

032633024 Cardholder Agreement and Disclosure Statement.

Last updated: December 3, 2003

This agreement is between BANKFIRST, 2600 West 49th Street, Sioux Falls, SD 57105 and you. This document contains the terms, conditions, and disclosures that apply to your account. We hope that you will find it helpful in answering any questions you might have about your account. You acknowledge and agree that you accept the Card and will abide by all terms, conditions, and rules of this Agreement if you sign the back of the Card, activate the Card, or use the Card. You must be at least 18 years of age to use the Card.

If you have questions that are not addressed here, please call our Customer Service Center at the number on the back of your Card. Please review this document carefully and keep it with your other records.

Definitions: In this agreement, the words "you", and "your" mean any person to whom a card is issued or any person who uses the card or account. The words "we", "us", "our", shall mean the Card Issuer, BANKFIRST, or any agent thereof.

Use and Purpose of Card: Your Card is a reloadable stored value card. It is neither a credit card nor a bank account and thus is not FDIC insured, and does not earn or pay interest. The value available on the Card is limited to the amount prepaid to the Card less any subsequent applicable fees, transfers, purchases, preauthorization holds, or other transactions. The Card can be used to the extent of its stored value at any merchant or ATM accepting or bearing the MasterCard, Cirrus (ATM), Star, or Pulse brands. You may also authorize us to automatically debit or credit your Card to or from third parties by mean of a pre-authorized electronic funds transfer (EFT) or card-to-card transfer. Transactions made with the Card which, when combined with applicable transaction and Cardholder fees would cause the stored value on the Card to equal less than zero, will automatically be denied or rejected. Some of these services may not be available at all times or at all terminals. Some merchants do not allow cardholders to conduct split transactions in which you would use the card as partial payment and pay the remainder of the balance with another form of legal tender. Your Card may not be used for illegal transactions or to purchase illegal goods or services.

Loading the Card: Subject to the terms and conditions in this Agreement, your Card may be loaded with funds through any method listed on your Card Carrier.

Promise to Pay: You promise to pay us the charges incurred on this account and agree that we may deduct these charges directly from your account. These charges may be for services that you request that are not included in this disclosure or the schedule of Fees and Charges for your Card.

Preauthorization Holds by Merchants: When you use the Card to obtain goods or services or to obtain cash, the merchant may initiate a preauthorization hold on account funds. Funds that are subject to a preauthorization hold will not be available to pay for other purchases or ATM withdrawals. Please note that in some cases, such as when you agree to a hotel security deposit to ensure you have sufficient funds in your account when the transaction is completed, we have no control over when a merchant releases any preauthorization hold. Additionally, for all merchants, a five (5) day hold may be placed on the Card account for the amount of the preauthorization request. If the preauthorization request varies from the amount of the actual transaction, payment of the transaction may not remove the hold, which may remain on the account until five (5) days have expired.

Security: To ensure that only authorized persons use the Card, certain transaction require the entry of the personal identification number (PIN) that has been supplied with your Card, and certain merchants may request identification before allowing a signature based transaction. You are responsible for the security and use of your Card and PIN and you agree to be liable for any transactions made by a person you permit to use your Card and/or PIN. You agree to sign the back of your Card and not to disclose the PIN or record it on the Card or otherwise make it available to anyone else. If the PIN is not entered correctly within three (3) attempts, an ATM may retain the Card and you must contact the owner of the ATM or our Customer Service Center regarding your Card.

Your Card also possesses Passcode security, Your Passcode is the four-digit number located on the back of your Card in the lower right hand corner. Your Passcode is used to perform account inquiries on the Internet and by phone, as well as to transfer money from your Card Account to another Card Account. Since your Passcode is printed on your Card, you may be required to change your Passcode at the first usage. You can change it by calling Customer Service at the number on the back of your Card. You are responsible for the protection of your Passcode.

Cardholder Liability: Tell us AT ONCE if you believe your Card has been lost or stolen or used without your authorization. Telephoning toll-free at 1-866-290-8086 is the best way of keeping your possible losses down. IF YOU BELIEVE THAT YOUR CARD HAS BEEN STOLEN, OR THAT SOMEONE HAS TRANSFERRED OR MAY TRANSFER MONEY FROM YOUR CARD ACCOUNT WITHOUT YOUR PERMISSION, CALL US TOLL FREE AT the 1-866-290-8086. YOU CAN LOSE NO MORE THAN \$0 IF SOMEONE USED YOUR CARD FOR PURCHASES MADE IN A STORE, OVER THE TELEPHONE OR ON THE WEB

WITHOUT YOUR PERMISSION IF (1) YOU NOTIFY US WITHIN TWO (2) BUSINESS DAYS; (2) YOU HAVE EXERCISED REASONABLE CARE IN SAFEGUARDING THE CARD FROM RISK OF LOSS OR THEFT; (3) YOU HAVE NOT REPORTED MORE THAN TWO OTHER INCIDENTS OF UNAUTHORIZED USE TO YOUR CARD IN THE IMMEDIATELY PRECEDING 12 MONTH PERIOD; (4) YOU REPORT ALL FACTS OF THE LOSS OR THEFT TO US, YOU COOPERATE WITH OUR INVESTIGATION, AND YOU AGREE TO PROSECUTE TO THE FULLEST EXTENT OF THE LAW ANYONE THAT IS SUSPECT OF MAKING UNAUTHORIZED OR FRAUDULENT TRANSACTIONS USING YOUR CARD OR ACCOUNT INFORMATION.

IF YOU DO NOT NOTIFY US WITHIN TWO (2) BUSINESS DAYS AFTER YOU LEARN OF THE LOSS OR THEFT OF YOUR CARD AND WE CAN PROVE THAT WE COULD HAVE STOPPED SOMEONE FROM USING YOUR CARD WITHOUT YOUR PERMISSION IF YOU HAD PROMPTLY NOTIFIED US, YOU COULD LOSE AS MUCH AS \$50. Also, if your statement shows transactions that you did not make, tell us at once. If you do not tell us within 60 days after the statement was made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time and you are grossly negligent or fraudulent in the handling of your Card. If your Card has been lost or stolen, we will close your Card Account to keep losses down.

Disputes: You agree to settle all disputes about purchases you make using your Card with the merchant who honored the Card.

Expiration of Card and Agreement: Your Card expires on the date embossed on the card front. You may cancel your Card Account at any time by sending us written notice. Your cancellation shall be effective 30 days after receipt by us. At expiration, you may renew your card by contacting our Customer Service Center. If your Card Account has been closed or improperly maintained or used, or if you violate any provision of this Agreement, or if we in our discretion so elect, we may at any time terminate this Agreement. Upon termination of this Agreement, you agree to return the Card(s) to us on demand.

Default and Collection of Accounts: In the event that your account is suspended, cancelled, or terminated for any reason, and at the time of such suspension, cancellation, or termination your account has a negative balance, you agree to pay all amounts necessary to satisfy the indebtedness. Should you fail to remit all amounts due, you shall remain responsible for the deficit and understand that we, or any of our affiliates, shall have the right to collect all such amounts. In the event we are forced to take collection action, you agree to pay all court costs and collection fees, including reasonable attorney's fees, to the extent permitted by applicable law.

Acknowledgement of Transactions: You will receive, at the time of the transaction, an acknowledgement of POS and ATM transactions. This is your official receipt for such transactions. You understand and agree that a history of your Card transactions will be made available to you electronically. The web address to view statements on the Internet is stated on your Card Carrier. Additionally, you may obtain transaction information by calling Customer Service, and listening to an automated voice response system listing your transactions. You agree to inspect your transaction history and notify us of any erroneous, improper, or unauthorized transactions.

Periodic Statements: Statements in electronic format will be made available free of charge at our web site. You may choose to have a paper statement mailed to you. However, there is a fee for this service.

Phone Call Transactions: Each time you use your Card for phone calls you will receive a balance of the funds remaining on the Card. Your account will be pre-authorized for a \$20 reserve for each phone card use. However, at the termination of the call, your account will be charged only for the amount of the call, and the balance of the reserve, if any, will be credited to your account

Overpayments and Erroneous Credits: If funds or monies to which you are not entitled are deposited to your card account, you agree that your employer may initiate a correcting debit to such card account to correct the error or overpayment, in accordance with applicable law.

Card Account Fees: The schedule of fees shown on the card carrier you received with your card applies to your account. Additional fees that may be charged by banks or other processors for the use of your Card will be passed on to you. When you use an ATM not owned by us, the ATM operator or owner may charge you a fee.

Foreign Currency Conversion: If you obtain your funds (or make a purchase) in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by MasterCard into an amount in the currency in which your Card was issued. MasterCard International will establish a currency conversion rate for this convenience.

Limitations: You may make up to three (3) withdrawals from ATM terminals per day. You may load up to \$2,500 per day on your card account. The maximum amount that may loaded to

your card is \$10,000. If you exceed or attempt to exceed these limitations, we reserve the right to immediately cancel your Card.

Address or Name Change: You are responsible for notifying us of any change in your mailing address and are hereby notified that merchants may verify the address you provide them with the address on your Card account, and if the address does not match what you provided to us, we may reject or decline the transaction. You agree that we will attempt to communicate with you only by use of your most recent address that you provided us and you agree that any notice or communication sent to you at the address noted in our records shall be effective unless we have received an address change notice from you. We may impose a service fee if we must attempt to locate you.

Failure to Complete Transactions: We will not be liable for failing to complete transactions: (1) if, through no fault of ours, you do not have enough money in your account to complete the transaction; (2) if a merchant refuses to honor your Card; (3) if the terminal or system is not working properly and you knew about he breakdown when you started the transaction; (4) if circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken; (5) if the loss is caused by misuse of your Card or PIN in any fashion by you or any person authorized to use your Card account; and/or (6) other exceptions as stated herein. In the event that the available spending amount on your Card is less than the amount of the purchase, some merchants may not allow you to combine payment types.

Pre-authorized Transfers: If you have authorized us in advance to make regular payments from your account, you may stop any of these payments by utilizing the following procedures. Call us at the number on the back of your Card, or write to us at the address listed above in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call us, you will be required to put your request in writing and get it to us within 14 days after you call. You will be charged \$20 for each stop payment order you give. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we may be liable for your losses.

Redemption of Unused Funds: You will have 18 months from the date your Card expires to request a refund of unused funds. To obtain your refund, write to us at Customer Service, P.O. Box 60723, Houston, TX 77205. Upon receipt of your written request, we will refund any unused funds remaining in your account within 30 days.

No Warranty Regarding Goods or Services: We are not responsible for the quality, safety, legality or any other aspect of any goods or services purchased by you with the Card or for the claims, advertisements or warranties related to such goods or services.

Error Resolution Procedures: In case of errors or questions about transactions made on your Card, telephone us at the number located on the back of your Card or write to us at Customer Service, P.O. Box 60723, Houston, TX 77205, as soon as you can. When you contact us please provide the following information: (1) your name and account number; (2) date and amount of transaction; (3) type of transaction and description of the error. Explain as clearly as possible why you believe it is an error or why you need more information. If you provide this information orally, we will require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 60 days to investigate your complaint or question. If we decide there is no error, we will send you a written explanation within 3 days of the conclusion of our investigation. You may request copies of the documents that we used in our investigation.

Arbitration and Application of Law: In the event of any dispute or claim relating in any way to this Agreement or services provided, the parties agree that such dispute shall be resolved by binding arbitration with the American Arbitration Association, utilizing the rules of procedure of such arbitration service. Further, that any arbitration shall take place in Sioux Falls, South Dakota and that the laws of the State of South Dakota shall apply. The decision of an arbitrator will be final and subject to enforcement in a court of competent jurisdiction.

Disclaimer of Liability: We make no representations, express or implied, including the warranty of merchantability or fitness for a particular purpose, with respect to any of the benefits or related information provided to you. Under no circumstances shall we be liable for any special, punitive, incidental, or consequential damages of any kind or nature.

Change in Terms: We may, at any time, and subject to applicable law, add, delete, or modify the terms, conditions, rights, responsibilities, and fees regarding your Card without prior notice. The latest version of this Agreement is available at our Internet site and can be requested by calling our Customer Service Center. We also reserve the right to add, delete, change, modify, or replace, from time to time, and without prior notice, any product, benefit, vendor, or service provider, as we deem necessary in our sole discretion.

Governing Law: The laws of the State of South Dakota govern this Agreement without giving effect to the choice of law provisions thereof. In the event that any part of this Agreement is

declared to be void or unenforceable, such provisions shall be deemed to have been severed from this Agreement. The remainder of this Agreement shall remain in full force and effect, and shall be modified to any extent necessary to give such force and effect to the remaining provisions. No delay or forbearance in the strict observance or performance of any provision of this Agreement, nor any failure to exercise a right or remedy hereunder, shall be construed as a waiver of such performance, right, or remedy, as the case may be.

PRIVACY POLICY

Your privacy is a priority

We are committed to provide products, services, and offers of value to you and your family. We may use information from our interactions with you and other customers, and from other parties, to help us achieve that goal.

We believe that the basis of each customer relationship is trust. Because you trust us with your personal information, we are committed to respect your privacy and safeguard that information. In order to preserve that trust, we pledge to protect your privacy by adhering to practices intended to ensure that your personal information is handled in a safe, secure, and responsible manner.

1 Why We Collect Your Information

We gather information about you and your account so we can (a) deliver products and services to meet your needs, (b) know who you are and thereby prevent unauthorized access to your information, (c) design and improve the products we offer, (d) replace a lost card, pin, or to provide some other form of assistance, and (e) comply with laws and regulations that govern us.

2 Confidentiality and Security

We restrict access to non-public personal information about you to those employees who need to know that information to complete transactions or to provide products and services to you. We maintain physical, electronic, and procedural safeguards to protect your information.

3 What Information We Collect

We may collect the following types of "non-public personal information" about you:

- Information we receive from you on applications or other forms.
- Information about your transactions with our affiliates or us.
- Information about your transactions with non-affiliated third parties.

4 What Information We Disclose

We collect, use and share information about you so that we can provide the highest level of service to you for the products you use. We require companies to which we disclose non-public personal information about you to maintain its confidentiality.

We may share information we collect to our affiliates (i.e., companies related to us by common control or ownership) that offer financial services or additional products and services. In addition, we may disclose information we collect to companies, both affiliates and non-affiliates that perform marketing or other services on our behalf or to other companies with which we have joint marketing arrangements. We are also permitted under law to disclose non-public personal information about you to affiliates and "non-affiliated third parties" in certain circumstances. For example, we may disclose non-public personal information about you to companies that assist us in servicing your account.

In certain circumstances, in order to comply with government requirements or court orders, we are required to disclose information about you or your transactions. We will do this only when required by law, regulation, or court order. We share only the information required.

5 How to Limit Solicitations

From time to time, we or our affiliates or partners may call or write to tell you about products or services that we think may be of interest to you. You may tell us not to market products or services to you through telemarketing or direct mail marketing and not to provide your information to our affiliates or partners for marketing purposes by submitting a "no solicitation" request. You may, however, continue to receive promotional information in account related notices or other business purpose communications, including electronic announcements.

6 It's Your Choice- Here's How

If you choose not to receive direct mail or telephone solicitations, please write to Customer Service at P.O. Box 60723, Houston, TX 77205 and request that we do not solicit you through, or provide information about you to financial partners for telemarketing or direct mail marketing. Please include your name, address, 16-digit card number, or 10-digit ID number.

7 Protecting Your Information On The Internet

We are committed to protecting your privacy online. Our privacy policy applies in its entirety to your Internet and PC transactions.

8 Closed or Inactive Accounts

We will continue to adhere to the privacy policies and practices described in this notice even after your account is closed or becomes inactive.

9 To Change Your Election

If you would like to change a previous decision to limit direct marketing or sharing of nonpublic personal information please call the toll-free number on the Card Carrier, or write us at the address listed above.

10 Additional Rights and Modifications

You may have other privacy protections under state laws, and we will comply with applicable state laws when we share information about you. We may amend this privacy notice at any time, and we will inform you of changes as required by law.

