

**First Savings Bank**  
**Credit Card Contract and Initial Disclosure Statement**

M-141594

**Interest Rates and Interest Charges**

|                                                                           |                                                                                                                                                                                                                                                    |
|---------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Annual Percentage Rate (APR) for Purchases</b>                         | <b>18.40%</b> This APR will vary with the market based on the Prime Rate.                                                                                                                                                                          |
| <b>APR for Cash Advances</b>                                              | <b>27.40%</b> This APR will vary with the market based on the Prime Rate.                                                                                                                                                                          |
| <b>How to Avoid Paying Interest on Purchases</b>                          | Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month.                                                                   |
| <b>Minimum Interest Charge</b>                                            | If you are charged interest, the charge will be no less than \$1.00.                                                                                                                                                                               |
| <b>For Credit Card Tips from the Consumer Financial Protection Bureau</b> | To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> |

**Fees**

|                                                                |                                                                                                                                             |
|----------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Annual Fee</b>                                              | <b>None</b>                                                                                                                                 |
| <b>Transaction Fees</b><br>Cash Advance<br>Foreign Transaction | Either <b>\$10</b> or <b>4%</b> of the amount of each cash advance, whichever is greater.<br><b>2%</b> of each transaction in U.S. dollars. |
| <b>Penalty Fees</b><br>Late Payment<br>Returned Payment        | Up to <b>\$25</b><br>Up to <b>\$25</b>                                                                                                      |

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new purchases).”

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in Paragraph 16 of this Contract.

## Terms and Conditions

**First Savings Credit Card Important Information:** Please take the time to read and save.

**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. This offer is not available to active duty military personnel and their dependents who are covered borrowers (as defined in 32 C.F.R. 232.3) under the Military Lending Act.

**Qualify For Future Unsecured Credit:** If you make all your payments on time, meet our debt-to-income requirements, keep your account in good standing and maintain your credit profile, you may be eligible to receive future credit limit increases.

**Privacy:** Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. All financial companies need to share customers' personal information to run their everyday business. We do not share your personal information except as permitted by law to process your transactions, maintain your account(s), respond to court orders and legal investigations, to report to credit bureaus, or to offer our products and services to you. We will provide a complete privacy notice when your account is approved. If you would like a copy of our privacy notice, you may obtain one by visiting our website at [www.firstsavingscc.com](http://www.firstsavingscc.com).

**Electronic Communication:** By providing your email address, you are authorizing us to communicate with you at this email address.

**Authorization / Notices:** By applying, you are requesting credit from us. You confirm that all information you provide to us is true and correct.

**Credit Reports:** By responding to the credit card offer, you are authorizing us to obtain credit reports about you, both now and in the future, for any legitimate business purpose associated with the account or request for an account, including but not limited to reviewing, modifying, renewing or collecting on your account. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected on your credit report. You and each authorized user agree that we may report account information to credit reporting agencies in the names of both you and the authorized user(s).

**Optional PREMIUM Club Membership:** This optional program offers members discounts on prescriptions, hotels, dining, car rentals and entertainment. The cost of this program is \$4.95 per month and is included on your billing statement. You may request cancellation at any time by telephone at 877-827-5828 or writing The PREMIUM Club at PO Box 84634, Sioux Falls, SD 57118-4634. Enrolling or using the services, products or discounts of The PREMIUM Club signifies your acceptance of the membership and associated fee. This program is offered and administered by CAPITAL Enhancement Services, LLC. The PREMIUM Club is a service mark of CAPITAL Enhancement Services, LLC. All rights reserved. © CAPITAL Enhancement Services, LLC.

**Optional Payment Protection Plan Disclosure Terms:** Payment Protection Plan is an optional program offered by First Savings Bank to eligible credit card members. **Whether or not you purchase the Payment Protection Plan will not affect your application for credit or the terms of any existing credit agreement you have with the bank.** Upon enrollment, we will give you additional information before you are required to pay for the Payment Protection Plan. This information will include an addendum to your First Savings Bank Credit Card contract that fully describes the program's features and benefits. Please read it carefully for a full explanation of terms including eligibility requirements, conditions and exclusions that could prevent you from receiving benefits and defines your cancellation rights. You may cancel your Payment Protection at any time and, if you cancel within the first 30 days, any fees charged will be refunded. Your monthly cost is \$0.89 per \$100 of ending balance. Payment Protection Plan fees will be automatically charged to your account each month.

Benefits are limited to the minimum monthly payments as of your date of unemployment, disability, hospitalization, military leave, certified family medical leave or jury duty up to a maximum of \$5,000, or your balance as of your date of death up to a maximum of \$5,000. You must be enrolled in the Payment Protection Plan for at least 30 days before your claim occurs. While receiving benefits, you will be unable to make any new charges or cash advances on your credit card. There is a 120-day wait period between qualified events. Unemployment, disability and military leave benefits cover your minimum monthly payment up to 18 months per event. To qualify for unemployment and disability protection, you must work at least 30 hours per week for at least 6 months before the loss. Disability coverage excludes pre-existing conditions for 12 months prior to enrollment, excludes normal pregnancy and excludes childbirth. Military leave applies if you are called to active duty. Hospitalization benefits cover one minimum monthly payment per event. Certified family medical leave consists of caring for a family member with a serious medical condition, caring for a newborn or caring for an adopted child. Certified family medical leave and jury duty benefits cover your minimum monthly payment up to 3 months per event.

First Savings Bank may cancel the Payment Protection Plan at any time including, but not limited to, if the account is in default, discharged or terminated, or if you have received the \$5,000 maximum benefit. The amount of protection under this contract has limits and may not cancel your entire balance or entire monthly payment. You are responsible for any amounts past due or any amounts over your credit limit before your date of loss.

## Credit Card Contract and Initial Disclosure Statement

Please read this contract carefully. Your credit card account is governed by this contract. In the contract, "bank," "we," "our" and "us" refer to First Savings Credit Card (Beresford, SD) and we are the creditor named in the application you signed. "You," "your" and "applicant" are the person(s) who applied to us for the account. "Contract" means the terms and conditions outlined in this contract. "Account" means the credit card account we open for you to use to access the credit we extend to you. "Credit limit" means the maximum account balance you can have at any time.

- 1. Your Responsibility for the Account:** You are responsible for the balance on the account and you agree to pay the balance under the terms of this contract. You need to sign the back of the card. You need to protect and control the card by not letting any other person use it. If you let another person use it, you agree to be responsible for any charges they make. We may let you add an authorized user to your account. An authorized user is any person you give permission to use the card or your account. If you add an authorized user, you agree to pay for any charges they make as well as any related fees or interest. If you do not pay for the charges made by the authorized user, we may choose to collect directly from them. If you want to remove an authorized user from your account, you need to get the card from them and notify us. If you cannot get the card, contact us immediately and we will close the account to try to stop further charges. The cards remain our property and you agree to return them at our request or we have the right to have a merchant keep the card and return it to us. If your card is lost or stolen or you suspect unauthorized use of your account, you agree to notify us immediately.
- 2. Using your Account to Obtain Credit:** You can use the card and your account to make charges as long as you do not charge more than your credit limit. We can close or suspend the account at any time for any reason including if the activity on your account appears suspicious, if we are concerned about repayment or if the balance is over the credit limit. We can also limit the number or amount of charges you can make on the account. You may be assigned a PIN (Personal Identification Number) or you may request a PIN to use at ATMs to obtain cash advances. The minimum ATM cash advance is \$20.00. Your card and account cannot be used for illegal charges. You may not use your Card in connection with any gambling transaction.
- 3. Your Credit Limit:** The credit limit is included in the information sent with your card and on your statements. You may not go over your credit limit at any time. If your balance is more than your credit limit, you must pay the amount over your credit limit immediately. Your cash advance limit will be 50% of your total credit limit.
- 4. Monthly Billing Statements:** We will send you a statement every month with the account activity, fees and interest. It will also show your minimum payment and payment due date.
- 5. Rewards Program Information:** You will earn \$1 in rewards for every \$100 in net purchases made on your account. Net purchases are purchases made during the billing cycle minus returns and disputed purchases. Rewards earned during a billing cycle will be awarded when that cycle's billing statement prints. Rewards can be redeemed one billing cycle after awarded. There is no limit on the amount of rewards you can earn. You will not earn rewards on cash advances, fees or interest charges. Rewards cannot be redeemed until your account has been open 90 days. When you have been awarded \$25 or more in rewards, you can redeem your rewards by calling the customer service telephone number on your statement. Rewards must be redeemed in \$25 increments. Redeemed rewards will post as a payment to your account. You may also have to make a separate payment to meet the required minimum due on that billing statement. If redeemed rewards create a credit balance on your account, you may request a refund check or the credit balance may be automatically refunded to you. The rewards balance will appear on your monthly billing statement. Rewards will expire after 5 years. Rewards are forfeited if the account is suspended or closed for any reason.
- 6. Payments:** Payments should be sent to the address on the payment coupon with your billing statement. If you send a payment to any other address, there may be a delay in crediting it to your account. We do not lose any of our rights to collect the full balance if we accept late payments, partial payments or checks or money orders marked "payment in full" or similar language. Do not send us postdated checks. If you do, we may deposit these checks when we receive them and will not be liable for any fees that may result. We will post payments when received but we may restrict your ability to make new charges against that payment amount for up to thirty (30) days. If your payment is returned unpaid from your bank, we may re-present it electronically. If this occurs, your check will not be sent to your bank but they can get a copy of it at your request.
- 7. Minimum Payment and Monthly Payment:** You may pay your entire balance at any time without penalty. You must pay at least the minimum payment each month by the payment due date. The payment due date will be at least twenty-five (25) days from the closing date. The closing date is the last day of the billing cycle.  
Monthly Payment: If your balance is less than \$30, the monthly payment is the balance. If your balance is greater than \$30, your monthly payment is the largest amount of either \$30 or 4% of your balance or 1% of the balance plus the current late fee and interest.  
Minimum Payment: The minimum payment is the sum of any past due monthly payments plus the current monthly payment plus any amount over your credit limit.
- 8. Applying your Payments:** In general, the payment will be applied in the following order: unpaid interest, unpaid fees and other charges; and then principal balance. Payments applied to the principal balance will first be paid to balances at the highest annual percentage rate (APR) and then to balances at lower APRs.
- 9. Payment Methods:** All payments must be made in U.S. dollars and drawn on a financial institution located in the United States. Do not send cash through the mail.

**10. When Interest is Charged:** Interest will be charged if you did not pay the previous balance in full by the payment due date. We will charge interest on the average daily balance. Average daily balance starts with the previous balance and adds purchases and cash advances as of their post dates and fees and charges as of the transaction dates. We subtract payments and credits as of their post dates. Then we add the daily balances and divide by the number of days in the billing cycle. Billing cycle means the time between two billing statements. To calculate the interest on purchases, we multiply the average daily balance by the monthly periodic rate. The monthly periodic rate is calculated by dividing the annual percentage rate by 12 months. For purchases, the current Annual Percentage Rate is 18.40% (Prime Rate plus 11.65%) with a 1.5333% current monthly periodic rate. For cash advances, the current Annual Percentage Rate is 27.40% (Prime Rate plus 20.65%) with a 2.2833% periodic rate. If you are charged interest, the charge will be no less than \$1.00.

**Variable Rate APR:** The Prime Rate is determined by using the "Money Rates" column in the Wall Street Journal on the first business day of each month, which is identified as "The base rate on corporate loans at large, U.S. money center commercial banks." If more than one "Prime Rate" is listed in that column, the largest rate listed will be used. Your APR may increase or decrease if the Prime Rate changes.

**11. Account Fees:** You agree to pay us the following fees which will be billed to your account as a purchase and will accrue interest:

- Cash Advance Fee:** You will be billed a fee of \$10 or 4% of the amount of each cash advance, whichever is greater, for each cash advance taken through an ATM, bank withdrawal or other means.
- Late Fee:** You will be billed up to \$25 if your payment is not received by the payment due date.
- Returned Payment Fee:** You will be billed up to \$25 if your payment is returned for any reason.
- Foreign Transaction Fee:** We charge a 2% fee for converting transactions to U.S. dollars if made in another currency.

**12. Lost or Stolen Cards:** If your card is lost, stolen or being used without your permission, call us toll free at (866) 643-1256 24 hours a day. You should also write to us. Do not use the card or account after you have notified us. You will not be responsible for paying for any unauthorized use after you notify us of the loss, theft or unauthorized use.

**13. If Card is Refused:** We are not responsible and have no liability if your card or account is not accepted for a charge. Although you may have the credit available, we may be unable to authorize credit due to system difficulties or mistakes. If your account is over the credit limit or past due, authorization for charges should be declined.

**14. Cardholder Privacy:** We will send you a privacy notice annually. Your telephone calls with our representatives may be recorded for quality and other purposes. We may use automated telephone equipment or pre-recorded telephone calls to contact you at any number you provide to us or that we obtain, including any cellular telephone number. You agree that we will not be responsible for the release of information to anyone who has gained possession of your card or identification number, credit account number or social security number.

**15. Calls and Text Messages to Your Cellular Phone:** If you provide us with your cellular phone number, you are providing this phone number for us, our affiliates or any third party acting on our behalf to call or text you at any number provided. We may contact you using an auto-dialer or pre-recorded voice message. You agree that we may use this phone number to contact you for any business purpose about your account and you agree to be responsible for any fees or charges you incur as a result of providing this information. We may offer options for text messages or other electronic communications that may be received or accessed from your cellular phone and you agree that by enrolling in these services, you understand and agree to be responsible for any fees or charges you incur as a result of this enrollment.

**16. Your Billing Rights: Keep this Document for Future Use.** This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

**What to do if you find a mistake on your statement:** If you think there is an error on your statement, write to us at: First Savings Credit Card, PO Box 85620, Sioux Falls, SD 57118. In your letter, give us the following information: Your name and account number; the dollar amount of the suspected error; a description of the 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: 1) Within 60 days after the error appeared on your statement; and, 2) If you have enrolled in automatic payment, at least 3 business days before the 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. 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.

**When we receive your letter, we must do two things:** 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. 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. These limitations do not apply 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 Savings Credit Card, PO Box 85620, Sioux Falls, SD 57118. 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.

- 17. Delay in Enforcement:** We can delay enforcing or fail to enforce any of our rights under this contract without losing our right to enforce them at a later time.
- 18. Credit Reports:** You authorize us to obtain credit reports about you for any legitimate business purpose. We may obtain a credit report for reviewing, modifying the terms, renewing the account or collecting on the account. 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. You and each authorized user agree that we may report account information to credit reporting agencies in the names of both you and the authorized user.
- 19. Change in Terms of Your Credit Account:** We may change any term of this contract at any time upon notice to you as is required by law. You may have the right to reject the change in terms, depending on the type of change, and if you do, your account will be closed and you will be able to pay off the balance under the terms in effect at that time.
- 20. Law Governing this Contract:** This contract is entered in the state of South Dakota where the decision to grant credit will be made. Therefore, this contract will be governed by the laws of the state of South Dakota applicable to contracts, and applicable federal law.
- 21. Severability:** If any provision of this contract is invalid or unenforceable under any law, rule or regulation of any governmental agency, federal, state or local, it shall not affect the validity or enforceability of any other provision of this agreement.
- 22. Default:** You will be in default of this contract if any of the following occur:
  - a. If you do not make a minimum payment on your account on or before the payment due date;
  - b. If you die or become legally incompetent;
  - c. If you become insolvent or bankrupt;
  - d. If you exceed or attempt to exceed your credit limit;
  - e. If you provide us with or have provided us with false or misleading information or signatures at any time;
  - f. If you fail to comply with this contract;
  - g. If you request an excessive number of replacement cards; or
  - h. We reasonably deem the prospect of repayment of your account to be in jeopardy for any reason.

If you are in default, we may immediately cancel your account and we do not have to give you notice of cancellation. We can also require that you pay us the balance on your account. You agree that you will return the card(s) to us. Even if an account is in default, you agree to pay interest and fees as defined in this contract until your balance is paid in full. If your account is in default and you try to make charges, we can use any legal means to recover the card(s) including listing your account in warning bulletins and offering rewards for the return of the cards. If you resolve a default situation, we can still declare your account in default for the same or different reason at a later time.

- 23. Cancellation:** You may cancel your account at any time by notifying us in writing at the address on your monthly statement and returning all cards issued on your account (cut in half). Even if your account is closed, you agree to pay the balance on the account under the terms of this contract. We can suspend your account privileges or cancel your account at any time, for any reason. We will notify you after we do so, unless you are in default at that time. We will have no obligation to notify you prior to suspending your charging privileges or cancelling your account.
- 24. Our property:** Each card that we issue on your account must be signed by the person named on it. You agree to surrender the card upon demand by us or our agents.
- 25. Refund of Initial Fees:** If you cancel your account within 90 days after the contract is first mailed to you and if you have not used your account for any charges, all fees and interest billed to your account will be credited back to your account.
- 26. Collection Costs:** Unless prohibited by applicable law, if we start collection proceedings to recover amounts you owe us by reason of this contract, you agree to pay reasonable attorney's fees and other collection costs.
- 27. Headings:** The headings used in this contract are for the convenience of reference only and are not intended in any way to define or describe the scope or intent of any provision of this contract.

**28. State Notices:**

**a. California residents:** A married applicant may apply for a separate account. As required by law, you are hereby notified that negative credit reporting may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. After credit approval, each applicant shall have the right to use the account up to the limit of the account. Each applicant may be liable for amounts extended under the plan to any joint applicant.

**b. Kentucky residents:** You may pay the unpaid balance of your account in whole or in part at any time.

**c. Maine residents:** Payment Protection provided herein is voluntary and you have the right to cancel such protection at any time.

**d. New York residents:** Consumer reports may be requested in connection with the processing of the application and any resulting account. Upon your request, we will inform you of the names and addresses of any consumer reporting agencies which have provided us with such reports. New York residents may contact the New York Department of Financial Services to obtain a comparative list of credit card rates, fees and grace periods. New York Department of Financial Services 1-800-342-3736 or [https://www.dfs.ny.gov/consumers/credit\\_debt](https://www.dfs.ny.gov/consumers/credit_debt).

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