First Interstate

Member FDIC. Equal Housing Lender

Mastercard® Small Business Card

Important Information about your Mastercard® Small Business Card

Effective Date: {dayone}

The information about the costs of the card is accurate as of {dayone}. This information may change after that date. To find out what may have changed, write to First Interstate Bank, Payment Services Division, P.O. Box 30918, Billings, MT 59116-0918 or call 855-342-3400.

Pricing and Cardholder Agreement

INTEREST RATES & INTEREST CHARGES	
Annual Percentage Rate (APR) for Purchases and Balance Transfers	0.00% introductory APR for **12 months** after account opening. After that, your APR will be 20.00% This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	28.00% This APR will vary with the market based on the Prime Rate.
Paying Interest	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 of each month. We will

	begin charging interest on cash advances and balance transfers on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than **$1.50**.

FEES	
Annual Fee	**None**
Transaction Fees	
• **Balance Transfer**	Either **$10 or 3%** of the amount of each transfer, whichever is greater.
• **Cash Advance**	Either **$10 or 4%** of the amount of each cash advance and convenience check, whichever is greater.
• **Foreign Transaction – International Transaction Fee**	**None**
Penalty Fees	
• **Late Payment**	**$39.00**
• **Returned Payment**	**$35.00**
• **Over-the-Credit-Limit**	**$35.00**

How We Will Calculate Your Balance: We use a method called "average daily balance (including current transactions)." See *Balance Computation Method* within the Pricing Agreement for more details.

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

PRICING AGREEMENT CONTINUED

1. **Terminology.** For purposes of this Pricing Agreement and the Account Agreement (collectively referred to as the "Cardholder Agreement") the Business that is the account holder is referred to as "Account Holder," or "you;" the Account Holder and all persons to whom the Account Holder directs us to issue a Credit Card are collectively referred to as "Cardholder;" and First Interstate Bank is referred to as "Bank," "Issuer," "us," or "we." The term "Credit Card" shall refer to all Credit Cards issued to or at the direction of the Account Holder relating to your Credit Card account ("Account"). The term "Authorized Principal" means the owner or officer of the Account Holder with authority to bind the Account Holder.
2. **Interest Rates.**
    a. **Periodic Rate and Annual Percentage Rate.** The Annual Percentage Rate corresponds to a Periodic Rate. The Annual Percentage Rate is equal to the Periodic Rate multiplied by 12 and the Periodic Rate is equal to the Annual Percentage Rate divided by 12. Rates vary with the market based on the Prime Rate as described further below.
    b. **Purchases and Balance Transfers.**
        i. **Introductory Rate.** The introductory Purchase and Balance Transfer APR is **0.00%**, which corresponds to a monthly periodic rate of **0.00%**. This introductory rate will remain in place for **12 months** after account opening. (Unless a late payment is made and the introductory rate is ended, the introductory rate applies after account opening.)
        ii. **Rate.** The Periodic Rate for subsequent Purchases and Balance Transfers and all existing balances related to Purchases and Balance Transfers shall be **1.67%** per month, corresponding to an Annual Percentage Rate **20.00%**. The Periodic Rate and corresponding Annual Percentage Rate for Purchases and Balance Transfers varies with the Prime Rate (defined below) and therefore may decrease or increase as the Prime Rate varies. The Annual Percentage Rate for Purchases and Balance

Transfers is determined monthly on the first day of the billing cycle by adding 13 percentage points to the Prime Rate.

c. **Cash Advances.** The Periodic Rate for Cash Advances is **2.33%** per month, corresponding to an Annual Percentage Rate of **28.00%**. The Periodic Rate and corresponding Annual Percentage Rate for Cash Advances varies with the Prime Rate (defined below) and therefore may decrease or increase as the Prime Rate varies. The Annual Percentage Rate for Cash Advances is determined monthly on the first day of the billing cycle by adding 21 percentage points to the Prime Rate.

d. **Prime Rate.** The Prime Rate used for every adjustment referenced above is the highest "U.S. prime rate" as published in the "Money Rates" section of *The Wall Street Journal* on the 24th day of the month or the next business day if that day is not a business day. The variable APR based on that Prime Rate will go into effect as of the first day of the first billing period that ends after that day.

e. **Billing Cycle.** Each monthly statement reflects a billing cycle. A billing cycle is a time period that ends on a closing date determined by us and begins on the day after the closing date of the previous billing cycle.

3. **Balance Computation Method.** As indicated above, we use a method called "average daily balance (including current transactions)" to calculate your balance. We figure the interest charge on your Account by applying the Periodic Rate to the "average daily balance" of your Account. To get the "average daily balance" we take the beginning balance of your Account each day, add any new purchases and advances, and subtract any unpaid interest or other finance charges and any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

4. **Minimum Payment.**

   a. For all Accounts except Accounts with credit limits over $50,000 the minimum payment required is the New Balance shown on your statement if the amount is equal to or less than $20.00. If the New Balance shown on your statement exceeds $20.00, the minimum payment is 3.00% of that portion of the New Balance which does not exceed your credit limit (rounded to the nearest dollar), or $20.00, whichever is greater, plus the entire portion of the New Balance in excess of your credit limit, plus any amount past due.

   b. For Accounts with credit limits over $50,000 payment in full is required.

5. **Balance Transfer, Cash Advance and Convenience Check Fees.** A Balance Transfer Fee of either $10.00 or 3.00% of the amount of each transfer, whichever is greater, will apply. A Cash Advance Fee of either $10.00 or 4.00% of the amount of each cash advance,

whichever is greater, will apply if you obtain funds through an automated teller machine (ATM) or a financial institution, make a wire transfer or obtain a money order. A Convenience Check Fee of either $10.00 or 4.00% of the amount for each convenience check will apply. We will begin charging interest on Balance Transfers, Cash Advances and Convenience Checks on the transaction date.

6. **Foreign Transactions.** If you make a purchase or cash advance in foreign currency, the transaction will be converted into U.S. Dollars by Mastercard®. The exchange rate applied to such transactions is applied on the date that the transaction is processed and is either (i) a wholesale exchange rate selected by Mastercard®, or (ii) a government-mandated rate. The exchange rate used on the processing date may differ from the rate that would have been used on the transaction date or the Credit Card statement posting date. In addition to the exchange rate, we will charge the applicable international transaction fee.
7. **Late Payment Penalty Fee.** If the minimum required payment is not received within ten (10) days after the payment due date, the late payment penalty fee will be imposed.
8. **Expedited Credit Card Production and Delivery Charge.** Upon request, we will rush your Credit Card and charge you a one-time fee of $28.50.
9. **Expedited Payment Fee.** You may be charged a convenience fee of up to $15.00 to make an expedited payment over the phone with assistance of a live customer service representative.
10. **Research Charges.** We will charge $20 per hour, $10.00 minimum per project and $1.00 per Credit Card statement.
11. **Right of Offset.** The Bank may take any legal action, either before or after termination of credit card privileges, to offset Account Holder's financial obligations to Bank arising under this Cardholder Agreement, including with respect to indebtedness from Credit Card transactions, against funds of the Account Holder held on deposit with Bank or otherwise owed by Bank to Account Holder in any other capacity, or pursuant to any other relationship. If Account Holder has other loans from Bank, or takes out other loans with the Bank in the future, collateral securing those loans-except for real property- will also secure the Account Holder's obligations under this Agreement, and Bank may offset any amounts owed to Account Holder thereunder against Account Holder's financial obligations under this Cardholder Agreement. Bank may exercise its right of offset as described herein without providing prior notice to Account Holder.

12. **Security Interests and Cross-Collateral.** If you have other loans or credit extensions from us, or take out other loans or credit extensions with us in the future, collateral securing those loans or credit extensions may also secure your obligations under this Cardholder Agreement (collectively, the "Collateral"). However, unless you expressly agree otherwise, your household goods, dwelling, and other real property will not secure your obligations under this Cardholder Agreement even if we have, or later acquire, a security interest in the household goods, dwelling, or other real property. If you have executed a written agreement granting a security interest in any deposit accounts (certificates of deposit or checking, savings, or share accounts) or other funds held by us to secure your obligations under this Credit Card plan, such accounts and/or funds are additional security for your obligations to us arising from the use of your Credit Card (the "Additional Collateral"). Account Holder agrees to execute any documents or take any action in connection with this Agreement as Bank deems necessary to establish, perfect or maintain Bank first priority security interest in the Collateral and Additional Collateral. Account Holder hereby authorizes Bank to file any financing statements deemed necessary by Bank to perfect or maintain Bank's security interest, which financing statements may contain notification that Account Holder has granted a negative pledge to Bank with respect to the Collateral and Additional Collateral, and that any subsequent lender or lienor may be tortiously interfering with Bank's rights.

ACCOUNT AGREEMENT – TERMS GOVERNING THE USE OF YOUR CREDIT CARD

By signing, using or authorizing the use of the Credit Card issued by us, or making any payment on the Account, you acknowledge receipt of the Cardholder Agreement and agree with us as follows:

1. Credit Card Use. You may use your Credit Card to purchase goods and services ("Purchases") from participating merchants.
2. Promise to Pay. You shall be liable and agree to pay us for Purchases made by, or for Cash Advances extended to, you or anyone else using such Credit Card unless the use of such Credit Card is by a person other than you or a Cardholder (a) who does not have actual, implied or apparent authority for such use, and (b) from which you received no benefit.
3. Business Account Administrators. Your Authorized Principal who signed your Application, together with anyone else identified by you, will serve as a Business Account Administrator for the Account. Each Business Account Administrator can be designated by you to have authority to manage the Account, to the extent specified by you, to: a) designate who may receive and use Credit Cards issued to you; b) inquire about Account information; c) make adjustments to the Account, including but not limited to closing Accounts, increasing Account limits, transferring FirstRewards® points, and changing addresses; and/or d) utilize Special Account Services as described herein. You agree to use prudence in appointing

Business Account Administrators for your Account and all Business Account Administrators shall use prudence in accessing the Account, using the Special Account Services, in selecting Cardholders with access to the Account and in selecting others who may access the Special Account Services and the Account. You will have total responsibility for supervising and maintaining control over the Business Account Administrators and their authority. You must promptly notify us of changes in Business Account Administrators. You hereby indemnify and hold us harmless from and against all claims, demands, causes of action, judgments, costs, liabilities, losses and damages; arising from the actions or misuse of the Credit Card, the Account, or Special Account Services by a Business Account Administrator or others who may have access to the Special Account Services and the Account. All communication from a Business Account Administrator via email, in writing or over the telephone may be relied upon by us. To the extent that we receive conflicting instructions from more than one Business Account Administrator, we may rely upon the instructions of any Business Account Administrator.

4. Special Account Services. If you elect to receive any of the following Special Account Services, they will be provided subject to the following terms and conditions, together with any additional terms, conditions and pricing supplied by us from time to time. Requests for Special Account Services must be made by an Authorized Principal.

    a. Online Account Management Tool. The Online Account Management Tool allows your Business Account Administrators to manage your Account online through a secure online system ("System") using a User ID and Initial Password ("Access Credentials"). The System will permit Business Account Administrators, to the extent specified by you, to: view Cardholder details, including balances and credit limits; view or download statements; view transactions on all Credit Cards; make payments; modify credit limits (within established credit limits) and/or temporarily block the use of a Credit Card.

    b. Merchant Category Code Restrictions ("MCC Restrictions"). MCC Restrictions allow Business Account Administrators, as specified by you, to restrict Cardholders from using Credit Cards with certain types of merchants. You acknowledge that there are limitations inherent in the Merchant Category Code System used to implement MCC Restrictions which affect the ability to entirely block all functions associated with a particular Merchant Category Code (for example, although the ability to obtain cash advances may be blocked for a particular Cardholder, that Cardholder may be able to obtain cash from other sources (Quasi Cash Merchant) who gives Credit Card cash advances).

    c. Mastercard Smart Data Services ("Smart Data Services"). Smart Data Services are a web-based reporting tool that allows your Business Account Administrators, as specified by you, to organize, consolidate, analyze and manage financial data relating to your Account and Credit Card transactions through a secure online system using

Access Credentials unique to the Smart Data Services. You acknowledge that there is an ongoing monthly fee for the Smart Data Services. You will pay us the monthly fee as set forth in our most current Fee Schedule, as may be changed or established from time to time, a copy of which has been received by you. If you use the Smart Data Services after receiving notice of a change in the monthly fee, you will be deemed to have agreed to the new monthly fee. If you are dissatisfied with a new monthly fee, you agree to notify us in writing that you no longer desire to receive Smart Data Services. The monthly fee associated with Smart Data Services shall be charged to your Account.

d. Access Credentials. Access Credentials and instructions for the use of the Special Account Services are confidential. You are responsible for the security of such information and any transactions authorized using the Access Credentials. Unique Access Credentials shall be assigned to each Business Account Administrator accessing any of the Special Account Services and Access Credentials should be changed by you when an individual is no longer a Business Account Administrator or there is reason to believe that Access Credentials have been compromised. You assume all risk of accidental or inadvertent use of Access Credentials or instructions for use of the Special Account Services by any person whatsoever, whether or not such disclosure or risk is the result, in whole or in part, of your negligence. We are not liable for any claims, demands, cause of action, judgments, costs, liabilities, losses and damages ("Losses") caused by the improper or negligent maintenance of secure information or the actions of a third party as a result of unauthorized use of Access Credentials. We are entitled to act upon instructions received through any Special Account Service under the applicable Access Credentials without inquiring into the identity of the person using the Access Credentials or the validity of the transaction. We may deny access to a Special Account Service without prior notice if we are unable to confirm to our satisfaction any person's authority to access a service or if we believe such action is necessary for security or any other reason.

e. Security and Indemnification. You will be responsible for implementing and maintaining commercially reasonable in-house security measures and methods for the prevention and detection of fraud, and shall abide by all security related requirements established by us from time to time. We are not responsible for any Losses caused by the actions of Business Account Administrators and other users for whom you or a Business Account Administrator authorizes use of the Special Account Services. You hereby indemnify and hold us harmless from and against all Losses arising from the actions of the Business Account Administrators and other users for whom you or a Business Account Administrator authorizes access to the Special Account Services, and for honoring or allowing any actions or transactions where the proper Access Credentials are utilized. Some of the Special Account Services feature Internet-based or Internet-accessible applications or features. For such services, communications of any type between you

and us travels over the Internet, which is an open communication network not within our control. You understand and agree that we cannot and do not provide any assurance that communications in connection with use of the Special Account Services will not be intercepted, corrupted, disclosed or misused by third persons. You accept the Special Account Services on this basis and acknowledges that we have no liability for any interception, corruption, disclosure, misuse or similar event involving any communication in connection with the Special Account Services unless attributable solely to our gross negligence or willful misconduct.

f. Availability of Special Account Services. We will make all reasonable efforts to ensure the availability of the Special Account Services, but we make no representations or warranties that the Special Account Services will be continuously available.

g. Modifications. We may change and update operating procedures and terms and conditions for use of the Special Account Services upon providing notice to you. Your continued use of Special Account Services constitutes your acceptance of such modifications.

h. Disclaimer of Warranties. YOU AGREE THAT YOUR USE OF THE SPECIAL ACCOUNT SERVICES IS AT YOUR OWN RISK. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS CARDHOLDER AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE SERVICES, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PUPOSE AND NONINFRINGEMENT. WE SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM FURNISHING THE SPECIAL ACCOUNT SERVICES.

5. Annual Fee. You agree to pay to us an annual fee (if and as stated in the Pricing Agreement) for participation in our Credit Card plan. Such annual fee shall be imposed whether or not you use the Credit Card to obtain Purchases and Cash Advances. The annual fee shall be charged to your Account each year in the month of our choice. The annual fee is not refundable in the event of termination of the Account by either you or us unless otherwise provided for by law.

6. Our Right to Cancel Your Account. We can cancel your Account at any time, or reduce the amount of your credit line, without notice to you, except in those situations where notice is required by law. If we cancel your Account, you agree to destroy all Credit Cards issued on your Account by cutting them in half and returning them to us. You will continue to be responsible for full payment of the balance on your Account and all charges to your Account, including those not yet received by us, as well as subsequent interest and other charges. Each Credit Card is our property, and you agree that the Credit Cards are not transferable and to surrender any Credit Card upon demand.

7. Credit Limit. You shall not use the Credit Card or permit the use of Related Credit Cards to obtain Purchases or Cash Advances which will increase your indebtedness to us to an amount in excess of the limit established by us. At our discretion, we may prohibit Cash Advances or limit them to only a portion of your Credit Limit.
8. Credit Card Acceptance. All Purchases and Cash Advances are subject to the approval of the Seller and Cash Advancing Bank, respectively, and we shall not be responsible for refusal by any Seller or Cash Advancing Bank to honor the Credit Card. Any refund, adjustment or credit allowed by Seller shall not be by cash but rather by a credit advice to us, which shall be shown as a credit on your Account statement with us.
9. Statements. We will send to you, at monthly intervals determined by us, a statement reflecting all Credit Card transactions for the prior monthly period. Such statement shall be deemed correct and accepted by you unless we are notified to the contrary in writing within 60 days of mailing of such statement. You will pay such statement by remitting to us within 25 days of the closing date reflected on the statement either the full amount billed or, at your option, an installment equal to at least the required minimum payment stated above.
10. Interest. Interest on Balance Transfers, Cash Advances and Purchases will be charged in accordance with the calculation method referred to in the Pricing Agreement. The rate of interest shall be established by us from time to time, but shall never exceed the maximum rate permitted by law.
11. Default, Acceleration and Security. You will be in default, and we may, without notifying you, temporarily suspend your credit, close your Account, cancel all Credit Cards issued on it and require immediate payment of your entire balance if any of the following occurs:

    a. You fail to make a payment when it is due.
    b. You or another Cardholder do not follow the terms of this Cardholder Agreement in any way.
    c. You have made a false or misleading statement on the application for your Account.
    d. You fail to pay any other loan you owe us.
    e. You become insolvent or die.
    f. There is an attachment, execution or levy against your property or you make an assignment for the benefit of creditors.
    g. A bankruptcy is filed by or against you or your spouse.
    h. A guardian, conservator, receiver, custodian or trustee is appointed for you.
    i. You are generally not paying your debts as they become due.

j. There has been a material adverse change in your financial standing.

You agree to pay all costs incurred by us in collecting our indebtedness or in enforcing this Cardholder Agreement, including reasonable attorney's and paralegal fees and also those costs, expenses and attorney's and paralegal fees incurred in appellate, bankruptcy and post-judgment proceedings, except to the extent such costs, fees or expenses are prohibited by law.

10. Closing Your Account. You may close your Account at any time. If you close your Account, in order to avoid the accrual of interest and other fees, you must immediately pay everything you owe us, including any amounts owed but not yet billed. If you do not pay, the Account will continue to accrue interest and other fees, and will remain subject to all the terms and conditions of this Cardholder Agreement. Upon closing the Account, you also agree to destroy all Credit Cards and any unused Convenience Checks. If you close your Account, Credit Cards or Convenience Checks may not be used.
11. Change in Terms of Your Account. We can change any terms of your Account at any time. We will provide you with such notice as is required by law by mailing a notice to you at the latest address shown in our records. Subject to applicable law, any change will apply to the current balance of your Account, as well as future balances.
12. Notification of Changes. You agree to notify us within 20 days of any change in name, mailing address, telephone number or place of employment.
13. Governing Law. Except to the extent that Federal law is applicable, the validity, construction and enforcement of this Cardholder Agreement and all matters arising out of the issuance and use of the Credit Card and your Account shall be governed by and interpreted in accordance with the laws of the State of Montana regardless of where you may reside or use your Account.
14. Liability for Unauthorized Credit Card Use/Lost or Stolen Credit Card. Liability for Unauthorized Credit Card Use/Lost or Stolen Credit Cards. If you notice the loss or theft of your Credit Card or possible unauthorized use of your Credit Card, you should write to us immediately at

First Interstate Bank
Payment Services
P.O. Box 30918
Billings, MT 59116-0918
Or call us at (866) 839-3485

You will not be liable for any unauthorized use that occurs after you notify us. If you have an Account for which less than 10 Credit Cards have been issued, your liability for unauthorized use of a Credit Card will not exceed $50.00. If 10 or more Credit Cards are issued to you for the use of you and/or your employees, you agree that there is no limit to your liability for any unauthorized use that occurs before you notify us as provided herein. Notwithstanding the foregoing, you may only impose liability on its employees for unauthorized use of a Credit Card as authorized by federal law and regulation.

You agree to notify us immediately if your Credit Card is ever lost or stolen or if any unauthorized use may have occurred. You agree to assist us in determining the facts, circumstances and other pertinent information relating to any loss, theft or possible unauthorized use of your Credit Card and to comply with such procedures as we may require in connection with our investigation, including assisting in the prosecution of any unauthorized user.

15. Telephone Monitoring. You agree that we and our agents or service companies may monitor and/or record any telephone communications with you or any Cardholder.
16. Payments must be made to us in U.S. Dollars drawn on a U.S. bank. Subject to applicable law, payments may be applied to what you owe us in any manner we choose in our sole discretion. We may accept checks marked "Payment in Full" or with words of similar effect without losing any of our rights to collect the full balance of our Account.
17. Reevaluation of Credit. We can reinvestigate and reevaluate any information you provided on your credit application at any time, and in the course of doing so, we may ask you for additional information, request credit bureau reports and/or otherwise verify your current credit standing. You also acknowledge that we may periodically evaluate your creditworthiness utilizing a credit scoring process. The results of these investigations and evaluations could lead to a reduction or termination of your credit limit, changes in the APR applicable to your Account, or changes in other terms of your Account. As required by law, you will be notified of these changes.
18. Release of Information. You agree that we may release information to others, such as credit bureaus, regarding the status and history of your Account. However, we are not obligated to release any such information to anyone unless we are required by law to do so.
19. Prohibited Transactions. You shall not use the Credit Card for any illegal transaction. In addition, Federal Law, the Unlawful Internet Gambling Enforcement Act of 2006 prohibits commercial customers from conducting transactions related to illegal Internet gambling. As our Credit Card customer you agree to notify us if your Account is ever used for Internet

gambling, even if you believe the activity to be legal. If you do not, we may close your Account.

20. If, for any reason, we do not make use of any of our rights under this Cardholder Agreement on a particular occasion, that will not limit our rights in the future in any way.
21. Mastercard® Rules and Regulations. You agree that your Account shall be subject to all applicable rules and regulations of Mastercard® Worldwide, as applicable, as well as all applicable laws. If there is any conflict between the provisions of this Cardholder Agreement and the rules and regulations of Mastercard® Worldwide, the rules and regulations of Mastercard® Worldwide shall control.

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 Find A Mistake On Your Statement

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

First Interstate Bank
Payment Services
PO Box 30918
Billings, MT 59116-0918

You may also contact us by secure message within Online Banking, eZCard Info or eZBusiness Card Management

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing [or electronically]. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

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

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

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

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

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

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

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

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

First Interstate Bank
Payment Services
PO Box 30918
Billings, MT 59116

You may also contact us by secure message within Online Banking, eZCard Info or eZBusiness Card Management

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.

Important Notice – Please Read Carefully

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Please contact Payment Services with any questions about this notice at 1-888-833-3453.

FACTS	WHAT DOES FIRST INTERSTATE BANK DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and income • Account balances and account transactions • Payment history and credit scores

	When you are no longer our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons First Interstate Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal Information	Does First Interstate Bank share?	Can you limit this sharing?
For our everyday business purposes– such as to process your transactions, maintain account(s), respond to court orders and legal investigations, or report to credit bureaus.	Yes	No
For our marketing purposes– to offer our products and services to you	Yes	No
For Joint Marketing with other financial companies.	Yes	No
For our affiliates' everyday business purposes information about your **transactions and** experiences	Yes	No
For our affiliates' everyday business purposes– information about your creditworthiness	No	We don’t share
For nonaffiliates to market to you.	No	We don’t share

Questions?	Call 888–752–3332 or go to FirstInterstateBank.com

What we do	
How does First Interstate Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does First Interstate Bank collect my personal information?	We collect your personal information, for example, when you • open an account or deposit money • pay your bills or apply for a loan • use your credit or debit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only • sharing for affiliates' everyday business purposes - information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • *Our affiliates include financial companies such as First Interstate BancSystem, Inc*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • *First Interstate Bank does not share with nonaffiliates so they can market to you.*
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • *Our joint marketing partners include registered broker dealers.*

Other Important Information
California Consumer Privacy Act Disclosure | First Interstate Bank

Department of Defense Credit Card Disclosure

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs

associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any

application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

Payment obligation for a consumer credit card is as follows: The minimum payment required is the New Balance shown on the statement if the amount is equal to or less than $20.00. If the New Balance shown on the statement exceeds $20.00, the minimum payment is 3.00% of that portion of the New Balance which does not exceed your credit limit (rounded to the nearest dollar), or $20.00, whichever is greater, plus the entire potion of the New Balance in excess of your credit limit, plus any amount past due.

Please call 888-833-3445 to have this Disclosure provided to you orally.