

# Important Information about your Mastercard® Corporate MultiCard

Effective Date: July 1, 2024

## CARDHOLDER AGREEMENT

### PRICING AGREEMENT

INTEREST RATES & INTEREST CHARGES	
Annual Percentage Rate (APR) for Purchases	<b>19.5%</b> This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	<b>29.5%</b> This APR will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	<b>34.49%</b> This APR will vary with the market based on the Prime Rate. This APR may be applied to your account if you make a late payment.
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	<b>None</b> the first year. Thereafter, <b>\$50</b> per card per year. (Maximum fee \$200)
Transaction Fees	<ul style="list-style-type: none"><li>• <b>Cash Advance and Convenience Checks</b> Either <b>\$10</b> or <b>4%</b> of the amount of each cash advance and convenience check, whichever is greater.</li><li>• <b>Foreign Transaction</b><ul style="list-style-type: none"><li>◦ <b>International transaction fee</b> <b>None</b></li></ul></li></ul>
Penalty Fees	<ul style="list-style-type: none"><li>• <b>Late Payment</b> <b>\$10.00</b></li><li>• <b>Returned Payment</b> <b>\$29.00</b></li><li>• <b>Over-the-Credit-Limit</b> <b>\$35.00</b></li></ul>

**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.

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.**
    - i. **Rate.** The Periodic Rate for Purchases and all existing balances related to Purchases shall be 1.63% per month, corresponding to an Annual Percentage Rate of 19.5%. The Periodic Rate and corresponding Annual Percentage Rate for Purchases varies with the Prime Rate (defined below) and therefore may decrease or increase as the Prime Rate varies. The Annual Percentage Rate for Purchases is determined monthly on the first day of the billing cycle by adding 11 percentage points to the Prime Rate.
  - c. **Cash Advances.** The Periodic Rate for Cash Advances is 2.46% per month, corresponding to an Annual Percentage Rate of 29.5%. 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. **Penalty Rate.** The penalty Annual Percentage Rate will apply if a required payment is two times delinquent over thirty (30) days or one time delinquent over sixty (60) days within a (12) month period. The Periodic Rate that will apply as a penalty to all balances is 2.87% per month, corresponding to an Annual Percentage Rate of 34.49%. The Periodic Rate and Annual Percentage Rate applicable as a penalty varies with the Prime Rate and therefore may decrease or increase as the Prime Rate varies. The Annual Percentage Rate applicable as a penalty is determined monthly on the first day of the billing cycle by adding 25.99 percentage points to the Prime Rate.
  - e. **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.
  - f. **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 of \$50,000 and over** 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 of \$50,000 and over** payment in full is required.

5. **Cash Advance.** This fee applies if you obtain funds through an automated teller machine (ATM) or a financial institution, make a wire transfer, obtain a money order, or engage in a similar transaction. We will begin charging interest on cash advances 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. **Security Interests.** 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. However, unless you expressly agree otherwise, your household goods and dwelling will not secure your obligations under this Cardholder Agreement even if we have, or later acquire, a security interest in the household goods or a mortgage on the dwelling. 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.

## 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
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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 PURPOSE AND NON-INFRINGEMENT. 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 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.

12. 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.

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 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.
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 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.
16. 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. You may, however, be liable for any unauthorized use that occurs before your notice to 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.

17. 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.
18. Payments. 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.
19. 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.
20. 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.
21. 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.
22. Waivers. 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.
23. 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 email at [creditcards@fib.com](mailto:creditcards@fib.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 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 59116-0918

You may also contact us by email at [creditcards@fib.com](mailto:creditcards@fib.com)

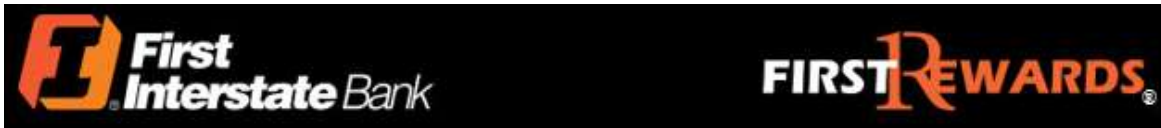
While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

#### **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.**





## FIRSTREWARDS® PROGRAM RULES

The FirstRewards Program is a promotional rewards program offered by First Interstate Bank and administered by our Program Administrator, BreakAway Loyalty LLC. The following FirstRewards Program Rules apply to every account holder, whether one or more, on a First Interstate Bank FirstRewards Mastercard® Account

### EARNING FIRSTREWARDS POINTS

The FirstRewards Program applies to all qualifying purchases charged to your FirstRewards Mastercard as follows: for every one dollar charged for purchases, you will receive one FirstRewards Point. The FirstRewards Program is based on net purchases and FirstRewards Points are not earned for finance charges, fees, cash advances, convenience checks, ATM withdrawals, foreign transaction currency conversion charges or insurance charges posted to your account. FirstRewards Points are deducted for returns. First Interstate Bank shall resolve all questions as to what constitutes a qualifying purchase. All such resolutions or determinations by First Interstate Bank are final.

Eligible consumer and business FirstRewards Mastercard Accounts will be auto-enrolled in the FirstRewards Program upon account opening and earned FirstRewards Points will accrue in the FirstRewards Account associated with the FirstRewards Mastercard Account. FirstRewards Points do not expire.

### PURCHASING FIRSTREWARDS POINTS

FirstRewards Points can also be purchased. A minimum of 2,000 FirstRewards Points may be purchased at a rate of \$.02 per point and must be purchased in 1000 point increments. The maximum number of FirstRewards Points that can be purchased during any 6 month period is 25,000. These purchases must be charged to your FirstRewards Mastercard.

### REDEMPTION OF FIRSTREWARDS POINTS

FirstRewards Points can be redeemed, in increments specified on the FirstRewards Program website, for Reward items such as merchandise, travel, gift cards, charitable donations or special promotional offers by visiting the website, [rewards.firstinterstate.com](http://rewards.firstinterstate.com), or by calling the toll-free number 1-888-216-2893. You may select Rewards from any level as long as you have a sufficient number of FirstRewards Points available in your FirstRewards Account at the time of your redemption.

FirstRewards Point requirements assigned to any Reward are subject to change from time to time without notice, and Rewards may be substituted at any time. Should a Reward be discontinued, it will be replaced with a Reward of equal or greater value or, if no suitable substitute is available, you will be advised to make an alternative selection or your FirstRewards Points may be returned to your FirstRewards Account.

FirstRewards Points cannot be used with any other offer, promotion or discount; or earned from or transferred to any other credit and/or debit card, account or rewards program, unless otherwise specified. In the event you redeem unearned points, your account may be charged for the actual cash difference between the cost of the Reward redeemed and the net value of the actual FirstRewards Points available.

## **REWARDS**

Rewards are provided by Merchants that participate in the FirstRewards Program. The terms and conditions relating to the purchase of specific Rewards and their use are available by visiting the website [rewards.firstinterstate.com](https://rewards.firstinterstate.com). Rewards offerings are subject to availability and may change at any time without notice.

**Airline tickets** The list of airline, hotel, rental car, cruise, vacation package or experience companies and any other listed award available in the Program is subject to change and may be discontinued in whole or in part without notice. All travel awards are subject to the specific terms and conditions and rules and restrictions imposed by the individual travel companies, airlines, hotels, rental car, cruise line, vacation package or experience provider companies. Compliance with these terms and conditions and rules and restrictions is the responsibility of the Participant. All reservations are made subject to the conditions of carriage, supply or business of the party providing the service, including any exclusions and limitations of liability. You are responsible for paying a \$30.00 redemption fee at the time of redemption and any overages or additional fares added outside of standard redemption.

Geographic restrictions may apply. The information and descriptions given about the travel rewards are based on the inquiries made and are believed to be accurate, but we offer no warranty or representation on the information provided. You are responsible for ensuring that the name(s) on the reservation exactly match the identification required. You or the reward recipient are responsible for any federal, state or local income or other taxes or other fees or gratuities, if applicable. Special requests can be made but are not guaranteed. Fees, taxes and charges may apply, depending on the request.

Government issued photo identification is required for all domestic travel. Additional identification such as a Passport, Visa and certain health requirements may be required for travel outside the United States. It is Your or the reward recipient's responsibility to obtain proper travel identification, documentation, and/or inoculations for the destination. It is Your or the reward recipients responsibility to consult with your Doctor for up-to-date medical travel information well before travel. You or the reward recipient is responsible for paying the cost of any items required for travel. Certain restrictions may apply to travel certificates, tickets and documents. Travel certificates, tickets and documents are not exchangeable, refundable, transferable or redeemable for cash, and cannot be combined with any other discounts, coupons or rewards. If an electronic method of distribution is not applicable, all travel certificates, tickets and documents will be delivered via a traceable method and will not be replaceable in the event of loss, destruction or theft. You may request travel certificates, tickets and documents to be delivered by overnight carrier and You agree to pay the associated additional delivery fees. To cancel or change travel reservations, if applicable and allowed by the specific Supplier, please call a travel representative. Cancellations or changes may result in Supplier imposed penalties and/or additional program fees which will be disclosed to You at that time. If Your travel reward is affected by involuntary cancellation due to weather, war, terrorism, epidemic outbreak, acts of civil unrest, natural disasters, or other force majeure events, cancellation fees may be waived at the discretion of the Supplier. The Supplier will collect and remit taxes to the applicable taxing authorities. Taxability, the appropriate tax rate and the type of applicable taxes vary greatly by Supplier. If a Supplier is located within a certain jurisdiction, the charge to Your payment card for taxes and fees includes a tax that Montrose Travel is required to collect and send to the jurisdiction owed on amounts retained as compensation for services. Montrose Travel is not able to facilitate a rebate for applicable Goods and Services Tax ("GST") or Value Added Tax ("VAT") if You are using Services to book international accommodations. Government imposed departure or entry taxes may not be included in ticket taxes. You or the reward recipient should be prepared to pay these taxes in cash at the travel location. If a travel award redemption results in a cardholder payment card charge, the card may be charged by either the Travel Supplier (e.g. Airline, Cruiseline) or by the Program Travel Rewards Provider, Montrose Travel, and appear on your statement as applicable (e.g. MT\*BREAKAWAY AIR or MONTROSE TRAVEL). Depending on the award and how many rewards you redeemed, the total cost charged to your payment card may appear as more than one charge on your payment card statement. When combined, these separate card charges will equal the total cost to be charged to your payment card for this award redemption, as authorized during the booking

process for the award. These travel program rules, combined with the general program terms and conditions, and any other rules established by FirstRewards, constitute the full set of program rules.

**Hotel Certificates/Gift Cards**, once issued are non-refundable and non-cancelable. You are responsible for making hotel reservations. Check with the hotel regarding participation and availability at the time of reservation.

**Cruise Rewards**, once booked, are non-refundable and non-cancelable. All cruise Rewards must be booked at least sixty (60) days prior to the requested sailing date. Cruise Rewards are based on double occupancy for an interior cabin. At least one member sailing must be 21 years of age or older. Reservation changes are subject to change fees imposed by the cruise line. You are responsible for paying a \$50.00 redemption fee at the time of redemption using your FirstRewards Mastercard.

**Rental Car Travel Vouchers** are valid at participating locations towards a rental made in accordance with the terms and conditions of the rental agreement. The renter must meet the age, credit, and driver qualifications in effect at the time and place of the rental and must meet the minimum standards of the rental company. Advance reservations are recommended.

**Charitable Donations** are administered by Tisbest. The FirstRewards Plus Program is not affiliated with tisbest.org or any of the charities available through them. Tisbest Gift Cards to be used for charitable giving through tisbest.org to your choice of charity. Donations are not tax deductible. Please refer to tisbest.org to review full program details and any additional processing fees.

**Experiential travel and vacation packages** are non-refundable and non-cancelable. You are responsible for making reservations and completing any requirements to complete the reservation. The FirstRewards Program is not responsible for any additional fees incurred related to booking or travel with a package.

**Gift Cards**, once issued are non-refundable and non-cancelable.

**Transaction Eraser** once issued is non-refundable and non-cancelable. Eligible transactions are any transactions between \$50 - \$250 that have posted within the last 60 days.

**Merchandise**, once ordered, can only be exchanged in the event that it arrives defective or damaged. Note any damages or shortages on the delivery receipt before signing to accept delivery from the carrier. A merchandise Reward that is received damaged or defective may be returned to the shipper for replacement within thirty (30) days of delivery. All parts, instructions, warranty cards and original packaging materials must be returned with the merchandise Reward. There is no redemption fee.

Applicable manufacturers' or providers' warranties, if any, will be included with your merchandise Reward. Warranty claims must be directed to the manufacturer or provider, as applicable. FIRST INTERSTATE BANK, PROGRAM ADMINISTRATOR AND THEIR AFFILIATES MAKE NO REWARD, PRODUCT, OR MERCHANDISE REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIM ANY AND ALL LIABILITY AS TO THE CONDITION, QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF REWARDS, PRODUCTS, MERCHANDISE AND/OR SERVICES PROVIDED THROUGH THIS FIRSTREWARDS PROGRAM. FIRST INTERSTATE BANK, PROGRAM ADMINISTRATOR AND THEIR AFFILIATES WILL NOT BE LIABLE FOR ANY DEFECTS IN REWARDS OR DAMAGES RESULTING FROM USE OF ANY REWARDS PROVIDED THROUGH THE FIRSTREWARDS PROGRAM.

**SHIPPING AND DELIVERY**

Any Reward that is shipped will ship UPS, USPS, or an accepted domestic delivery service and will usually be delivered within 2-4 weeks after your order is processed. Shipments cannot be made to a post office box, an APO address, or outside the 50 United States.

**COMMUNICATIONS**

Current FirstRewards Point balances are available online to registered users at [rewards.firstinterstate.com](https://rewards.firstinterstate.com). First Interstate Bank may also communicate with you via mail, email, text message or telephone from time to time to alert you to special offers.

Despite the FirstRewards Program's best efforts to ensure accuracy, printing and website errors may occasionally occur. First Interstate Bank reserves the right to correct such errors at any time.

**ELIGIBILITY**

If your FirstRewards Mastercard Account is past due, overdrawn, or otherwise not in good standing, as determined by First Interstate Bank, you will not be permitted to redeem FirstRewards Points and no FirstRewards Points will be credited to your FirstRewards Account. In addition, your FirstRewards Mastercard Account may be terminated and you may be required to forfeit FirstRewards Points in your FirstRewards Account.

If your FirstRewards Mastercard Account is closed for any reason, whether or not it is delinquent or in good standing, all FirstRewards Points in the related FirstRewards Account will be forfeited.

**DISCLAIMER**

Rewards are provided by Merchants who participate in the FirstRewards Program but are not affiliated with or sponsors of the FirstRewards Program. Fulfillment of Rewards is the sole responsibility of participating Merchants and First Interstate Bank is not responsible for the performance by any merchant, service provider, or common carrier. First Interstate Bank is not responsible for inaccuracies in FirstRewards Point accrual; lost, stolen or otherwise destroyed tickets, vouchers, certificates, gift cards, or merchandise; defective or damaged Rewards; or damages or loss resulting from or arising in connection with the use of any Rewards.

You agree to hold First Interstate Bank and its affiliates, and any vendors or other providers associated with the FirstRewards Program harmless if Program Administrator fails to meet its contractual or other obligations, resulting in FirstRewards Program interruption or termination prior to your redeeming your FirstRewards Points or receiving your Rewards. You also agree to hold First Interstate Bank and its affiliates harmless if a FirstRewards Program Merchant files for bankruptcy, or otherwise goes out of business after you have redeemed your FirstRewards Points for a Reward from the Merchant but before you receive or use the Reward.

**TERMINATION OR CHANGES TO THE FIRSTREWARDS PROGRAM**

The FirstRewards Program may be modified, suspended or cancelled, and the redemption value of already accumulated points may be changed at any time without notice and without restriction or penalty. Changes to the FirstRewards Program may include, but are not limited to, modifications that affect point accrual and/or expiration of FirstRewards Points based on the point term, age and expiration date of the selected options(s). Reward orders must be received on or before the FirstRewards Program ends and/or any applicable FirstRewards Point expiration date. Contact First Interstate Bank for details on any current promotions affecting FirstRewards Point accrual or redemption options. FirstRewards Points may be forfeited due to Rules violations. First Interstate Bank may exercise its rights under this agreement at any time and a delay by First Interstate Bank in exercising any right under these Rules does not mean that First Interstate Bank has waived that right. This FirstRewards Program is void where prohibited or restricted by law. You are responsible for any applicable federal, state or local taxes.

These Rules are subject to change at any time without notice. The most current version of these Rules is available at [rewards.firstinterstate.com](https://rewards.firstinterstate.com). The use of your Account following receipt of these Rules, and any changes to the Rules made available to you will indicate your agreement to the Rules.

# FIRST REWARDS<sup>®</sup>

Earn points every time you make a purchase with your First Interstate Bank FirstRewards<sup>®</sup> Mastercard<sup>®</sup> for Business. Use it for all of your business needs such as travel, fuel and maintenance, utilities, office supplies, paying bills and more. Points will add up fast, here's how:

Earn 1 point for every dollar spent

Points cannot be earned on cash advances or balance transfers

Redeem points your way with

- **Travel Rewards**—fly when you want, where you want with no restrictions. With the FirstRewards program you can fly on the airlines that operate in your own communities. Points can also be redeemed for car rentals, hotel stays and cruises.
- **Gift Cards**— Redeem points for gift cards to your favorite stores or as gifts for employees. Choose the gift card that lets you make purchases anywhere by redeeming for a First Interstate Bank Mastercard gift card.
- **Merchandise**—Choose merchandise rewards for your office. FirstRewards has a list of the top name-brand merchandise for you to choose from. Can't find what you're looking for? Choose a Mastercard gift card to purchase the item you really want.
- **Charity Donations**—Help improve the world around you by redeeming points for a donation to your favorite charity – nationally or locally.

**FirstRewards means Local Rewards**—First Interstate knows how important shopping locally is for our communities. That's why; we've created a program that gives customers the opportunity to choose gift cards at local businesses. Interested in getting your business included? Talk to your First Interstate banker today.

Redeem points by visiting <https://rewards.firstinterstatebank.com> or calling 1-888-216-2893. Get the most out of your FirstRewards card by checking out the FirstRewards website frequently to learn the latest on promotions and other reward opportunities.

## CONVENIENCE BENEFITS

### **Local Customer Service**

Receive the service you've come to expect with First Interstate Bank. Stop by your local branch or call our Billings-based customer service center to make a payment or to ask questions regarding your account. We work together to provide the quality service you deserve. To take advantage of our local customer service call 1-888-833-3453 or simply email us at [creditcards@fib.com](mailto:creditcards@fib.com).

### **Smart Data Online**

Make financial tracking at your company more convenient and accurate. Mastercard® Smart Data Online is a web-based reporting tool that helps your company organize, consolidate, analyze and manage financial data from your employees credit card transactions. Smart Data can help your business simplify expense reconciliation and is customizable based on your company's accounting and financial reporting needs. This product allows companies to map their credit card transactions into their accounting software.

For more information or to see a free demo, contact Payment Services.

### **eZBusinessCardManagement.com**

Conveniently manage your business card account using our online management tool, eZBusiness Card Management. Company administrators can log-in securely and review cardholder account activity, view statements, pay bills, and make minor changes to cardholder accounts such as increasing or decreasing credit limits or blocking cards. This tool is available for companies with five or more cards. For more information or to sign up, contact the Credit Card Division or visit with your banker.

### **MyCardStatement.com**

Cardholders can stay in touch with their credit card account 24 hours a day, seven days a week. MyCardStatement provides your employees with information and services that make your company's credit card easier to manage.

With the click of a mouse, cardholders can view important information about their account including balances, available credit, current and past statements and transaction information since the last statement. You can also help make life simpler by signing up for electronic statements or by paying your bill online. Visit [www.MyCardStatement.com](http://www.MyCardStatement.com) to get started!

### **Mastercard® VAT (Value Added Tax) Reclaim Service**

The VAT Reclaim service from Mastercard provides companies doing business in Europe an easy and efficient way to reclaim their VAT. Mastercard helps determine which expenses are eligible and processes the necessary paperwork. If a refund is issued, a discounted processing fee is applied. From the U.S., call 1-800-306-6068. When outside the U.S., call collect to 353-66-9761772.

## SECURITY BENEFITS

### **Mastercard® Global Service**

Get emergency assistance virtually anytime, anywhere, and in any language. Mastercard Global Service helps you report a Lost or Stolen Card, obtain an Emergency Card Replacement or Cash Advance, find an ATM location, and answer questions regarding your account. Call toll free at 1-800-MASTERCARD.

### **24-Hour Cardholder Assistance**

Receive call center support 24/7 that can help you with account information, card activation or reporting cards lost or stolen. Contact 1-888-833-3453.

### **Fraud Alert Management**

Security is a top priority at First Interstate Bank that's why we utilize a Fraud Alert Management detection system which continuously monitors your First Interstate Bank Mastercard activity to help identify and prevent fraudulent transactions on your account.

If suspicious charges or transactions outside of your normal spending patterns appear on your card, you may receive an automated phone call from Fraud Alert Management on behalf of First Interstate Bank to verify the activity on your account. If the Automated Call System cannot reach you, a temporary block may be placed on your card until you validate the transaction/activity in question.

For Fraud Alert Management support within the US call 1-800-437-9392. If you're traveling or reside outside Canada or the US, you may obtain Fraud Alert Management support by calling collect at 1-727-227-2447.

## TRAVEL BENEFITS

### **MasterRental®**

Protect your business and save money. MasterRental Coverage is a smart way to save when you rent a vehicle for 31 consecutive days or less. MasterRental provides coverage for physical damage and theft of a rental vehicle for rental periods of 31 consecutive days or less when you initiate and pay for your entire rental agreement with your Mastercard and decline the collision damage waiver coverage offered by the rental agency. To file a claim or for more information call 1-800-MASTERCARD.\*

### **MasterAssist Travel Assistance**

Receive pre-trip information such as visa/passport requirements, immunization information, and help with lost/stolen travel documents and luggage. With MasterAssist, you'll also have access to a referral network of physicians, attorneys, local embassies, and consulates if you are traveling more than 100 miles from home. Contact 1-800-MASTERCARD for more information.

### **MasterRoad Assist**

Obtain emergency roadside assistance such as jump-starts, tire changes, towing, and gas delivery if you get stuck on the road. Service fees are pre-negotiated and billed to your First Interstate Bank Mastercard account. Contact 1-800-MASTERCARD for more information.

### **Travel Accident Insurance**

Travel more safely with Travel Accident Insurance. As an eligible cardholder, you and your dependents are covered automatically with travel accident insurance when the entire travel fare is charged to your eligible Mastercard account while this insurance is effective.

For more details, please write to the Plan Administrator:

Financial Institution Marketing Group  
P.O. Box 31065  
Tampa, FL 33631-3065

## PURCHASING BENEFITS

### **Extended Warranty**

As a Mastercard Business cardholder, you now have the peace of mind and freedom to shop to your heart's content without a moment's worry. Eligible items purchased with your Mastercard card are covered with Extended Warranty which doubles the original manufacturer's warranty for up to 12 months. Contact 1-800-MASTERCARD for more information.\*

### **Purchase Assurance**

Protect your purchases. Purchase Assurance provides coverage for most items you purchase using your Mastercard card if the item is damaged or stolen within 90 days of the purchase. Call 1-800-MASTERCARD for more information.\*

\* Certain terms, conditions and exclusions apply. Visit [www.mycardbenefits.com](http://www.mycardbenefits.com) for complete program details.



## ACH AUTO PAYMENT AGREEMENT

I (we) hereby authorize First Interstate Bank to initiate withdrawals from the account indicated below to pay on credit card account number # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.

I (we) agree that your rights in respect to each withdrawal shall be the same as if it were a check drawn on my (our) account and personally signed by either of us and that you shall be fully protected in honoring such a withdrawal. I (we) further agree that if any such withdrawal is dishonored with cause, First Interstate Bank shall be under no liability whatsoever if such dishonor results in late charges or revocation of my (our) card. If funds are not available, this agreement is null and void immediately.

CARDHOLDER NAME \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TRANSIT/ABA NO. \_\_\_\_\_ Checking  Savings  ACCOUNT # \_\_\_\_\_

(The first 9 numbers from the left at the bottom of your check are your Bank Routing Number.)

Indicate the date each month the payment will be applied to the credit card account: \* \_\_\_\_\_

(Payment date cannot be between the 6<sup>th</sup> and 10<sup>th</sup> of the month.) **If blank or if you have Special Billing Options\*\* payment date will default to the due date.**

\*If payment falls on a weekend or holiday the payment applies on the following business day.

\*\*Special Billing Options are available for Business Customers only. Contact Payment Services for more information.

The amount of payment for my (our) credit card to be deducted monthly is (check one):

- The minimum required payment amount or percentage as disclosed in the cardholder agreement, \$20.00 dollars or 3%, whichever is greater.
- The total unpaid balance of the account as of statement date.
- Business customers only: The total balance due as of the statement cycle (credits received after statement cycle will not lower the amount of payment applied. Credits will apply to the next month's balance).
- A fixed dollar amount which is greater than the minimum required payment but less than the full unpaid balance. The fixed dollar amount to be withdrawn monthly is \$ \_\_\_\_\_. Write out dollar amount. \_\_\_\_\_ dollars.
- A fixed percentage of the balance which is greater than the minimum required payment but less than the full unpaid balance. The fixed percentage of the unpaid balance to be withdrawn monthly is \_\_\_\_\_%. Write out percentage amount. \_\_\_\_\_ percentage.

**This authority is to remain in full force and effect until I (we) provide First Interstate Bank requesting that a change be made or termination of this agreement. Notification to change or terminate must be received 30 days prior to the date you would like the change or termination to take place.**

I (we) understand and agree that in order for First Interstate Bank to make payments requested in this authorization form, I (we) must have the payment amount available in my (our) account. I (we) further understand and agree that First Interstate Bank shall not be responsible for any act or failure to act on their part, except in the case of gross negligence or willful misconduct. Furthermore, I (we) agree to hold First Interstate Bank harmless from any claims, liabilities, attorney's fees and other costs and expenses of any and every kind and nature which may be incurred by them by reason of their performance under this Authorization Form.

**In addition, I understand that it may take up to 30 days from the date this agreement is received for the ACH transfers to take effect. I agree I am responsible for any payments during this time frame.**

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

If you have any questions, please call (888) 833-5434. Fax form to 406-255-5432, or scan and email to [creditcards@fib.com](mailto:creditcards@fib.com).