

## First International Bank & Trust - Billing Rights & Cardholder Agreement

### OUR 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:

Customer Service  
PO Box 30495  
Tampa, FL 33630

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 the problem: If you think there is an error on your bill, describe what you believe is wrong and why believe it is a mistake.

#### You must contact us:

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

You must notify us of any potential errors in writing. 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. After we finish our investigation, one of two things will happen:

1. **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.

2. **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 and 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 settled between us.

If we do not follow all 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 PURCHASE

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 the cash advances from an ATM using your credit card, 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:

Customer Service  
PO Box 30495  
Tampa, FL 33630

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.

### BUSINESS CARDHOLDER AGREEMENT

1. As a participant in the consumer reporting system, we furnish information about our experience with you to consumer reporting agencies. These consumer reports allow us to make credit and other opportunities available to you. If you believe that we have furnished information to a consumer reporting agency that is inaccurate, please notify us at the following address and identify the specific information that is inaccurate. First International Bank & Trust, PO Box 30495 Tampa, FL 33630.

2. These regulations govern the possession and use of credit cards ("card") issued by First International Bank & Trust ("Issuer"). Each person who applies for a credit card and in whose name the card is issued ("Holder") consents and agrees to these regulations and to the terms contained on the credit cards, sales drafts, credit adjustment memos and cash advance drafts, signed by or given to Holder or any authorized user of Holder's cards. When credit cards are issued

upon the application of two or more persons, all such persons shall be jointly and severally liable as Holders. The provisions of these regulations, as amended from time to time, govern Holder's obligations, notwithstanding any additional or different terms contained in sales drafts, credit adjustment memos, cash advance drafts or other forms signed by or given to Holder or any user of Holder's cards to evidence a credit card transaction. Holder authorizes an investigation of Holder's credit standing prior to the issuance of a credit card to Holder and at any time thereafter and authorizes disclosure of information to third parties relating to Holder's credit standing. These regulations apply to all credit cards issued to Holder or to others on Holder's authorization and to any user of Holder's cards.

3. As a condition of participation in the issuer's credit plan and the issuance of a card, Holder agrees to pay the annual fee, if applicable. The Annual fee entitles the Holder to one plastic per cardholder. Please see Interest Rates and Interest Charges Disclosure Table for fees charged.

4. Credit for purchases from a merchant or a cash advance from a participating financial institution may be obtained by Holder or an authorized user of Holder's card presenting one of Holder's cards to the merchant or participating financial institution and, if requested, by providing the proper identifying information and signing the appropriate drafts. Failure to sign a draft does not relieve the Holder of liability for purchases made or cash received. The use of this card for illegal transactions is prohibited. The card may also be used to obtain cash advances from certain automated equipment provided it is used with Holder's correct Personal Identification Number ("PIN") issued to Holder. Holder may make cash advance withdrawals totaling not more than \$200 each day from compatible ATM terminals. Terminals or terminal operators may have other limits on the amounts or frequency of cash withdrawals. Holder will not be liable for the unauthorized use of the card or PIN issued to Holder which occurs before issuer receives notification orally or in writing of loss, theft or possible unauthorized use of a card or PIN.

5. Holder will from time to time be informed of the amount of the approved credit line established for Holder, and Holder covenants not to make credit purchases or borrowings in excess of that amount. Holder is liable for all purchases and borrowings made with Holder's cards by Holder or by anyone authorized to use Holder's cards. The credit line is subject to change at anytime for any reason based on payment history, credit scores, and other bank criteria. No Over the Limit charges apply. Issuer shall have sole discretion in how payments are applied to cardholder's account. Issuer may accept checks marked "Payment in Full" or words of similar effect without losing any of Issuer's rights to collect the full balance of the Cardholder's account.

6. Holder will be furnished a monthly statement for each billing period at the end of which there is an undisputed debit or credit balance of \$1.00 or more. Holder shall pay within 25 days after each statement Closing Date either (a) the full amount billed ("New Balance") or, at Holder's option, (b) a minimum Payment of 10%, of the New Balance, or (c) \$25, whichever is greater. Payments may be mailed to First International Bank & Trust, P.O. Box 30495, Tampa, FL, 33630. Payments may be made, in person, at a First International Bank & Trust office. Payments received after 5:00 p.m. EST on any processing day or at any time on any non processing day will be considered as payments made on the following processing day. All payments by Holder will be applied first to payment of Interest Charges in the order of their entry to the account, second to additional fees and credit insurance charges, if any, in the order of their entry to the account, third to previously billed cash advances, purchases and other similar charges in the order of their entry to the account, and then to current cash advances, purchases and other similar charges in the order of their entry to the account. Payments must be made to the Issuer in U.S. dollars drawn on a U.S. Financial Institution. The statement shall be deemed correct and accepted by cardholder and all holders of related cards unless issuer is notified to the contrary in writing within 60 days of mailing such statement. If a payment you make on your account is returned for any reason, a returned payment fee of up to \$25 may be imposed. If the minimum required payment is not received within 10 days after the Closing Date subsequent to the payment Due Date, a late charge of up to \$35 may be imposed.

7. Holder shall pay Interest Charges as shown on Holder's monthly statements, for each billing period in which there is a cash advance, or the Previous Balance is not paid in full prior to the Closing Date of the billing statement. For Cash Advances obtained over the counter or at an Automatic Teller Machine equal to or greater than \$1 an INTEREST CHARGE equal to the greater of \$5 or 3% of the Cash Advance will be imposed. We figure the Interest Charges on your account by applying the monthly Periodic Rate to the entire "Balance Subject to Interest Rate." The additional charge for cash advances shall not apply to any cash advance obtained under a separate credit agreement with Holder and written in connection with these regulations.

For Purchases, the "Balance Subject to Interest Rate" is the "average daily balance," of the account (**excluding** new transactions) or **Method E**. To avoid incurring an additional Interest Charge on the balance of purchases reflected on your monthly statement, you must pay the New Balance shown on your monthly statement on or before the Payment Due Date. The interest charges for a billing cycle are computed 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 subtract any payments, credits, non-accruing fees and unpaid interest charges. 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.

For Cash Advances, the "Balance Subject to Interest Rate" is the "average daily balance" of the account (**including** new transactions) or **Method A**. The Interest Charge on cash advances begins from the date you obtained the cash

advance, transaction date, or the first day of the billing cycle in which it is posted to your account, whichever is later. There is no grace period. The interest charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of cash advances. To get the average daily balance, we take the beginning balance of your account each day (excluding new transactions) and subtract payments, credits, non-accruing fees and unpaid interest charges. This gives 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. Holder may avoid additional interest charges on an account by paying full the New balance shown on the account's monthly statement within 25 days after the Closing Date that statement. If you are charged interest, the charge will be no less than \$1.

8. The current monthly Periodic Rate and corresponding ANNUAL PERCENTAGE RATE for your new accounts is disclosed on the accompanying card mailer. The monthly Periodic Rate is 1/12th of the ANNUAL PERCENTAGE RATE.

9. For a listing of fees charged in association with this card, please see the Interest Rates and Interest Charges Disclosure Table accompanying this Agreement. These charges will not be imposed if Holder's request is in connection with or delivery of the documents in response to an alleged billing error under Regulations E or Z issued by the Board of Governors of the Federal Reserve System. Fees imposed will be posted to Holder's account.

10. All credit advanced to Holder for credit purchases or cash advances constitutes loans made by Issuer to Holder in the state of ND. Issuer disclaims as security for loans made to Holder under these regulations any security interest it may at any time have in household goods or real property. Except as disclaimed above, loans made to Holder after the effective date of these regulations may be secured by collateral given by any Holder to secure other loans from Issuer.

11. If a Holder's card is used to effect a transaction in a foreign currency, the transaction amount will be converted to U.S. dollars by VISA International, VISA converts currency to U.S. dollars using either the government mandated exchange rate or the wholesale exchange rate, in effect one day before the date of the conversion, as applicable. The exchange rate is increased by up to 1% if the conversion is made in connection with a charge to an account and decreased by up to 1% if the conversion is made in connection with a credit to an account. The date of conversion by VISA may differ from the purchase date and the posting date identified in the monthly statement for the account. Holder agrees to pay charges and accept credits for the converted transaction amounts in accordance with the terms of this paragraph.

12. Issuer is not responsible for refusal by any merchant, financial institution, or automated equipment to honor or accept a card. Except as provided in the Federal Truth-in-Lending laws (as indicated in the Summary of Billing Rights below), Issuer has no responsibility for merchandise or services obtained by Holder with a card and any dispute concerning merchandise or services will be settled between Holder and the merchant concerned.

13. Holder covenants to observe and comply with these regulations and covenants not to permit an event of default to occur. Upon the occurrence of any one or more of the following events of default: (a) Holder fails to pay at least the Minimum Payment when due on two occasions within any 12-month period; or (b) Holder dies, ceases to exist, changes residency to another state, becomes insolvent or the subject of bankruptcy or insolvency proceedings or fails to observe any covenant or duty contained in these regulations, if such event or breach materially impairs Holder's ability to pay amounts due; the full amount of Holder's account for which the default occurred (including unpaid Interest Charges) shall, at Issuer's option become immediately due and payable if Holder does not cure the default within 15 calendar days after notice is mailed to the address of Holder, or given as otherwise provided by law. Issuer has this right, without notice and opportunity to cure; if the default is the Holder's third default within 12 months and the Holder is notified of the prior two defaults and the Holder cured those defaults.

14. Holder's consent to these regulations may be terminated at any time by surrendering the cards issued to Holder or at Holder's written request, but such termination shall not affect Holder's obligations as to any balances or charges outstanding at the time of termination. Termination by any Holder shall be binding on each person in whose name the card is issued. If Holder's spouse terminates this credit plan, the full amount of Holder's account (including unpaid Interest Charges) may be declared immediately due and payable. Issuer may terminate Holder's privilege to use the cards if Holder moves out of the service area of Issuer, as defined by Issuer from time to time. Unless sooner terminated, the privilege to use the cards shall expire on the date shown on the cards. At any time, without liability to Holder and without affecting Holder's liability for credit previously extended, Holder's privilege to use the cards may be revoked or limited to the extent not prohibited by law. The cards are and shall remain the property of Issuer and Holder agrees to surrender them to Issuer upon demand.

15. Issuer may amend these regulations from time to time by sending Holder advance written notice not less than 45 days prior to the effective date for any change that is either adverse to Holder's outstanding balance or increases certain fees, as required by the ND Consumer Act from time to time, or not less than 15 days prior to the effective date for other changes, or as may otherwise be required or permitted by law. To the extent that Issuer indicates in the notice and that the law permits, amendments will apply to Holder's existing account balance as well as to future transactions. Notices are deemed given when mailed by Issuer to any Holder to the current address for mailing monthly statements. Invalidity of any provision of these regulations shall not affect the validity of any other provisions unless otherwise provided by the ND Consumer Act.

16. Holder understands and agrees this Agreement is made in North Dakota and shall be governed by North Dakota law to the extent North Dakota law is not inconsistent with controlling federal law.

17. This agreement may be amended from time to time by Issuer, by written notice mailed to Holder to the Holder last known address.

18. Additional charges, plus application taxes, may also be assessed if you pay with a check not honored by your financial institution, request a copy of a

document, or use your card for a transaction at a automated teller machine, if such charges are not prohibited by law or regulation. No Interest Charge will be assessed on such additional charges.

19. By providing your mobile phone number, you are giving permission to be contacted at that number about all your accounts. Holder agrees that Issuer, its agents or services companies may monitor and/or record any telephone communications with Holder. Your consent allows the use of text messages.

20. Issuer can reinvestigate and reevaluate any information Holder provided on Holders credit application at any time, and in the course of doing so, Issuer may ask Holder for additional information, request credit bureau reports and/or otherwise verify Holder's current credit standing.

21. Holder agrees that account shall be subject to all applicable rules and regulations of Visa, as applicable, as well as all applicable laws. If there is any conflict between the provisions of this Agreement and the rules and regulations of Visa, the rules and regulations of Visa shall control.

22. If it is believed that the card or PIN has been lost or stolen or used in an unauthorized manner, the Holder shall contact the Issuer at once. Notification can be made orally or in writing at:

Credit Card Security Department

PO Box 30495

Tampa, FL 33630

(800)359-8092

23. The information about the cost of the card described in this supplement was revised on June 5, 2023 and is accurate as of that date. The information is subject to change after that date and you should call us at 1-888-848-3428 or write us at First International Bank & Trust PO Box 30495 Tampa, FL 33630, for current information. MEMBER FDIC.

Revised: 6/2023