



## Cash Rewards American Express® Card Terms and Conditions

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask you for your name, address, date of birth and other information that will allow us to identify you. We may ask to see your driver's license or other identifying documents.

**We may change APRs, fees, and other Account terms in the future based on your experience with Elan Financial Services and its affiliates as provided under the Cardmember Agreement and applicable law.**

We apply your minimum payment to balances with lower APRs first. Amounts paid over the minimum payment will be applied in the order of highest to lowest APR balances.

## Disclosure of Credit Card Terms

Interest Rates and Interest Charges	Cash Rewards American Express® Card
<b>Annual Percentage Rate (APR) for Purchases</b>	Cash Rewards American Express®: <b>0%</b> introductory APR for the first 6 billing cycles. After that, <b>11.99% to 22.99%</b> based on your creditworthiness when you open your account. This APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	Cash Rewards American Express®: <b>0%</b> introductory APR for the first 6 billing cycles for balances transferred within 186 days from account opening. After that, <b>11.99% to 22.99%</b> based on your creditworthiness when you open your account. This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	Cash Rewards American Express®: <b>23.99%</b> This APR will vary with the market based on the Prime Rate.
<b>Penalty APR and When it Applies</b>	Not applicable
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is 24 - 30 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$2.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>
Fees	Cash Rewards American Express® Card
<b>Annual Fee</b>	
• Annual Membership Fee	<b>None</b>
<b>Transaction Fees</b>	
• Balance Transfer	Either <b>3%</b> of the amount of each transfer or <b>\$5</b> minimum, whichever is greater.
• Convenience Check Cash Advance <sup>1</sup>	Either <b>3%</b> of the amount of each advance or <b>\$5</b> minimum, whichever is greater.
• Cash Advance ATM	Either <b>4%</b> of the amount of each advance or <b>\$10</b> minimum, whichever is greater.
• Cash Advance	Either <b>4%</b> of the amount of each advance or <b>\$10</b> minimum, whichever is greater.
• Cash Equivalent Advance	Either <b>4%</b> of the amount of each advance or <b>\$20</b> minimum, whichever is greater.
• Overdraft Protection <sup>2</sup>	<b>\$10</b>
• Foreign Transaction	<b>2%</b> of each foreign purchase transaction or foreign ATM advance transaction in U.S. Dollars <b>3%</b> of each foreign purchase transaction or foreign ATM advance transaction in a Foreign Currency
<b>Penalty Fees</b>	
• Late Payment	Up to <b>\$38</b>
• Returned Payment	Up to <b>\$35</b>
• Overlimit	<b>None</b>

**How We Will Calculate Your Balance:** We use a method called 'average daily balance (including new purchases)'. See this account agreement for more details.

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

The information about the costs of the card described in this application is accurate as of 11/2015. This information may have changed after this date. To find out what may have changed, call us at 1-866-323-3587 (We accept relay calls) or write to us at P.O. Box 6354, Fargo, ND 58125-6354.

<sup>1</sup>Not all products receive Convenience Checks.

<sup>2</sup>Not all products offer Overdraft Protection.

**Notice to New York Residents:** You may contact the New York State Department of Financial Services by telephone at (800)342-3736 or visit its website at [www.dfs.ny.gov](http://www.dfs.ny.gov) for free information on comparative credit card rates, fees and interest-free periods.

**Notice to California Residents:** An applicant, if married, may apply for a separate account.

**Notice to Married Wisconsin Residents:** No provision of any marital property agreement, unilateral statement under section 766.59 of the

Wisconsin statutes or court decree under section 766.70, adversely affects our interest unless we, prior to the time the credit is granted or an open-end credit plan is entered into, are furnished a copy of the agreement, decree or court order, or have actual knowledge of the adverse provision. IF YOU ARE A MARRIED WISCONSIN RESIDENT, CREDIT EXTENDED UNDER THIS ACCOUNT WILL BE INCURRED IN THE INTEREST OF YOUR MARRIAGE OR FAMILY.

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

#### **IMPORTANT TERMS AND APPLICATION AGREEMENT**

By submitting this application, you understand and agree that Elan Financial Services (“we,” “us” or “our”), as the creditor and issuer of your Account, will rely on the information provided here in making this credit decision, and you certify that such information is accurate and complete to the best of your knowledge. If we open an Account based on this Application, you will be individually liable (or, for joint Accounts, individually and jointly liable) for all authorized charges and for all fees referred to in the most recent Cardmember Agreement, which may be amended from time to time. We may request consumer credit reports about you for evaluating this Application and in the future for reviewing Account credit limits, for Account renewal, for servicing and collection purposes and for other legitimate purposes associated with your Account. Upon your request, we will inform you if a consumer report was requested and, if it was, provide you with the name and address of the consumer reporting agency that furnished the report. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications—including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system—from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. By signing above, you also agree that we may verify your employment, income, address and all other information provided with other creditors, credit reporting agencies, employers, third parties and through records maintained by federal and state agencies (including state motor vehicle departments) and waive any rights of confidentiality you may have in that information under applicable law. You agree that, in order to open and administer the Account that may be established as a result of this Application, we and the correspondent financial institution that solicited this Application may share certain information about you and your ongoing Account activity. By submitting this application, you certify that you read and understood the disclosures here and you agree to the terms of this Application.

**Rewards Program Rules:** You will earn 1 Reward Point (“Point”) for each dollar of Net Purchases charged to your Account during each billing cycle. You will also earn 1 additional Point (for a total of 2 Points) for each dollar of Net Purchases charged to your Account during each billing cycle at merchant locations that are classified in the merchant category code of supermarket. The number of additional Points earned on supermarket Purchases is unlimited. In addition, you will earn 2 additional Points (for a total of 3 Points) for each dollar of Net Purchases charged to your Account during each billing cycle at merchant locations that are classified in any of the following merchant category codes: automated fuel dispensers and service stations, up to a maximum of \$6,000 spent during each 12 month period commencing on the anniversary date of this Account. Automated fuel dispenser and services stations purchases above \$6,000 (for the remainder of that 12 month period) will earn at a rate of 1 Point for each dollar of Net Purchases charged to your Account during each billing cycle. Merchants are assigned category codes by American Express based on what they primarily sell. A Purchase will not earn additional Points if the merchant’s code is not in an eligible category. We do not determine the category codes that merchants are assigned, but we do reserve the right to determine which Purchases qualify for additional Points. Purchases made through a third-party payment account or on an online marketplace (with multiple retailers) will not earn additional Points. In addition, a Purchase may not earn additional Points if the merchant submits the Purchase using a mobile or wireless card reader or if you use a mobile or digital wallet to make the Purchase. The number of Points that may accumulate in any monthly billing cycle for your Account is unlimited. Complete terms and conditions for the Rewards Program will be provided to cardmembers. Rewards are administered by a third party.

The creditor and issuer of these Cards is Elan Financial Services, pursuant to separate licenses from Visa U.S.A. Inc., MasterCard International Incorporated, and American Express. MasterCard is a registered trademark of MasterCard International Incorporated. American Express is a federally registered service mark of American Express.