

First International Bank & Trust
Application Disclosure
Onyx Visa Account

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	19.74% to 22.74% when you open your account, based on your credit worthiness. After that, your APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	2.90% introductory APR for the first 6 months. After that, your APR will be 19.74% to 22.74% based on your credit worthiness. This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	22.74% to 25.74% when you open your account, based on your credit worthiness. After that, your APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases and balance transfers if you pay your entire balance by the due date each month. We will begin charging interest on cash advances on the transaction date.
Minimum Interest Charge	If you are charged periodic interest, the charge will be no less than \$1 .
For Credit Card Tips from the Consumer Financial Protection Bureau	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 https://www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	Up to \$495.00
Transaction Fees	
<ul style="list-style-type: none"> • Balance Transfer • Cash Advance • Foreign Transaction Fees 	<p>Either \$5 or 3% of the amount of the balance transfer, whichever is greater.</p> <p>Either \$5 or 3% of the amount of each cash advance, whichever is greater.</p> <p>Up to 1% of each foreign transaction in U.S. dollars.</p>
Penalty Fees	
<ul style="list-style-type: none"> • Late Payment • Over-the-Limit • Returned Payment 	<p>Up to \$35</p> <p>\$0</p> <p>Up to \$25</p>

How We Will Calculate Your Balance: For Purchases and Balance Transfers we use the “Average Daily Balance,” EXCLUDING new transactions (Method E) as described on the monthly Account billing statement. For Cash Advances we use the “Average Daily Balance,” INCLUDING new transactions (Method A) as described on the monthly Account billing statement. See your Cardholder Agreement for further details.

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

Other: Additional fees may apply for special services requested by the cardholder.

- Same Day Payment: Up to \$10.00
- Express Order Fee: Up to \$35.00
- Research Fee: Up to \$15.00/hour plus \$.25/copy
- Replacement Card Fee: Up to \$5.00 for each lost or damaged card

Inactive Accounts: We reserve the right to close inactive accounts after 12 months of inactivity. Please refer to Cardholder Agreement for additional details.

As a participant in the consumer reporting system, we furnish information about our experience with you to consumer reporting agencies. These consumer reports allow us to make credit and other opportunities available to you. If you believe that we have furnished information to a consumer reporting agency that is inaccurate, please notify us at the following address and identify the specific information that is inaccurate. **The information about the cost of the card described in this supplement is accurate as of March 1, 2024. The information is subject to change after that date and you should call us at 1-888-848-3428 or write to us at First International Bank & Trust – 4530 Memorial HWY, Mandan, ND 58554 for the current information. MEMBER FDIC.**

Eligibility

1. Eligibility is restricted to Participants with an active and open Account with a financial institution participating in the Program, which may include charging or usage privileges.
2. Eligibility is restricted to Participants that have an Account statement mailing address within the 50 United States, the District of Columbia, United States territories, or United States military address (such as APO).
3. This Program is available to all Accounts designated by Your Financial Institution.

Program Administration

1. Your Financial Institution reserves the right to cancel or temporarily suspend the Program at any time without advance notice, which may result in the cancellation of outstanding points. Your Financial Institution has the right to change the Program without advance notice to You.
2. Operator and Your Financial Institution each have the right to monitor all Rewards Point Account activity. Operator and Your Financial Institution each reserves the right to cancel any Program membership in the event of fraud, abuse of program privileges, or violation of the Program rules; including any attempt to sell, exchange, or transfer points, or any instrument exchangeable for points. If You have conducted any fraudulent activity, Operator reserves the right to take any necessary legal action and may have grounds to confiscate any rewards redeemed as a result of such activity. In addition, You may be liable for monetary losses to Operator, including litigation costs and damages and you will not be allowed to participate in the Program in the future.
3. The terms of this Program are void where prohibited by law.
4. We may, at any time and without prior notice, (i) change, limit or terminate any aspect of the Program, or (ii) update, amend or terminate these Terms and Conditions in whole or in part. Changes may affect outstanding transactions and points.

Point Accrual

1. You will earn points for every qualifying net purchase (purchases less returns) as designated by Your Financial Institution. This may include using your debit card or credit card or by participating in certain other Account activity with Your Financial Institution. Your Financial Institution determines the points earning rate for all transactions and when points begin to accrue. No retroactive points will accrue. Returns are subject to the return policy of the retailer from which you made your purchase. If you return or cancel an item, points are also reversed from that sale. Exchanges also make purchases from participating retailers made through www.scorecardrewards.com ineligible for rewards, as when merchandise is exchanged, the merchant cancels the order and replaces it with a new one. Since the new order was not made through the program website points cannot be tracked. Because of this, the retailer will not pass the points to LiveFirst Rewards powered by ScoreCard which means LiveFirst Rewards powered by ScoreCard cannot access the points to put in your account. To avoid losing your rebate on exchanges, please make sure all returns are final. Once your refund is credited to your card, place the order again through the LiveFirst Rewards powered by ScoreCard website to be sure you receive points on your purchase.
2. **Transactions from lost, canceled, or stolen credit or debit cards; or fraudulent purchases will not earn points.**
3. Participants will not earn points if the Account has been closed, whether closed by Participant or Your Financial Institution. Once the Account is closed, points will not be credited and points will be immediately forfeited and cannot be redeemed. Your Financial Institution will determine what constitutes a closed Account.
4. The Program is based on **net purchases only** and does not include cash advances, balance transfers, or wire transfers. It also does not include any fees posted to your Account, including (but not limited to) late fees, over limit fees, and finance charges.
5. There is no annual cap to how many points you can earn.
6. Your points do not expire.
7. Points earned during a calendar month are posted to the Participant's Reward Points Account by the 10th of the following month. Qualifying purchases that have not been cleared or posted to a Participant's Reward Points Account are not eligible for redemption.
8. Dollar and cents amounts will be rounded down to the nearest whole dollar amount when calculating points earned.
9. Point balances are available for view online.
10. Points cannot be transferred from one Rewards Point Account to another Rewards Point Account.
11. Points from multiple Accounts may be pooled together at the discretion of Your Financial Institution.
12. Points may not be assigned, transferred and/or pledged to any third party. Participant has no property rights or other legal interests in points.
13. Participant is responsible for any personal tax liability that may be related to participation in the Program.
14. If your Rewards Point Account does not represent the correct number of points that you should have been awarded, Operator reserves the right to adjust your point balance. If you have been awarded points in error or if you believe your Rewards Point Account has been the subject of any suspicious activity, please contact the Operator immediately using the "Contact Us" feature of the Program website.
15. If you believe that you have made purchases that should have resulted in the addition of Rewards to your accumulated Rewards balance, and you see that the Rewards have not been reflected within thirty (30) days of your purchase, please contact us within ninety days of the date of such purchase and we will investigate the situation. (If you wait longer than ninety (90) days, your ability to claim the Rewards will be considered waived.)

Liability

1. You acknowledge and agree that as part of the Program certain information, such as Your name and address, shall be provided to merchants and other parties involved in the Program and Your transactions. You acknowledge and agree that Operator has no control over and liability for any use of such information by those third parties.
2. Operator has no liability for disagreements regarding points. Your Financial Institution's decisions regarding points and point discrepancies will be final.
3. You agree to comply with all applicable laws, rules, statutes, ordinances, and regulations in connection with Your participation in the Program and Your use of goods and services.

4. NONE OF OPERATOR OR THE SUPPLIER OF ANY REWARDS (INCLUDING EACH OF THEIR AGENTS, AFFILIATES OR EMPLOYEES) (TOGETHER, "PROVIDERS") MAKE ANY WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THIS PROGRAM AND THE WEBSITE, AND/OR ANY CONTENT, DATA, SOFTWARE, MATERIALS, INFORMATION, PRODUCTS, SERVICES AND/OR OPERATION OF THE PROGRAM OR THE WEBSITE ALL OF WHICH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU EXPRESSLY AGREE THAT THE USE OF THIS WEBSITE AND THE PROGRAM IS AT YOUR SOLE RISK. PROVIDERS EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE PROGRAM AND THE WEBSITE WILL BE ERROR-FREE, SECURE, UNINTERRUPTED, OR VIRUS-FREE. THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES ON THE WEBSITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS.
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8. SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.
9. You agree to indemnify, defend, hold harmless, and release the PROVIDERS and any merchants participating in the rewards, including any rewards that, after receipt, may be lost, stolen, or destroyed, from any claims, liabilities, obligations, actions, or damages (including reasonable attorney's fees) arising out of any breach of the Program or these Terms and Conditions by You or by anyone using the Program or Your points, REWARDS POINT ACCOUNT, or OTHER Accounts. All participating merchants are in no way affiliated with or responsible for the Program administration.
10. If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.
11. The Program and these Terms and Conditions are subject to the laws of the State of New York, without any reference to its choice of law provisions.

Other Terms and Conditions

There are additional Program Terms and Conditions associated with the redemption of merchandise, travel, event tickets, activities and gift cards. Visit the Program website located at www.scorecardrewards.com to view the details of those redemption options and their associated Terms and Conditions. Any disclaimer of liability set forth in those additional Program Terms and Conditions shall also apply to the Operator of the Program described in these Terms and Conditions.

First International Bank & Trust reserves the right to modify or revoke offer at any time.