card, all transaction fees and other charges we assess against your Account and all interest and other finance charges as provided in this Agreement. You agree to make your payments in the amounts and at the times provided in this Agreement. Time is of the essence.

You may pay any amount up to the entire unpaid balance (the “New Balance”) of your Account at any time without penalty. You agree to pay each month at least the amount of the Minimum Payment Due shown on your monthly statement by the payment due date shown on the statement. The monthly “Minimum Payment Due” is equal to: (a) your entire New Balance if your New Balance is equal to or less than \$25; or (b) if your entire New Balance is greater than \$25, 1% of the New Balance + Interest Charges + Late Payment Fees + Returned Payment Fees + any past due amounts, rounded up to the nearest dollar, or \$25, whichever is the greater. The Payment Due Date will be at least 21 days after the Closing Date disclosed on your monthly statement. If you overpay, or if a credit balance is otherwise created in your Account, we will not pay interest on that amount. See the monthly statement of your Account for details on timely posting of payments.

Payments must be made in U.S. dollars. Make your payment by going online to [www.dashboard.getfinal.com](http://www.dashboard.getfinal.com) or by using the Final Mobile App. Your payments are required to be set up electronically (whether paid directly from your bank account or through a Bill Pay provider). We reserve the right to not accept payment by check or other alternative means. **If you send a check or other alternative means of payment to any location, it may not be accepted and you may incur penalties for late payments when you finally transfer the funds electronically.** By opening an Account, you have agreed to provide payments electronically. For inquiries about your Account, please call us toll-free at 1-855-552-5375 or email us at [support@getfinal.com](mailto:support@getfinal.com)

**Allocation of Payments**

Your payments will be allocated among the charges on your Account in a manner that we deem is consistent with the requirements of applicable law. If different annual percentage rates apply to different balances of your Account, we will allocate any amount you pay in excess of the required Minimum Payment Due first to the balance with the highest annual percentage rate and any remaining portion to the other balances in descending order based on the applicable annual percentage rate in a manner that complies with applicable regulations and regulatory guidance. Even though your payment may be credited to your Account in the billing cycle in which the payment is received, your available credit may not be increased by the amount of the payment until your payment has cleared.

If you pay more than the Minimum Payment Due, you will not thereby prepay or postpone the due date of payments in the following months and you will continue to be obligated to make the Minimum Payment Due (if any) shown on your monthly statements in following months.

**Default**

Subject to our giving any notice required by law and to any other limitations imposed by law, you will be in default if (1) you fail to pay any amount you owe under this Agreement exactly when due; or (2) your Account balance exceeds your credit limit; or (3) you fail to abide by any other term of this Agreement; or (4) your ability to pay us is materially impaired (including, without limitation, if you file or have filed against you as debtor a proceeding under any chapter of the Bankruptcy Code); or (5) you die or become incapacitated; or (6) you are in default on any other credit account or loan you have with us.

**Our Right to Require Immediate Payment**

If you are in default, at our election, subject to any limitations imposed by law, we can require you to pay immediately all amounts you owe us under this Agreement without notice or demand.

**Collection Costs**

If you are in default, unless prohibited by applicable law, you agree to pay us or reimburse us for all costs and disbursements, including reasonable attorney's fees, we pay or incur in legal proceedings (including bankruptcy proceedings) to collect or enforce the debt you owe under this Agreement.

**Payment Holidays**

From time to time, solely at our option, we may allow you to skip one or more monthly payments. We will notify you when this option is available. If you skip a payment, interest will continue to accrue on your Account balance in accordance with this Agreement. The requirement that you make the Minimum Payment Due each month will resume following the payment holiday.

**Transactions Made in Foreign Currencies**

If a transaction is made in a foreign currency, we and Visa will convert the transaction into a U.S. dollar amount. Visa will act in accordance with their operating regulations or conversion procedures in effect at the time the transaction is processed and may use (i) 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 Visa itself receives, or (ii) the government-mandated rate in effect for the applicable central processing date, in each instance plus or minus any adjustment determined by Visa or us. The currency conversion rate calculated in this matter that is in effect on the processing date may differ from the rate in effect on the transaction date or the posting date. When any transaction must be converted back into a foreign currency because of a refund or other reversed transaction, the same currency conversion formula will apply.

**Billing Cycles of Your Account**

Each billing cycle of your Account begins on the day after the closing date shown on the preceding monthly statement of your Account and ends on the closing date shown on the monthly statement of your Account for the current month. A billing cycle occurs even if you do not receive a monthly statement of your Account as otherwise provided in this Agreement.

**Authorized Use of Your Card by Others**

Effective 07/01/2017

If you permit any person to have access to your Card or Account number with the authorization to make a charge, you will be liable for all charges made by that person as well as all fees associated with those charges, including charges you may not have intended that person to make, whether or not you notify us that they are authorized to use your Card.

#### **Certain Limitations on Use of Your Card**

Your Account is a consumer credit account. You must not use your Card primarily for business or commercial purposes. You agree that you will not use your Card or the card numbers associated with your Account in any of the following circumstances: (a) if we or you have suspended or cancelled your Card or Account; (b) after you report them as lost or stolen; (c) after you file a petition for bankruptcy; (d) for illegal transactions or any other illegal purpose, such as illegal gambling; (e) after the expiration date of a Card; or (f) for any transactions that would violate the terms of service, conditions, or use of any merchant, seller, or lessor.

#### **Additional Cardholder Benefits**

We may offer you certain additional cardholder benefits from time to time, including interest free special purchases, and temporary annual percentage rate reductions. Any such benefits, if offered and provided to you, will be subject to the restrictions outlined in the benefits information we provide to you. However, unless otherwise stated in the promotion, the terms of this Agreement shall also govern any such special benefits. We reserve the right to change, add to or discontinue these benefits and services at any time without notice to you.

#### **Refusal to Honor Your Card; Refused Authorizations**

We will not be liable to you if any other bank, any automated teller machine (ATM), or any seller or lessor of goods or services refuses to honor your Card or retains your Card when you attempt to use it. Even though you have available credit on your Account, we may fail or decline to authorize a particular transaction (and we will not be liable to you as a result) due to operational difficulties or, at our discretion, for other reasons we deem to be appropriate.

#### **Gaming and Wagering Transactions**

You agree not to use your Card or Account for any gaming or wagering transactions, including transactions for casino chips, bets, wagers, Internet gambling or any other gaming or wagering transaction. We will decline transactions for casino chips, bets, wagers, Internet gambling or any other gaming or wagering transaction.

#### **Suspension or Termination of Your Account**

We may suspend or terminate your right to obtain additional credit at any time, subject to any limitations under applicable laws. This includes relocation outside of the Final, Inc. service area (the 50 United States and the District of Columbia). You agree to return all Cards to us at our request. We may revoke any Card at any time, without cause and without notice. You may terminate your right to obtain additional credit at any time by notifying us of this immediately at 1-855-552-5375 or cutting all unexpired Cards outstanding on your Account in two and returning them to us at Final, Inc PO Box 543000 Omaha, NE 68154. Your obligations under this Agreement continue unchanged after your right to obtain credit has been suspended or terminated by you or by us. If you (or anyone you authorize) uses your Card or card number associated with your Card after you receive notice of termination or suspension from us and we pay a fee to recover such Card, the amount of that fee may be charged to your Account as a Purchase, even after your Account has been closed.

#### **Obligation of Multiple Cardholders**

All joint accountholders are individually and jointly responsible for paying the entire outstanding balance on the Account. If two or more persons are responsible for paying any outstanding balance, we may refuse to release any of them from liability until all of the unexpired Cards outstanding on the Account have been returned to us and the Account balance is paid in full. The obligations of the other obligated persons will not be affected by the release or discharge of one or more of the persons who are responsible for paying all or any part of the Account.

**Amendments**

Subject to our giving any notice required by law and to any other limitations imposed by law, we may amend this Agreement at any time. Unless otherwise provided by law, any notice of changed terms may be included online when you access your Account or via other electronic means. If a notice of an amendment gives you the opportunity to reject the amendment, and if you reject the amendment in the manner provided in the notice, we may terminate your right to receive additional credit and may require you to return all credit devices as a condition of your rejection of the amendment. If the amendment so provides, and subject to the requirements of applicable law, the amended Agreement (including any increased rate or amount of interest or other finance charge and other increased charges and fees) will apply to both existing and new balances of your Account, including, subject to the provisions of the notice of change in terms, all Purchases after the effective date of the amendment. This Agreement may only be amended in writing and amendments may only originate with us. An increase or decrease to the APR as a result of an increase or decrease to the Prime Rate does not constitute an amendment to this Agreement.

**Replacement Cards**

We may replace your Card with another credit card at any time.

**Communications Concerning Disputed Debts**

Any payment instrument you send us for less than the full balance due that is marked "paid in full" or similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to Final, Inc. PO Box 543000 Omaha, NE 68154. We reserve all our rights regarding such instruments. For example, if it is determined there is no valid dispute or if any such instrument is received at any other address, we may accept the instrument and you will still owe any remaining balance. Or, we may refuse to accept any such instrument by returning it to you, not cashing it, or destroying it. Satisfaction of your debt for less than the full amount due requires a written agreement, signed by one of our authorized representatives.

**Contacting You**

In order to service your Account or collect any amounts you may owe, you agree that we may contact you using any contact information related to your Account, including contact information: (i) you have provided to us, (ii) from which you contact us or (iii) at which we believe we can reach you. Within applicable federal and state law, we may use any means to contact you, which may include automated dialing services, prerecorded voice messages, mail, e-mail and text messages and calls to your cell phone. You are responsible for any amount charged by any service provider as a result of us contacting you. You agree to promptly notify us if you change any contact information you provide to us. As noted in the below section **Assignment**, this agreement extends to any party to whom we assign your Account, any sums due on your Account, this Agreement, and our rights or obligations under your Account and this Agreement.

**Notices**

Any notice provided to you by us shall be deemed given if and when delivered electronically or posted in the United States mail, postage prepaid, to the address we have for you in our records. Notices that you send us will be effective when we actually receive them. If you have a joint Account, a notice to one of you will serve as notice to both of you.

**Change of Name, Email or Mailing Address**

You must notify us immediately of any change of your name, mailing address, or email address from that shown on your latest monthly statement. Please email us at [support@getfinal.com](mailto:support@getfinal.com) to contact a representative. If you do not promptly notify us of any change, any notices and monthly statements we send to your old email or mailing address before we have had a reasonable time to process your address change notice will still be valid, even if you do not receive them.

**Assignment**

We may at any time, and without notice to you, assign your Account, any sums due on your Account, this Agreement, and our rights or obligations under your Account and this Agreement to any person or entity. The person or entity to whom we make any such assignment shall be entitled to all of our rights under this Agreement, to the extent assigned. You may not assign your rights under this Agreement.

Effective 07/01/2017

**Unauthorized Use of Your Account**

Notify us immediately of the loss, theft, or possible unauthorized use of your Card. You may be liable for unauthorized use of your Card if your gross negligence results in unauthorized use that occurs prior to you notifying us of such use. You will not be liable for unauthorized use that occurs after you notify us in writing via email at support@getfinal.com, or by telephone at 1-855-552-5375, of the loss, theft, or possible unauthorized use and we have had a reasonable opportunity to act on such notice. In any case, your liability for unauthorized use will not exceed \$50.

Please sign your Card immediately after you receive it to protect you and us from claims of unauthorized use. Please safeguard your Card like you would if it were cash.

**Monitoring Telephone Conversations**

You consent to and authorize us, any of our affiliates, and our marketing associates to monitor and/or record (unless prohibited by law) any of your telephone conversations with our representatives or the representatives of any of such companies.

**Information and Privacy**

Please refer to our "Privacy Notice" for our policies on information sharing and privacy.

You agree that we may, from time to time, make inquiries pertaining to your credit standing and financial responsibility. You authorize us to obtain a credit report on you at any time in the future in connection with our review, collection or administration of your Account. We may report information about your account to credit reporting agencies. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. We may also release information to others, including our affiliates, about our experience with your Account. This could include negative information if you do not comply with the terms of the Account. If you believe that inaccurate or incomplete information about you or your Account has been shared by us with a credit reporting agency, write to us via email at: support@getfinal.com. Please include your name, address, home phone number, and explain which information you believe is inaccurate or incomplete.

**Governing Law**

This Agreement is entered into in the State of South Dakota where the decision to grant credit is made and in which payments will be received. Therefore, this Agreement will be governed by the laws of the State of South Dakota without giving reference to conflict of law provisions. If there is any conflict between any of the terms and conditions of this Agreement and applicable law, this Agreement will be considered changed to the extent necessary to comply with the law. The other provisions of the Agreement shall not be affected.

**Severability**

If any part of this Agreement is found to be invalid or unenforceable, the rest of the Agreement will remain effective and any such illegal or unenforceable provision will be amended in conformance with applicable law or voided.

**No Waivers**

Any failure or delay by us in exercising any of our rights or remedies under this Agreement or under applicable law does not mean that we will not be permitted to exercise those rights or remedies later. We may accept late payments or partial payments without losing any of our rights or remedies.

**Transactions with Merchants**

(a) **Return Policy:** If a merchant discloses a policy such as "no returns", "no refund", "no return or credit without receipt", "as is", "store credit only", or "all sales final", you will be bound by that policy when you use your Card or Account to buy goods or services from that merchant.

(b) **Reservations:** When using your Account to make travel or lodging reservations, obtain the merchant's cancellation policy and follow it if you cancel. If you cancel, obtain the merchant's cancellation number that it is required to give you. The merchant may charge you for a cancelled transaction unless you can provide us with the merchant's cancellation number.

(c) **Recurring Transactions:** If you authorize a merchant to charge your Account for repeat transactions with your Card, you must notify the merchant when you want to discontinue the repeat transactions or if your Account is closed or a new Account number is issued by us. We reserve the right to notify Visa and/or merchants if your Account number or other information changes.

(d) **Dispute Assistance:** If you disagree with a transaction on your statement or have a dispute with the merchant as a result of the transaction, you will provide information or assistance we reasonably request to permit us to investigate the transaction. Otherwise, you will pay us for any resulting loss we have (up to the amount of the transaction) unless we are prohibited by applicable law from holding you liable for our loss. **“Your Billing Rights”** (as provided below) controls. If any provision of this paragraph conflicts with any part of the **“Your Billing Rights”** section below that is applicable to the particular transaction, the terms of the **“Your Billing Rights”** section will control.

## **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: Final, Inc. PO Box 543000 Omaha, NE 68154

In your letter, give us the following information:

- (1) Account information: Your name and Account number.
- (2) Dollar Amount: The dollar amount of the suspected error.
- (3) 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 via mail. 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 that it 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 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 at: Final, Inc. PO Box 543000 Omaha, NE 68154.

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.

## Rewards Program Terms & Conditions

These Rewards Program Terms & Conditions are the legal agreement that governs the rewards program offered in connection with your Card. The rewards program offer is sponsored by Final, Inc. (“we”, “us”, “our”). Participation in the rewards program is restricted to U.S. accountholders only. Transactions that qualify for reward points are determined at our sole discretion; we reserve the right to verify and adjust the reward points balance at any time. This rewards program is void where prohibited by federal, state, or local law.

(a) **Earning Rewards:** Reward points are accumulated after we enroll your Account in this program; no reward points will be provided retroactively. Reward points earned are based on new net purchase transactions. Reward points will be rounded to the nearest whole increment. Reward points are not accumulated for pending transactions; reward points will be accumulated when your purchase transaction posts to your Account. Please visit our mobile app or [www.dashboard.getfinal.com](http://www.dashboard.getfinal.com) for your most up-to-date reward points balance. Rewards are earned only upon redemption of reward points.

(b) **Redeeming Reward Points:** To redeem accumulated reward points, your Account must be in good standing, which means that it cannot be suspended, restricted, delinquent or otherwise in default. Rewards can be applied to your Account balance or disbursed directly to the bank account you have provided for Account payment. Rewards cannot be used to meet minimum payment obligations on your Account. Account credits lower your Account balance but do not count toward your monthly Minimum Payment Due. You may only redeem points to the extent you have sufficient points to receive a reward of at least \$10.00. All redemptions of accumulated reward points are final.

(c) **Taxes:** Rewards may be subject to taxes. We recommend consulting your accountant or tax attorney to determine any tax liability resulting from rewards redemption. We are not liable for any taxes on your behalf.

(d) **Disqualification, Alteration, Termination:** We reserve the right to disqualify your participation in this rewards program in the event of fraud, abuse of program privileges, or violation of applicable terms and conditions as determined in our sole discretion. Such termination may result in the forfeiture of any accumulated rewards. We reserve the right to alter, change, or terminate this rewards program at any time without notice. Redemption values vary and are subject to change without notice.

(e) **No consideration; no cash value; no right title or interest:** You acknowledge that the rewards program is a promotional program as to which you have paid no consideration and the reward points have no cash value until such time as you redeem them as permitted under the terms of this Agreement. You further acknowledge that no reward is earned, and you have no right, title or interest in the reward or the reward points, until all conditions precedent are met, including that you redeem your reward points as permitted under this Agreement.

(f) **Expiration:** Each of your reward points expires, and may no longer be redeemed, 36 months after it was first accumulated. For purposes of determining whether points have expired, your redemption of points will be accounted for on a first-in-first-out basis.

**No Waiver:** We reserve the right to delay or not enforce any of our rights under this rewards program without waiving or losing our right to enforce them later.

(g) **Nontransferability of Reward Points:** You may not transfer your reward points to anyone else, including through such events as sale, gift, inheritance, bankruptcy, or divorce, and only the primary cardholder on the Account may redeem reward points.