

## Important Information about your Visa® Business Card

Effective Date: August 1, 2016

### ACCOUNT OPENING DISCLOSURES

Interest Rates and Interest Charges	Visa® Business Card
Annual Percentage Rate (APR) for Purchases	<b>14.76%</b> Fixed
APR for Cash Advances	<b>14.76%</b> Fixed
APR for Balance Transfers	<b>14.76%</b> Fixed
Penalty APR and When it Applies	None
Paying Interest	Your due date is at least <b>25</b> 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. We will begin charging interest on cash advances and/or balance transfers on the transaction date.
Minimum Interest Charge	None

Fees	Visa® Business Card
Annual Fee	None
Transaction Fees	<ul style="list-style-type: none"> <li>• Cash Advance \$20</li> <li>• Balance Transfer None</li> <li>• Foreign Transaction Up to 1% of the transaction - charged by Visa®</li> </ul>
Penalty Fees	<ul style="list-style-type: none"> <li>• Late Payment \$35</li> <li>• Over-the-Credit Limit \$35</li> <li>• Returned Payment \$15</li> </ul>

**How We Will Calculate Your Balance:** We use a method called “average daily balance” (including new purchases). \* An explanation of this method is provided in your Account Agreement.

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

#### ADDITIONAL ACCOUNT OPENING DISCLOSURES AND EXPLANATION OF ACCOUNT OPENING DISCLOSURES

1. **Terminology.** For purposes of this Agreement, each Account Holder/Cardholder is referred to as “cardholder”, “company”, “employee” or “you”, whether one or more, and First Northern Bank of Wyoming is referred to as “bank”, “issuer”, “us” or “we”.
2. **Rates.**
  - a. **Purchases.** The periodic rate for subsequent Purchases and all existing balances related to Purchases shall be 1.2300% per month, corresponding to an Annual Percentage Rate of 14.76%.
  - b. **Cash Advances.** The periodic rate for Cash Advances is 1.2300% per month, corresponding to an Annual Percentage Rate of 14.76%.
3. **Interest Charge Calculation Methods (ICM) and Computation of Balance Subject to Interest Rate.**
  - a. **Current Purchases.** Average Daily Balance (including new transactions). To avoid incurring an additional Interest Charge on the balance of purchases reflected on your monthly statement and on any new purchases appearing on your next monthly statement, you must pay the New Balance shown on your monthly statement on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.  
The Interest Charges for a billing cycle are computed by applying the monthly 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 or cash advances, 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.
  - b. **Cash Advances.** Average Daily Balance (including new transactions). The Interest Charge on purchases begins from the date the transaction is posted to your account, and the Interest Charge on cash advances begins from the date you obtained the cash advance, 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 monthly 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, add any new purchases or cash advances, 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.
4. **Payment Crediting and Credit Balance.** Payments received by 5PM EST at the location specified on the front of your statement after the phrase “Please Mail Your Payments to”: will be credited as of the date of receipt to the account specified on the payment coupon. Payments made in person during normal business hours at branch locations where such payments are accepted will be treated as received on the same day. Payments that do not conform to the requirements set forth on or with the periodic statement (e.g. missing payment stub, payment envelope other than as provided with your statement, multiple checks or multiple coupons in the same envelope) may be subject to delay in crediting, but shall be credited within five days of receipt. If there is a credit balance due on your account, you may request, in writing, a full refund. Submit your request to the address indicated on the front of your statement after the phrase “Send Billing Inquiries and Correspondence to”.  
By sending your check, you are authorizing the use of the information on your check to make a one-time electronic debit from the account on which the check is drawn. This electronic debit, which may be posted to your account as early as the date your check is received, will be only for the amount of your check. The original check will be destroyed and we will retain its image in our records. If you have questions please call the customer service number on the front of the billing statement.  
Payment 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 your account.

5. **Minimum Payment.** The minimum payment required is the New Balance shown on your statement if the amount is equal to or less than \$15.00. If the New Balance shown on your statement exceeds \$15.00, the minimum payment is 5.00% of that portion of the new Balance which does not exceed your credit limit (rounded to the nearest dollar), or \$15.00, whichever is greater, plus the entire portion of the New Balance in excess of your credit limit, plus any amount past due.
6. **Closing Date.** The closing date is the last day of the billing cycle; all transactions received after the closing date will appear on your next statement.
7. **Foreign Transactions.** If you make a purchase or cash advance in foreign currency, the transaction will be converted into U.S. Dollars by Visa. The exchange rate applied to such transactions is a rate in effect by Visa's applicable central processing date and is either (i) a wholesale currency market rate selected by Visa from a range of rates available, which may vary from the rate Visa itself receives, 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 of the Credit Card statement posting date. In addition to the exchange rate, we will charge the applicable international transaction fee.
8. **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.
9. **Balance Transfers.** Balance Transfers are subject to the Balance Transfer Fee disclosed in the Account Agreement. We will evaluate your Balance Transfer request upon receipt. The total amount of your requests, including fees and interest charges, cannot exceed your available credit. If your Balance Transfer request exceeds your credit limit, we may either decline your Balance Transfer request or send less than the full amount requested to the designated payees. Each Balance Transfer will reduce your available credit just like any other transaction. It may take up to three weeks to process your Balance Transfer(s), so you may still need to make payments to your other accounts to keep them current. We will not process any Balance Transfer requests for any other account or loan that is issued by us.
10. **Returned Payment Fee.** If any check or other payment on your Card Account is dishonored or must be returned because it cannot be processed, we will charge a returned payment fee. This fee is charged to your Account as a purchase item.
11. **Over-the-Credit Limit Fee.** If, at the end of a billing period, your outstanding balance exceeds your authorized credit limit, you will be charged an over-the-credit limit fee. This fee is added to and included in the New Balance for the billing period during which the card account is over the credit limit.

#### **ACCOUNT AGREEMENT – TERMS GOVERNING THE USE OF YOUR CREDIT CARD**

By signing or using the Credit Card to be issued by us, you acknowledge receipt of the Account Opening Disclosures and agree with us as follows:

1. **Application.** By signing the application, you request us to issue Cards bearing the name of the Company and, in addition, the name of any employee which you may designate from time to time in the future in writing to us. Each such employee is authorized by you to use the Card. Each Card issued under the application will be governed by the terms and conditions in effect at the time each Card is issued.
2. **Company's Representations and Warranties.** You, and the person(s) executing the application and executing each request for an additional Card, represent and warrant to us as follows:
  - a. **Financial Information.** All information supplied or statements made by you in any financial, credit or accounting statement before or after execution of the application are true, correct, complete, valid and genuine. You shall immediately notify us of any material adverse changes which affect the information you have given. Upon our future request, you agree to promptly give us accurate information about you, financial, income and otherwise. You authorize us to make other inquiries as to the finances and creditworthiness of you, and we are also authorized to provide credit bureaus and others with information about our experience with you under this Agreement.
  - b. **Organization and Standing of Company.** Company is duly organized, validly existing and in good standing under the laws of the state, commonwealth, territory or jurisdiction where it was originally established and wherever else it does business and has all requisite power and authority to conduct its business as it now conducts such business.
  - c. **Authorization.** The person(s) who executed the application is authorized and empowered in the name and on behalf of you to execute and deliver the application, for and on behalf of you and to do all things necessary or convenient to cause us to issue the Cards; you have the requisite power and authority to enter into the application and this Agreement, to perform your obligations thereunder and to consummate the transactions contemplated thereby; the execution and delivery of the application and the consummation by you of the transactions contemplated in the application and this Agreement have been duly authorized (and its board of directors, shareholders, members, managers, or partners, as applicable and if necessary) and no other proceedings are necessary to authorize the execution and delivery of the application and the performance of this Agreement and the transactions contemplated hereby and thereby; and the application, this Agreement, and each other document required to be executed and delivered by you in connection herewith constitutes a valid and binding obligation enforceable against you in accordance with its terms, except to the extent enforceability is limited by law.
3. **Credit Card Use.** The Card(s) may be used only for business purchases of goods or services ("Purchases") from participating merchants up to the credit limits; provided, however, the Card(s) may (i) not be used to make purchases or obtain Cash Advances for any illegal transactions, or (ii) for any internet or online gambling transaction. You agree that the Card(s) will be used solely for commercial and/or business use and not for personal, family, or consumer credit purposes.
4. **Promise to Pay.** You agree to pay for all credit extended in connection with any Card issued to you or any employee pursuant to the application and to this Agreement, including all applicable charges set forth in this Agreement (all such Credit Cards bearing your account number are herein collectively called "Related Credit Cards"). You agree to pay us for such credit extended regardless of the purpose for which the employee obtains credit by use of any Card issued pursuant to the application and this Agreement. Any failure on the part of you or an employee to sign a sales draft or Cash Advance draft shall not release you of your obligation to repay the credit extended. When an employee uses the Card, or anyone else is permitted to use it, you agree to pay the amount of any and all transactions (including any transactions which may have been made in violation of this Agreement), and the Interest Charges, Over-the-Credit Limit fees, or Late Payment fees or other fees that may become due as shown on the periodic statement. You agree that we may change or cancel the Credit Card Account at any time without affecting your obligation to pay the amounts that are owed under this Agreement.
5. **Annual Fee.** If your account has been assessed an annual fee, you may avoid paying this annual fee by sending written notification of termination within 30 days following the mailing date of this bill, to the address shown on the front of your statement following the phrase, "Send Billing Inquiries and Correspondence to:"; or to the First Northern Bank of Wyoming, PO Box 400, Buffalo, WY 82834.
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.
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 or any Related 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 for the prior monthly period all Credit Card and Related Credit Card transactions. Such statement shall be deemed correct and accepted by you and all holders of Related Credit Cards 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 Cash Advances and Purchases will be charged in accordance with the calculation method referred to in the Account Opening Disclosures. 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 do not follow the terms of the 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 the Agreement, including reasonable attorney's and paralegal fees and also those costs, expenses and attorneys and paralegal fees incurred in appellate, bankruptcy and post-judgment proceedings, except to the extent such costs, fees or expenses are prohibited by law.

12. **Closing Your Account.** You may close your account at any time by writing to us at First Northern Bank of Wyoming, PO Box 400, Buffalo, WY 82834. 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 the Agreement. Upon closing the account, you also agree to destroy all Credit Card(s). If you close your account, Credit Cards may not be used.
13. **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 are required by law by mailing a notice to you at the latest address shown in our records.
14. **Notification of Changes.** You agree to notify us within 20 days of any change in name, mailing address, telephone number or place of employment.
15. **Governing Law.** Except to the extent that Federal law is applicable, the validity, construction and enforcement of this 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 Wyoming regardless of where you may reside or use your account.
16. **Liability for Unauthorized Credit Card Use.** If you notice the loss or theft of your Credit Card or possible unauthorized use of your Credit Card, you should contact the Issuer AT ONCE. Notification can be made orally or in writing at:

Credit Card Security Department  
 PO Box 30035  
 Tampa, FL 33630  
 Or call (727) 570-4881  
 After Hours (866) 604-0381

You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for any unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.00.

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.

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. **Waivers.** If, for any reason, we do not make use of any of our rights under this Agreement on a particular occasion, that will not limit our rights in the future in any way.
21. **Visa Rules and Regulations.** You agree that your account shall be subject to all applicable rules and regulations of Visa USA, as applicable, as well as all applicable laws. If there is any conflict between the provisions of the Agreement and the rules and regulations of Visa USA, the rules and regulations of Visa USA 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:

Customer Service  
 PO Box 30495  
 Tampa, FL 33630

You may also contact us on the Web: [www.mycardstatement.com](http://www.mycardstatement.com)

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 with *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 good 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 (or electronically) at:

Customer Service  
PO Box 30495  
Tampa, FL 33630  
[www.mycardstatement.com](http://www.mycardstatement.com)

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.

### **THINGS YOU SHOULD KNOW ABOUT THIS REWARDS PROGRAM**

You'll earn 1 point per dollar on all net purchases (purchases minus any credit or returns).

Points earned will expire five years from the date earned. If you close your account, you will lose any rewards you haven't redeemed.

Points can be redeemed for brand-name merchandise, travel, or cash back in the form of statement credit or prepaid gift cards.

Customer Service: 800-854-0790  
Travel Services: 800-842-3006  
[www.scorecardrewards.com](http://www.scorecardrewards.com)