

**D.L. EVANS BANK
CONSUMER CREDIT CARD AGREEMENT**

1.0: AGREEMENT. This “Agreement” governs the possession and use of credit cards (“Card” or “Cards” or “Credit Cards”) issued by D.L. Evans Bank (“Issuer” or “We” or “Us” or “Our”) and the corresponding “Account”. Each person who applies for a credit card and in whose name the Card is issued (“Holder” or “You” or “Your”) consents and agrees to this Agreement and to the terms contained on the Credit Cards, credit card application, sales drafts, credit adjustment memos and cash advance drafts, signed by or given to Holder or any authorized user of Holder’s Cards. When Credit Cards are issued upon the application of two or more persons, all such persons shall be jointly and severally liable as Holders. The provisions of this Agreement, as amended from time to time, govern Holder’s obligations, notwithstanding any additional or different terms contained in sales drafts, credit adjustment memos, cash advance drafts or other forms signed by or given to Holder or any user of Holder’s Cards to evidence a credit card transaction. Holder authorizes an investigation of Holder’s credit standing prior to the issuance of a Card to Holder and at any time thereafter and authorizes disclosure of information to third parties relating to Holder’s credit standing. This Agreement applies to all Cards issued to Holder or to others on Holder’s authorization and to any user of Holder’s Cards.

1.1: Account Use and Acceptance. By accepting Your Card and using or maintaining Your Account, or letting someone else use Your Card or Your Account, You agree to all of the terms of this Agreement. You acknowledge that You received a copy of this Agreement. Your signature on Your application or solicitation for this Account, including without limitation any electronic signature or oral acceptance of a telephone offer, Your Card or any Account-related document represents Your signature on this Agreement. You agree that You and each Authorized User will not use Your Card or Account for any fraudulent or illegal purposes. Issuer reserves the right to block authorizations from certain types of merchants. These may include but are not limited to merchants whose business is selling crypto currencies and online gambling. If any such charge or transaction is approved and processed, You will still be liable for the charge. Issuer reserves the right to limit the number of Authorizations given during any period of time (day, weekend, week, etc.) and Issuer may deny an Authorization if Issuer suspects that the Account is being used without Your permission.

1.2: Promise to Pay. You promise to pay Us for all purchases, balance transfers and cash advances resulting from the use of Your Card or Account, plus interest charges and all other fees and charges owed under this Agreement (including without limitation all purchases and cash advances made by an Authorized User).

2.0: GOVERNING LAW. Holder agrees to be governed by the Idaho law with respect to all aspects of the transactions arising under this Agreement. Waiver of Jury Trial-Holder waives any right to a jury trial in connection with any dispute regarding this Agreement.

3.0: USING YOUR ACCOUNT.

3.1: Credit Limit. Your initial credit limit is shown in the materials We send with Your Card when We open an Account for You. Your current credit limit will be shown on each Statement. You also may telephone Customer Service using the number on the back of Your card for Your current credit limit. You agree to not go over Your credit limit. We may permit You to go over Your credit limit, but We are not required to do so. If Your Account goes over Your credit limit, You agree to pay the overlimit amount when it is billed or sooner upon Our request. We may set a credit limit for the total dollar amount of cash advances that may be outstanding from time to time that is lower than the overall credit limit for Your Account. In Our discretion, at any time, We may change any credit limit that applies to Your Account. You may ask Us to change Your credit limit by applying online at www.dlevans.com or visiting a local D.L. Evans Bank branch. We do not have to agree to any such request. The approved credit line is subject to change based on Holder’s credit worthiness.

3.2: Visa Signature Card. If You apply and are approved for a D.L. Evans Bank Rewards Card, You will receive either a Signature Visa card if Your approved account credit limit is \$5,000 or greater or a Traditional Visa Rewards card if Your approved account credit limit is less than \$5,000. Both Signature and Traditional cards have the same terms and conditions, however the Signature card comes with added Visa Signature benefits such as complimentary 24/7 concierge, access to exclusive events, special shopping perks and more.

3.3: Types of Transactions.

Purchases. You may use Your Card to pay for the purchase or lease of goods or services wherever Your Card is honored. If You use Your Card to purchase or lease goods or services by telephone, mail or internet, You agree that Your signature is not necessary as identification in such cases.

Cash Advances. You may use Your Card or Account to obtain cash advances wherever they are honored for cash advances. Cash Advances obtained from a financial institution, an automated teller machine, or any other party that agrees to honor Your Card or Account for cash advance purposes, and all convenience checks posted to Your account are considered Cash Advances. See the Application and Solicitation Disclosure or Account Opening Disclosure with this Agreement for Cash Advance fee details.

Balance Transfers. We may allow You to transfer balances from other credit card accounts with third parties (but not Us or Our affiliates) to Your Account. We may limit

VISA is a registered trademark of VISA International Service Association, and is used by D.L. Evans Bank pursuant to a license from VISA U.S.A. Inc.

the number and types of credit card accounts from which We will allow You to transfer balances and the times, amounts, manner, and circumstances in which Balance Transfers may be requested. See the Application and Solicitation Disclosure or Account Opening Disclosure on the card mailer for Balance Transfer fee details.

International Transactions. If You use Your Account to make a purchase or cash advance in a foreign currency, the transaction will be converted to U.S. Dollars based on a rate selected by VISA U.S.A. Inc. (or any of its affiliates) from the range of rates available in wholesale currency markets for the applicable central processing date (which may vary from the rate VISA U.S.A. Inc. itself receives) or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used by VISA U.S.A. Inc. (or any of its affiliates) on the currency conversion date may differ from the exchange rate in effect on the day You made the transaction or on the day the transaction is posted to Your Account. Holder agrees to pay charges and accept credits for the converted transaction amounts in accordance with the terms of this paragraph. See the Application and Solicitation Disclosure or Account Opening Disclosure of this Agreement for International Transaction Fee details.

Third Party/Mobile Devices and Digital Wallets. We may also permit any Cardholder to load information about Your Account onto third party/mobile devices (such as a smartphone, tablet, or any other handheld or wearable communication device that allows a Cardholder to store or electronically present Account information) that would enable the Cardholder to make Purchases or engage in credit transactions for an Account without needing to show a Card. You and We agree that any such use of an Account will be subject to all the terms and conditions contained in this Agreement. To the extent a Cardholder does use a third party/mobile device to make a credit transaction on an Account, or load information about an Account onto any such device, You need to be aware that We do not control the device and cannot guarantee the performance of either the device or any third party. Carefully protect the security of any devices the same as You would Your cash, checks, credit cards, and other valuable information. We encourage You to password protect or lock any such device to help prevent an unauthorized person from using it. You agree to promptly report any loss or theft to both Us and the third party. The owner of the device may incur third party fees from Us and the third party related to engaging in a third party/mobile device transaction (such as mobile carrier data or messaging charges). Credit transactions made through a third party/mobile device may involve the electronic transmission of information related to You or the Account across wireless or computer networks. Third parties, such as merchants, card association networks, mobile carriers, mobile wallet operators, and software application providers may use and receive information in connection with a credit transaction. Third parties may also receive information about Your mobile device when You use it to make a credit transaction.

4.0: REFUSAL TO HONOR YOUR CARD. A merchant, business or financial institution may refuse to honor Your Card. You and each Authorized User agree that You have no legal claims or damages against Us or anyone else if Your use of Your Account is denied by any merchant, business or financial institution.

5.0: STATEMENTS. At the end of each monthly billing cycle (“Billing Cycle”), if there was activity on Your Account, We will send You a Statement showing what You owe (the “New Balance”) as of the end of the Billing Cycle. The Statement will show any interest charges You owe, the minimum payment due, the payment due date, Your current credit limit, an itemized list of fees, charges, payments and credits posted to Your Account during the Billing Cycle and other important information. We will mail or deliver the Statement to the address We have on file for Your Account.

5.1: Change of Address. You must notify Us promptly of any change in Your address by contacting D.L. Evans Bank at P.O. Box 1188, Burley, ID 83318, by first class mail, postage prepaid, or by visiting a local D.L. Evans Bank branch. Until We receive, process, and verify Your new address, We will continue to send Statements and other notices to the last address We have on file for Your Account.

6.0: CREDIT BALANCE. We will make a good faith effort to return to You any credit balance that has been on Your Account longer than six consecutive Billing Cycles (or, in Our discretion, for a shorter time period). You may also request a refund of a credit balance on Your Account at any time. We may reduce the amount of any credit balance on Your Account by applying the credit balance towards new fees and charges posted to Your Account. We do not pay any interest on credit balances.

7.0: PAYMENTS. You may at any time pay off the full unpaid balance or part of the unpaid balance under this Agreement.

7.1: Minimum Payment and Payment Application. Holder will be furnished a monthly statement for each billing period at the end of which there is an undisputed debit or credit balance of \$1.00 or more. Holder shall pay within 25 days after each statement Closing Date either (a) the full amount billed (“New Balance”) or, at Holder’s option, (b) a minimum Payment of \$20 or 3% of the New Balance, whichever is greater. The Total Amount Due shown on the statement is equal to the sum of the Minimum Payment due PLUS any Past Due Amount, PLUS any payment due on promotional

balances required by the terms of a promotion. If there is no Past Due Amount or promotional balance, then the Total Amount Due shown on the statement will equal the Minimum Payment Due. All payments by Holder will be applied first to payment of Interest Charges in the order of their entry to the Account, second to additional fees, if any, in the order of their entry to the Account, third to previously billed cash advances, purchases and other similar charges in the order of their entry to the Account, and then to current cash advances, purchases and other similar charges in the order of their entry to the Account.

7.2: Making Payments. Payments may be made by mail, online, at a D.L. Evans Bank branch or over the phone. All payments must be in U.S. dollars and, if applicable, drawn on a U.S. bank. Business Day is defined as Monday through Friday, excluding federal holidays.

By Mail. Send a check or money order to the payment address shown on Your Statement with the payment stub from Your Statement. Do not mail any cash payments. A properly addressed payment with the payment stub will be credited to Your Account as of the date received if We receive it by 5 p.m. Eastern Time on a Business Day. A properly addressed payment with the payment stub received after 5 p.m. Eastern Time or on a day that is not a Business Day will be credited to Your Account as of the next Business Day. You agree to not give Us any post-dated check as payment on Your Account.

Online. You may pay online by logging in to Our website. A payment made online will be credited to Your Account as of the date received if We receive it by 5 p.m. Eastern Time on a Business Day. Online payments received after 5p.m. Eastern Time or on a day that is not a Business Day will be credited to Your Account as of the next Business Day.

At D.L. Evans Bank Branch. You may make a payment in person to one of Our employees at a D.L. Evans Bank branch. A payment made at a D.L. Evans Bank branch will be credited to Your Account as of the date received if We receive it by the close of business for that location.

By Phone. You may pay by phone by calling the number on the back of Your Card. A payment made by phone will be credited to Your Account as of the date received if We receive it by 5 p.m. Eastern Time on a Business Day. Phone payments received after 5p.m. Eastern Time or on a day that is not a Business Day will be credited to Your Account as of the next Business Day. From time to time, We may allow You to expedite a single payment to Your Account from a designated bank account of Yours by telephone.

7.3: Delay in Crediting and Available Credit. We may reject or delay crediting payments that do not follow the instructions above. Your available credit limit(s) may not reflect the payment for up to 7 days after We have credited a payment to Your Account.

7.4: Automatic Payments. We may allow You to repay amounts owed under this Agreement through automatic payments from a savings or checking account. We may terminate Our permission to make automatic payments at any time. If an automatic payment does not occur for any reason, You still must pay the minimum payment and a Late Payment or Returned Payment Fee may apply.

8.0: ADDITIONAL CARDS AND AUTHORIZED USERS.

8.1: Additional Cards. You may request additional Cards and permit Authorized Users to have access to Your Card or Account. You will be liable for all Account transactions made and all fees incurred by those Authorized Users (including without limitation interest charges). We may limit the total number of Cards and other Access Devices issued.

8.2: Lost or Stolen Cards, Account Numbers. If any Card, Account number or Access Device is lost or stolen, or if You think someone used or may use them without Your permission, notify Us AT ONCE by calling 1-888-999-2901 if You have a D.L. Evans Bank Visa Signature Card or 1-888-999-2898 for all other cards. You agree that We may close Your Account to new transactions, change Your Account number(s) and issue You a new Card(s) with different Account number(s) if We have been notified of the possible loss, theft or unauthorized use. If We do this, You must notify anyone You have authorized to submit and post charges to Your Account of Your new Account number(s). Do not use Your Card, Account number after You notify Us, even if Your Card is later found or returned.

9.0 INTEREST CHARGES. Holder shall pay Interest Charges as shown on Holder's monthly statements, for each billing period in which there is a cash advance, or the Previous Balance is not paid in full prior to the Closing Date of the billing statement. For cash advance fees, please see the Application Solicitation Disclosure or Account Opening Disclosure. We figure the Interest Charges on Your Account by applying the monthly Periodic Rate to the entire "Balance Subject to Interest Rate." The additional charge for cash advances shall not apply to any cash advance obtained under a separate credit agreement with Holder and written in connection with this Agreement. The "Balance Subject to Interest Rate" is the "average daily balance," of the Account (including current transaction). To get the "average daily balance," We take the beginning balance of the Account each day, add any new cash advances, credit purchases and other charges, and subtract any payments or credits, unpaid late charges, unpaid membership fees and unpaid Interest Charges. This gives Us the daily balance. Then, We add up all of the daily balances for the billing cycle and divide the

VISA is a registered trademark of VISA International Service Association, and is used by D.L. Evans Bank pursuant to a license from VISA U.S.A. Inc.

total by the number of days in the billing cycle. This gives Us the "AVERAGE DAILY BALANCE." Interest Charges for credit purchases begin on the date the purchase is posted to the Account unless the Previous Balance shown on the statement is paid in full prior to the Closing Date of the statement. Credit purchases made during the statement period and the Previous Balance will be excluded from the calculation of the "average daily balance" if the Previous Balance shown on the front of the statement was paid in full prior to the Closing Date of the statement. The Interest Charges for cash advances begin on the date the advance is posted to the Account. Holder may avoid additional Interest Charges on the Account by paying in full the New Balance shown on the Account's monthly statement within 25 days after the Closing Date for that statement.

10.0: VARIABLE ANNUAL PERCENTAGE RATE. The current monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** for new accounts are disclosed on the accompanying card mailer. These rates may vary monthly and shall be adjusted on the first day of each billing period ("Change Date"). The **ANNUAL PERCENTAGE RATE** on each Change Date shall equal the highest prime rate published in The Wall Street Journal "Money Rates" tables on the 10th day of publication in the calendar month preceding each Change Date ("Index Rate"), PLUS a Margin. If the 10th falls on a day the Wall Street Journal does not publish, we will identify the U.S. Prime Rate published on the last publishing day preceding the 10th day of the month. For more information on current margin(s), please refer to the Application Solicitation Disclosure or Account Opening Disclosure. The monthly Periodic Rate is 1/12th of the **ANNUAL PERCENTAGE RATE**. Beginning on the date an adjustment in the rate is effective and until the next Change Date, the monthly Periodic Rate then in effect will be applied to the balance in the Account to determine the Interest Charges. An adjustment in the monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** will apply both to the outstanding balances in the Account and to new cash advances, (including any balance transfers from other credit card accounts), credit purchases, and other charges. An increase or decrease in the Index Rate will cause an increase or decrease in the monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** and may increase the amount and number of minimum payments. If the Index Rate ceases to be made available, Issuer may substitute a substantially similar index and margin.

10.1: Introductory or Promotional APR. We may offer You an introductory or promotional APR for specific Account transactions, such as balance transfers. Any introductory or promotional APR offer will be subject to the terms of the offer and this Agreement. 0.00% Introductory APR applies to purchases or balance transfers made during the first 6 months of account opening. Introductory APR does not apply to Cash Advances. A 3% balance transfer fee for each completed balance transfer (\$10 minimum, not to exceed \$150) will apply during the Introductory APR period. Minimum balance payments will still be required each month. Upon the expiration of an introductory or promotional APR, the rate will return to the rate for the specified type of transaction(s) as stated in this Agreement.

11.0: HOW WE WILL CALCULATE YOUR VARIABLE APRs. We calculate variable APRs by adding a margin to the highest U.S. Prime Rate published in the Money Rates section of The Wall Street Journal on the 10th date of the publication in the calendar month. The APR may increase or decrease each month if the Prime Rate changes. Any new rate will be applied as of the first day of Your next billing cycle during which the Prime Rate has changed. If the APR increases, You will pay a higher interest charge and may pay a higher minimum payment. The Prime Rate is simply a reference index and is not the lowest interest rate available. If The Wall Street Journal stops publishing the Prime Rate, We will select a similar reference rate.

12.0: FEES. You agree to pay the fees described below or in the account disclosure whenever applicable.

Annual Membership Fee. This Card does not have an annual fee.

Cash Advance and Balance Transfer Transaction Fees. We will charge a transaction fee on each cash advance and balance transfer You obtain in the amounts shown in the Application and Solicitation Disclosure or Account Opening Disclosure.

International Transaction Fee. If Your Account has an International Transaction Fee, We may impose a fee equal to a certain percentage of the U.S. Dollar amount of a foreign transaction as shown in the Application and Solicitation Disclosure or Account Opening Disclosure.

Late Payment Fee. The first time We do not receive a required minimum payment when due, We may charge a Late Payment Fee as shown in the Application and Solicitation Disclosure or Account Opening Disclosure.

Returned Payment Fee. We may charge You this fee, as shown in the Application and Solicitation Disclosure or Account Opening Disclosure, each time Your financial institution for any reason rejects a payment You make to Us, or if the payment cannot be processed.

Research Fee. We may charge You a fee of up to \$25 per hour, plus \$5 for each copy of a Statement or sales draft You request. However, We will not charge You for copies of documents that You request in connection with a billing error/inquiry You may assert against Us under applicable law.

Expedited Card Fee. If You request a replacement Card on an expedited basis, we may charge You an Expedited Card Fee of up to \$60.

Replacement Card Fee. We may charge You a fee of up to \$5 for a replacement card request.

13.0 DEFAULT Subject to restrictions of applicable law, You will be in default and we will not be obligated to honor any attempted use of Your Account (even if we do not give You advance notice) if any of the following events occurs: (a) We do not receive any payment required by this Agreement when such payment is due; (b) You exceed any credit limit; (c) You are unwilling or unable to pay what You owe under this Agreement, for any reason; (d) You die, become insolvent, file for bankruptcy or otherwise become the subject of a bankruptcy petition or filing; (e) You give Us false or misleading information at any time in connection with Your Account; (f) You send Us more than one check or similar instrument that is returned to Us unpaid or any automatic, electronic or other payment on Your Account cannot be processed or is returned unpaid, for any reason, within the last six Billing Cycles; (g) You breach or otherwise fail to comply with any term or condition of this Agreement; (h) We have reason to suspect that You or any Authorized User may have engaged or participated in any unusual, suspicious, fraudulent or illegal activity on Your Account or any other account or loan You have with Us or Our affiliates; (i) You do not give Us updated information about Your finances, employment or any other information We may reasonably request, promptly after Our request.

13.1: Our Rights After Default. In the event of default, We may close Your Account, require You to pay the unpaid balance in full or take any other action permitted by applicable law.

13.2: Collection Costs. If we refer any past due amounts You owe under this Agreement to a collection agency or lawyer for collection, You agree to pay Us Our reasonable costs of collection, including without limitation collection agency fees, court costs and attorneys' fees actually incurred by Us, to the fullest extent permitted by applicable law.

14.0: CLOSING YOUR ACCOUNT. You may ask Us to close Your Account to new transactions at any time by notifying Customer Service in writing at P.O. Box 1188, Burley, ID 83318, by first class mail, postage prepaid, or contacting Us using the number on the back of Your card. If You request to close Your Account by phone, we may require a written notice from You. Except where prohibited by applicable law, We may close Your Account to new transactions at any time, for any reason including Account inactivity and/or lack of credit card usage for an extended period of time, and without prior notice.

14.1: After Your Account is Closed. After Your Account is closed, You still must pay Us any unpaid amounts under this Agreement. We will not be liable to You for any consequences resulting from closing Your Account. You agree to cut, tear or otherwise deliberately damage all Cards in Your or any Authorized User's possession or control to prevent unauthorized use by third parties and, upon Our request, return such Cards to Us at P.O. Box 1188, Burley, ID 83318, by first class mail, postage prepaid.

15.0: AMENDMENTS. Issuer may amend this Agreement from time to time by sending Holder advance written notice not less than 45 days prior to the effective date for any change that is either adverse to Holder's outstanding balance or increases certain fees, or as may otherwise be required or permitted by law. To the extent that Issuer indicates in the notice and that the law permits, amendments will apply to Holder's existing Account balance as well as to future transactions. Notices are deemed given when mailed by Issuer to any Holder to the current address for mailing monthly statements or via electronic notice for Holders who have consented to electronic statements. Invalidity of any provision of this Agreement shall not affect the validity of any other provisions unless otherwise required by law.

16.0: INFORMATION SHARING

16.1: Credit Information. We may review Your credit history by obtaining information from consumer reporting agencies and others. 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. We may report Account information on Authorized Users.

16.2: Telephone Numbers. When You give Us Your mobile phone number, We have Your permission to contact You at that number about all of Your D.L. Evans Bank accounts. Your consent allows Us to use text messaging, artificial or pre-recorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on Our behalf to service Your Account. Message and data rates may apply. You may contact Us anytime to change these preferences.

16.3: Account Benefits. We may offer You certain third-party benefits and services with Your Account, as outlined in benefits brochures or other documents and internet web sites. For example, certain eligible purchases charged with a VISA Card may be eligible for certain benefits or services through VISA U.S.A. Inc. (or its affiliates). Any benefits or services We make available through third parties (including without limitation VISA U.S.A. Inc.) are not a part of this Agreement but are subject to the terms and restrictions outlined in the applicable benefits brochures or other documents or internet web sites provided or made available to You from time to time. You agree that We may give information about You, any Authorized User, and Your Account, to any

third party reasonably needing the information to provide You with such benefits or services. You also agree that We or any third party providing any Account-related benefits or services may change, add, or delete benefits or services at any time without notice.

17.0: VISA ACCOUNT UPDATER. Card Accounts are automatically enrolled in the Visa Account Updater (VAU) feature required by Visa. This feature enables the electronic exchange of Account information between Visa and participating merchants who support payment continuity with credential-on-file merchants. Visa will securely provide updated Card information when Your Card is re-issued for any reason or is closed. Updates are not guaranteed before the next billing cycle; the Bank is not responsible for late, missed, or recurring payments. To opt-out of the Visa Account Updater feature for Your Card Account, please contact the Bank by calling the number on the back of Your Card. If You give Your Card information to a merchant to bill Your Account for recurring payments, or to keep it on file for future purchases or payments, and Your Card number, expiration date, or security code changes, You are responsible for notifying the merchant of Your new Card information. We cannot tell You which merchant will receive updated Card information when Your Card information changes. You should always provide Your new Card information to each merchant with who You do business because some merchants do not subscribe to such network services.

18.0: REWARDS PROGRAM. This section applies ONLY to D.L. Evans Bank Visa Rewards Credit Card.

18.1: Earning Rewards Points. We will automatically open a Rewards Account for You when You open a D.L. Evans Bank rewards-based Credit Card. You earn "Points" when You use Your Account to make Purchases less credits, returns and adjustments each billing cycle. Not all transactions made with Your Account will qualify as a Purchase for purposes of earning rewards -those restrictions are more fully described later in this document. You earn 1.5 Points for each one dollar (\$1) of eligible Purchases. Points are earned on each individual Purchase transaction and, therefore, We employ rounding to determine how many Points to award for each Purchase. We round points down to a whole amount when the total is less than or equal to 0.49 and We round up to a whole amount when the total is greater than or equal to 0.50. For example, a \$7.50 purchase will earn 11 points (i.e. $7.50 \times 1.5 = 11.25$), or a \$9.99 purchase will earn 15 points (i.e. $9.99 \times 1.5 = 14.98$). You may be offered opportunities to earn additional Points ("Bonus Points"). Related terms will be provided with the offer. Points earned are estimated based on the authorization amount reported by retailers and are subject to be changed based on returns and retailer adjustments. The following types of transactions do not earn points and are not eligible for Purchase Redemption Credits; Balance Transfers, Cash Advances, purchases of travelers checks, money orders, lottery tickets, gambling chips, wire transfers, foreign currency, purchases or reloading of prepaid cards, or purchases of any other cash equivalents, fees, interest charges, disputed and unauthorized or fraudulent charges, account refunds, rebates, and similar credits are not eligible to earn Points and are not considered a Purchase for purposes of earning rewards. Your Points balance will be reduced for returns, credits, and adjustments.

18.2: Redeeming Points. In order to redeem points, You must be registered on the UChoose Rewards® website. Points may only be redeemed by the Holder at specified levels for a variety of Cash Back, gift cards, merchandise, and travel. Specific gift cards, merchandise and travel are subject to availability and additional terms and conditions. You may redeem Your points for Cash Back as a statement credit. Account statement credits will reduce Your outstanding balance, but You may still be required to make at least Your minimum monthly payment.

18.3: Expiration and Forfeiture. As long as the Account remains open and in good standing, Your Points will not expire and there is no limit to the number of Points that may be earned. Your Points may be forfeited immediately if Your Account is closed due to Default as defined in Your Card Agreement. Such reasons for closure may include but are not limited to: (1) Filing for bankruptcy, (2) Delinquency in making payments on Your account, (3) Fraudulent activity or misuse associated with Your Account or the Rewards Program, (4) If Your Account is closed for any other reason, whether by You or by Us, Your Points will be forfeited.

18.4: Amendments. The Rewards Program may change. We may, at Our sole discretion, cancel, modify, restrict, or terminate the Rewards Program or any aspects or features of the Rewards Program at any time. If We materially change or terminate the Rewards Program, We will provide You with 30 days advance notice. Other changes may be made without prior notice by posting an updated copy of the Rewards Agreement on Rewards Program Website.

18.5: Disclaimers and Notices. All interpretations of the Rewards Program shall be at D.L. Evans Bank's sole discretion. In the event of any fraudulent, abusive, or gaming activity related to the Rewards Program or Your Account, as determined by Us, We may make adjustments to Your Points balance, cancel Your participation in the Rewards Program, close Your Account, or take any other action available to Us by law or equity. Points have no cash value until redeemed, are not Your property and may not be transferred or assigned by agreement or operation of law. You are responsible for any tax liability, and You may receive an IRS FORM 1099 (or other appropriate form) related to the Rewards Program. Please consult a tax advisor regarding any tax concerns. If any part of this Rewards Agreement is found to be void or unenforceable

under applicable law, all other parts of the Rewards Agreement will still apply. The Rewards Program is offered by D.L. Evans Bank and may be administered or serviced by third parties who are not affiliated with D.L. Evans Bank. You agree that D.L. Evans Bank may share information about Your Account and Account transactions with such third parties to administer and service the Rewards Program. By participating in the Rewards Program, and accepting and using rewards earned, You or any other beneficiary of the Rewards Program release, discharge and hold harmless D.L. Evans Bank and their respective parent companies, subsidiaries, affiliates, agents, administrators, service providers, employees, officers, directors, successors and assignees from all claims, damages or liability including, but not limited to, physical injury or death, arising out of participation in the Rewards Program or travel taken or use of products purchased in connection with the Rewards Program. The merchants and service providers that participate in the Rewards Program are solely responsible for the quality and performance of any products or services they provide, are not affiliated with D.L. Evans Bank, are not sponsors or co-sponsors of the Rewards Program, and are subject to change without notice. All participating third-party service provider names, logos and marks are used with permission and are the property of their respective owners.

19.0: MISCELLANEOUS

19.1: Certain Waivers. You waive the right of “presentment” and “notice of dishonor.” “Presentment” means the right to require Us to demand payment of amounts due under this Agreement. “Notice of dishonor” means the right to require Us to give notice to other person that amounts due under this Agreement have not been paid. You also waive demand for payment, protest, notice of protest and all other notices and demands, to the fullest extent permitted by applicable law.

19.2: Assignment. We may assign Your Account and Our rights under this Agreement to Our affiliates or to some other financial institution or company without advance notice to You. That entity will take Our place in this Agreement if We do this. You may not assign or transfer Your Account or any of Your responsibilities under this Agreement to any other person.

19.3: No Security. Your Account is unsecured. We are not taking a security interest in any property in connection with Your Account.

19.4: Evidence. You agree that We may use a copy, microfilm, microfiche or digital image of any Statement or other document to prove what You owe Us and that the copy, microfilm, microfiche or digital image will have the same validity as the original.

19.5: Captions and Interpretation. The captions used in this Agreement are for convenience only. They do not affect the meaning of the paragraphs in this Agreement.

19.6: Severability. If any part of this Agreement is held to be invalid, the rest will remain in effect.

19.7: Delay in Enforcement/No Waiver. We may delay or waive enforcing any of Our rights or remedies under this Agreement or under applicable law without losing any of those rights or remedies. Even if We do not enforce Our rights or remedies at any one time, We may enforce them at a later time.

19.8: Entire Agreement. The Agreement together with the Credit Card Application; Application and Solicitation Disclosure; Account Opening Disclosure; eCustomer Service Terms and Conditions and Rewards Program Terms and Conditions (“Full Account Terms”) is the entire agreement between You and Us relating to Your Account. The Agreement replaces any other agreement relating to Your Account that You and We made earlier or at the same time. In the event of a conflict between this Personal Credit Card Agreement and any other document (including the other documents that are collectively called the Full Account Terms), this Consumer Credit Card Agreement will control unless otherwise expressly provided in the other document.

19.9: Holder Consent: Your name, address and signature (including any electronic or digital signature) and the date on any application or solicitation or on any sales slip or other evidence of indebtedness on Your Account represents Your name, address and signature and the date on this Agreement.

20.0: YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE. This notice tells You about Your rights and Our responsibilities under the Fair Credit Billing Act.

20.1: 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: D.L. Evans Bank, P.O. Box 1188, Burley, ID 83318.

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. 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.

20.2: 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.

20.3: 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 Card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses Your 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: D.L. Evans Bank, P.O. Box 1188, Burley, ID 83318.

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.