

## TCF<sup>®</sup> VISA<sup>®</sup> GIFT CARD

**KEEP THIS DOCUMENT, which has important information about your TCF Visa Gift Card. [www.tcfbank.com/giftcard](http://www.tcfbank.com/giftcard)**

Use your TCF Gift card everywhere Visa debit cards are accepted, including retail stores, online merchants, and for mail and phone orders.

- The Card is a prepaid card (not a credit or ATM card). Spending is limited to the amount of money the purchaser placed on the Card.
- Each time you use the Card the purchase amount is deducted from your Card balance.
- The Card cannot be used at an automated fuel pump. Present the Card to the attendant inside the gas station.
- Register your Card and select a PIN at [www.tcfbank.com/giftcard](http://www.tcfbank.com/giftcard) or by calling the TCF Automated Phone System at 1-866-309-4933. The initial password is the last 6 digits of the Card. Do not store your PIN with your card.
- At some merchant establishments, you have the option to complete a signature or PIN-based transaction. For a signature-based transaction, swipe the Card through the keypad, push "credit," and sign the receipt. For a PIN based transaction, swipe the Card through the keypad, push "debit," and enter your PIN.

- Restaurants often authorize an additional amount of 20% for gratuity to your card. The actual charge to your Card will be the price of the meal plus the gratuity you add.
- Merchants cannot tell how much money is on the Card, know your card balance before making a purchase.
- Keep a record of your TCF Gift Card number in a safe place separate from the Card. If the Card is lost or stolen, you will need to have the Card number to request a replacement card.

For Customer Service Call 1-866-309-4933

Write card number here:

Keep this information separate from card.

### **TERMS AND CONDITIONS FOR THE TCF VISA GIFT CARD (the "Card")**

These are the TCF Visa Gift Card Terms and Conditions ("Terms and Conditions"). Sign your Card immediately. For use with Internet, phone, or mail order purchases, register the card first at [www.tcfbank.com/giftcard](http://www.tcfbank.com/giftcard) or by calling 1-866-309-4933. By purchasing, accepting, using, and/or allowing someone else to use the Card, you agree to the terms and fees of these Terms and Conditions. In these Terms and Conditions, the TCF Visa Gift Card (the "Card") means the gift card issued by TCF National Bank ("TCF"). "You" and "your" mean both (a) the person to whom TCF issues the Card, and (b) the person(s) receiving or using the Card. "We," "us," and "our" mean TCF National Bank, our successors, affiliates or assigns.

**You have the right to cancel your Card and these Terms and Conditions within 15 days after you receive your Card by calling us within the 15 day period. If you cancel within that time, TCF will refund the amount available in your account and the card purchase fee. This right is in addition to your other cancellation rights in these Terms and Conditions.**

**ARBITRATION. These Terms and Conditions include an Arbitration Agreement (including a class action waiver). You have the right to reject the arbitration agreement. Carefully read the Section called "Arbitration of Disputes" for more information.**

The Card is a prepaid card access device. No Card may be issued with an initial balance, or stored value, of greater than \$500 or less than \$25. You agree that the amount available on the Card is limited to the prepaid U.S. Dollar amount associated with the Card at the time of purchase. The amount available on the Card will decrease each time you use the Card to make a purchase or you incur a fee. The Card is not a credit card or an ATM card. The value of all cards is held in an aggregated account. There is no separate deposit account established for the Card. No interest is paid to you on the amount of the Card.

#### **SECTION 1. SCHEDULE OF FEES AND CHARGES**

<b>CARD FEES AND SERVICE CHARGES</b>	
Initial Card Purchase	\$4.95
Monthly Inactivity Fee*	\$5.00 per month following 12 consecutive months of inactivity
Card Reissue Fee	\$15.00 (regular mail); \$30.00 (express mail)

\* Activity is defined as any action that results in an increase or decrease of the funds underlying the Card. It does not include the imposition of a fee, a failed transaction, an adjustment due to an error, or a reversal of a prior transaction.

There is a monthly inactivity fee for the Card and other fees relating to the use of the Card. The monthly inactivity fee is applied after 12 consecutive calendar months of inactivity. No more than one inactivity fee will be charged in a calendar month. All fees will be deducted from the Card balance.

#### **SECTION 2. LOST CARD OR UNAUTHORIZED TRANSFERS**

Tell us AT ONCE if the Card has been lost or stolen or if someone is using the Card without authorization. If you believe the Card has been lost or stolen, call toll free at 1-866-309-4933, 24 hours a day, 7 days a week, or write to us at: Cardholder Services, P.O. Box 262117, Highlands Ranch, Colorado, 90163-2117. You must provide the Card number and other information to verify your identity when you contact us. You can also visit us online at [www.tcfbank.com/giftcard](http://www.tcfbank.com/giftcard).

If you tell us within 2 Business Days after you discover the loss or theft of the Card, you will not be liable for any losses resulting from the use of the Card without your permission. Business Days are Monday through Friday. If you do not tell us within 2 Business Days after learning of the loss or theft, you may be liable for as much as \$500. You will be charged a card reissue fee (shown in Section 1) to reissue the Card.

#### **SECTION 3. TYPES OF AVAILABLE TRANSFERS AND LIMITS**

**Card Access.** Provided your Card balance is sufficient, you may use the Card to pay for purchases at retail establishments that have agreed to accept the Card and are equipped with a point-of-sale device that can process Visa debit transactions. When making a purchase, the value on the Card will be reduced by the amount of the purchase. If a merchant attempts to submit a transaction on the Card for an amount that is greater than the current Card balance, the transaction may not be approved. You cannot add value to the Card.

**Purchases.** Contact us at the website or phone number shown in Section 2 above or on the back of the Card to receive a PIN. Some merchants may give you the option, or require you, to enter a PIN to complete a transaction. Other merchants may not require you to enter your PIN, in which case the transaction will be signature-based. For example, a merchant may ask if you want the transaction to be "debit" or "credit." If you select the "credit" payment option, you will sign a receipt. If you select the "debit" payment option, you will enter your PIN. You do not need to use a PIN to conduct a credit transaction authorized by a signature. The PIN cannot be used to obtain cash access at ATMs or from merchants. You should not disclose your PIN to anyone. If the security of your PIN is compromised, you should contact us immediately.

**Foreign Currency Transactions.** If you make a purchase in a currency other than U.S. dollars using the Card, Visa converts the transaction amount into U.S. dollar currency. The U.S. dollar billing currency used for processing is: (a) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date. This rate may vary from the rate Visa itself receives; or (b) the government-mandated rate in effect for the applicable central processing date. Visa uses a rate in effect one day before the processing date. So, the rate that Visa uses may be different from the one that would have been used on the date of the transaction, or on the date the transaction is posted against the Card balance.

#### **SECTION 4. USING THE CARD**

**Authorized Use.** Your use of the Card to purchase goods or services from merchants constitutes a simultaneous demand against and withdrawal from the Card balance, which is the remaining value stored on the Card. You do not have the right to stop payment on any transaction. You are responsible for all authorized transactions initiated by the use of the Card. If you permit someone else to use the Card, we will treat this as if you have authorized this person to use the Card and you will be responsible for any transactions made by the person with the Card, even if you do not have actual knowledge of the transactions.

**Merchant Disputes.** If you have a problem with a purchase you made with the Card, or if you have a dispute with the merchant, you must deal directly with the merchant involved. If you are entitled to a

refund for any reason relating to a Card transaction, you agree to accept the refund under the policy of that specific merchant.

**Point-of-Sale Verification.** Certain merchants (such as hotels, car rental companies, gas stations, or restaurants) may initiate electronic notices seeking validation of the Card or approval of the anticipated purchase amount or both. The anticipated purchase amount in the merchant's notice may exceed the actual amount of the purchase. We may place a hold against the Card balance for the anticipated purchase amount. This hold may remain in effect up to the time the transaction is submitted to us for payment.

**Internet, Phone and Mail Order.** Internet and mail order purchases may require that TCF have the name and address of the Card owner on file. If you wish to make Internet or mail order purchases, you must first register the Card by visiting our website or by calling us at the phone number shown in Section 2 above or on the back of the Card.

**Usage Limitations.** You may not make pre-authorized regular payments through the use of the Card. The Card cannot be used to pay for automated fuel purchases (pay-at-the-pump). However, you may use it inside the station or store if the merchant accepts the Card. You may not use the Card for any unlawful purposes. We may decline authorization for any illegal transactions or internet gambling transactions. The Card cannot be used to access cash through ATMs, banks, or any other cash advance. You may not resell the Card.

#### **SECTION 5. SPLIT PAYMENTS AND TRANSACTIONS EXCEEDING BALANCE**

If you use the Card to make a transaction that costs more than your Card balance. You should tell the merchant before completing the transaction if your Card cannot cover the full amount of the transaction. If the merchant checks your remaining balance and accepts payment from your Card even though there is not enough for the transaction, the merchant will expect the rest of the payment by whatever means it accepts, such as cash or credit. If the merchant does not check your remaining balance but allows the transaction to go through without requiring payment for the excess amount from cash or credit, you will pay TCF on demand for the overdraft amount, plus any fees you owe. We may deduct the overdraft amount and any other fees from any other card or account you have with us.

#### **SECTION 6. DISCLOSURE OF INFORMATION TO THIRD PARTIES**

We disclose information to third parties about the Card or the transactions that you make in any or all of these instances: (a) when it is necessary to complete the transaction; (b) to verify the existence and condition of the Card; (c) to use services of affiliates and other third parties who assist us in providing the Card and related services; (d) to comply with government agency or court orders or as required by law or in connection with examinations by banking authorities; (e) for analytical purposes; (f) if we conclude that disclosure is necessary to protect your or our interests; (g) if you owe us money and we have to notify our agents or other third parties involved in collection, adjustments, settlement, or reporting; (h) in connection with legal proceedings relating to the Card; (i) to protect against potential fraud or other crimes; or (j) if you give us your permission; or (k) when otherwise permitted or required by law. We may report information about you and your Card to the Visa Prepaid Clearinghouse Service. You may contact Visa's Customer Service Department at 5005 Rockside Road, Suite 600-27, Independence, OH 44131, or Phone (844) 263-2111.

#### **SECTION 7. LIMITATION ON LIABILITY**

We will not be liable: (a) if through no fault of ours, you do not have enough money on the Card to cover a transaction; or (b) if the terminal or system was not working properly; or (c) if circumstances beyond our control (such as flood or fire) prevent the transaction, despite reasonable precautions that we have taken; or (d) if the merchant authorizes an amount greater than the purchase amount. Also, we are not liable to you in any case for special, punitive, or consequential damages or for any incidental expenses incurred by you, including but not limited to attorney's fees or legal expenses.

#### **SECTION 8. ERROR RESOLUTION PROCEDURES**

In case of errors or questions about transactions arising from the use of Card: contact us at the website, phone number, or address listed in Section 2 above or on the back of the Card as soon as you can. We must hear from you no later than 60 days after the date of the transaction in question and you must provide the following information:

- Your name and Card number;
- A description of the error or the transfer you are unsure about, and an explanation as to why you believe it is an error or why you need more information; and
- The dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint or question in writing within 10 Business Days. In most cases, we will complete our investigation within an additional 30 days. If we can validate your claim, we will credit the Card for the amount of the unauthorized purchase(s) or erroneous transaction once the investigation is completed. A written explanation will be sent to you within 3 Business Days after the investigation of the alleged error has been completed. You may ask for copies of documents that we use in our investigation.

#### **SECTION 9. CLOSURE, EXPIRATION, OR REVOCATION OF CARD**

**Closure.** You may close the Card and receive the remaining Card balance. To do so, you must first register the Card by visiting our website or by calling us at the phone number shown in Section 2 above or on the back of the Card. After you have registered the Card, you may then cash out the Card by visiting any TCF branch.

**Expiration.** The funds underlying the Card do not expire. While the underlying funds on the Card do not expire, the Card may not be used for purchases after the Good Thru Date on the front of the Card or after the value on the Card reaches zero. Any attempted transactions after the Good Thru Date will be declined. We encourage you to use the entire Card amount before expiration. If there is any balance on the Card after the Good Thru Date, and before we escheat the balance according to applicable state laws, we will, at your request, give you the remaining value of the Card. To request the remaining value, you must first register the Card by visiting our website or by calling us at the phone number shown in Section 2 above or on the back of the Card. After you have registered the Card, you may then obtain the remaining value by visiting any TCF branch. Cards cannot be reissued once they have expired. If you do not request the remaining value on the Card, and the remaining value is unclaimed by you for a period specified under applicable state law, we may be required to pay the remaining value of the Card to the state. Fees may reduce the remaining value of the Card to \$0

## TERMS AND CONDITIONS FOR THE TCF VISA GIFT CARD (the "Card") CONTINUED

before the Good Thru Date. A monthly inactivity fee will continue to be deducted from the remaining Card value unless you cash out of the remaining value of the Card. It is important that you track the Card balance.

**Revocation.** The Card is our property. We may revoke the card at any time without cause or notice. You must surrender a revoked Card by returning it to us. Once we receive it, we will return any remaining value of the Card to you by check to the address you furnish us.

### SECTION 10. CHANGES IN TERMS AND CONDITIONS

We may change the terms of these Terms and Conditions. We may also change a feature of the Card (including deletion of a feature or addition of a feature). We will not change any fees, or the terms or conditions concerning expiration of the Card or funds, after purchase.

TCF will give you notice of any change in terms or features by sending you notice to your last known address as shown in TCF's records, if any. Changed terms and features will apply to the then-current balance of the Card as well as to any transactions after the date of the change. By using the Card after we send you notice of any change of terms or features, you confirm your agreement to the change. Current terms and conditions will be available at any TCF branch office or online at the website shown in Section 2 above or on the back of the Card.

### SECTION 11. ARBITRATION OF DISPUTES

Contact us if you encounter a problem with any TCF product or service. In most cases, a call to TCF will quickly resolve the problem.

If we are not able to resolve the problem, any Claim you may have relating to your Card will be resolved using the procedure described in this section called "Arbitration of Disputes."

Arbitration is a method of resolving disputes in front of one or more Arbitrators instead of having a trial in court in front of a judge or jury. This Arbitration Agreement governs when and how any disputes between you and TCF will be arbitrated – instead of decided in court – even if you or TCF initially chooses to bring the case in court.

**If you do not want this Arbitration Agreement to apply, you have the right to reject it under the section called "Right to Reject," below.**

**a. Definitions.** The following definitions apply for purposes of this section called "Arbitration of Disputes."

**"Arbitration Agreement"** means this section called "Arbitration of Disputes."

**"Arbitrator"** means a neutral person or persons from the arbitration organization selected under this Arbitration Agreement. In the case of an appeal, "Arbitrator" includes the panel.

**"Claim"** should be construed broadly. Except as limited in this Arbitration Agreement (see below in this section and the section called "Arbitration Election Process"), "Claim" means any claim, dispute, or controversy between you and TCF that arises from or relates to: (i) your use of the card; (ii) these Terms and Conditions or any other agreements between you and us in connection with the Card; (iii) all disclosures given to you in connection with the Card; (iv) the events leading up to your purchase of the Card, including sales practices, advertisements, disclosures, promotions, or oral or written statements.

Despite the forgoing, the term "Claim" does not include any dispute, or controversy over the validity or enforceability of this Arbitration Agreement or any part of it, including (but not limited to): (i) the Class Action and Consolidation Waiver; (ii) the last sentence in the section called "Severability"; or (iii) this paragraph. All such claims, disputes, and controversies are for a court and not an arbitrator to decide. Any claim, dispute, or controversy over the validity or enforceability of these terms is for the arbitrator, and not a court, to decide.

Claims may be based on: (i) contract law; (ii) tort law (a "tort" is an injury or wrong, not based on contract law, for which the law provides a legal remedy, such as personal injury, negligence, misrepresentation, or fraud); (iii) equity; (iv) previous court decisions on a subject, known as "case law" or "common law"; (v) federal or state constitution, statute, regulation, rule, or municipal ordinance; or (vi) any other theory.

**"Class Action and Consolidation Waiver"** is the waiver provided for in the section called "Class Action and Consolidation Waiver."

**b. Binding Arbitration.** Binding arbitration means that you and TCF must follow the arbitration process and rules and must do whatever the Arbitrator decides to resolve the Claim. A Claim cannot be arbitrated after the statute of limitations for the Claim has expired. The "statute of limitations" is the time period allowed by law for initiating a lawsuit or other court action."

The Arbitrator may award injunctive, equitable and declaratory relief if permitted by applicable law. The Arbitrator may do so only: (1) in favor of the individual party seeking relief; and (2) to the extent necessary to provide relief warranted by the individual Claim.

You or we may apply to a court to enter a judgment based on the decision of the Arbitrator. A right of appeal exists to the extent permitted in the Federal Arbitration Act.

**c. Right to Appeal Arbitrator's Award.** You or TCF may appeal an Arbitrator's award to a panel of three Arbitrators if the Claim results or may result in: (1) an award exceeding \$100,000; or (2) equitable relief costing a party more than \$100,000. The panel will reconsider anew any aspect of the award requested by the appealing party. The decision of the panel must be made by at least a majority of its members.

The Arbitrator's award will be final and binding on all parties, except for any right of appeal provided by the Federal Arbitration Act. However, if the amount in controversy exceeds \$50,000, you or TCF can, within 14 days after the entry of the Arbitrator's award, appeal the award to a three-arbitrator panel. The panel will consider anew any aspect of the initial award requested by the appealing party. The appeal will be governed by the rules of the arbitration organization. If the arbitration organization has no rules that govern appeals, the appeal will be governed by the JAMS Optional Appeal Procedure. Any final decision of the appeal panel is subject to court review only as provided under the Federal Arbitration Act.

**d. Arbitration Election Process.** You or TCF may choose to settle any Claim by binding arbitration by giving written notice demanding arbitration to the other party. The notice may, but does not have to, consist of a pleading filed in court demanding arbitration.

If you or TCF files a court action concerning a Claim, doing so does not waive your right or our right to arbitrate any other Claim. For example, if we started an action against you in court (and you did not request arbitration), that action and any defenses you raise would be heard by the court. If you filed a counterclaim against us in that action and the counterclaim was covered by this Arbitration Agreement, we or you could demand arbitration of the counterclaim.

Despite the broad definition of a "Claim" set forth above, you and TCF do not have to arbitrate any use of non-judicial remedies or any individual action you bring in a small claims court or your state's equivalent court, unless the action is transferred, removed, or appealed to a different court.

The party initiating an arbitration proceeding will have the right to select one of the following arbitration organizations:

- i. American Arbitration Association, 13455 Noel Road, Suite 1750, Dallas, TX 75240, 1-800-426-8792, [www.adr.org](http://www.adr.org)
- ii. JAMS, 71 South Wacker Drive, Suite 3090, Chicago, IL 60606, 1-800-352-5267, [www.jamsadr.com](http://www.jamsadr.com)
- iii. National Arbitration and Mediation, 990 Steward Avenue, 1st Floor, Garden City, NY 11530, 1-800-358-2550, [www.namadr.com](http://www.namadr.com)

If you or TCF files a lawsuit in court asserting a Claim that is covered by this arbitration agreement, and the other party files a motion to compel arbitration with the court which is granted, the party

asserting the Claim must start the arbitration proceeding.

Any arbitration hearing will take place at a location reasonably convenient to you.

**e. Arbitration Rules.** Arbitration will be conducted under the rules that the arbitration organization you or we select uses when the arbitration is filed.

The arbitration organization must apply the following procedure when selecting an arbitrator in those cases when a single arbitrator will be used. First, the arbitration organization must send to you and us an identical list with the names of at least three proposed arbitrators. Within 14 days after receiving the list, each party may: (i) advise the arbitration organization that all of the names are acceptable; or (ii) strike one of the names if the list contains three proposed arbitrators, and then number the remaining names in order of preference; or (iii) strike two of the names if the list contains more than three proposed arbitrators, and then number the remaining names in order of preference.

The arbitration organization must then select the arbitrator from among the names not struck and, when possible, based on the order of preference the parties have indicated. If a party does not return the list within the time specified, all proposed arbitrators on the list will be considered acceptable to that party. The procedure in this section does not waive a party's right to object to the selected arbitrator under the arbitration organization's rules.

If there is a conflict between the arbitration organization's rules and this Arbitration Agreement, this Arbitration Agreement controls. If there is a conflict between this Arbitration Agreement and the substantive law that applies, the substantive law controls.

An arbitration organization is disqualified if it has a formal or informal rule or policy that is not consistent with and claims to override the terms of the Class Action and Consolidation Waiver. If it is disqualified, the arbitration organization may not conduct the arbitration unless you and we agree. If you and we do not agree, then a different arbitration organization must be selected.

**f. Arbitration Costs.** At your written request, we will pay all filing, hearing, and other fees the arbitration organization charges you incur for any Claim you assert in arbitration after you have paid an equivalent amount (if any) for filing the Claim in state or federal court. If you have already paid a fee for filing the Claim in court, you will not have to pay that amount again. We will also pay all fees the arbitration organization charges: (i) if, and to the extent, applicable law requires; or (ii) if, and to the extent, required for us to enforce this Arbitration Agreement. We will also pay any fees you incur for applying to the court to appoint an arbitration organization under the section called "Arbitration Election Process" if you are required to file a separate lawsuit to obtain such an appointment.

Each party must pay for its own attorneys, experts, and witnesses used in the arbitration. However, we will pay your reasonable costs for attorneys, experts, and witnesses if: (i) the arbitration results in an award in your favor; (ii) the arbitration rules or the law requires us to pay these costs; or (iii) the law requires us to pay these costs in order to enforce this Arbitration Agreement.

You will not be required to reimburse us for any amounts that we pay to the arbitration organization, the Arbitrator, or to attorneys, experts, or witnesses. Despite anything to the contrary in this Arbitration Agreement, we will, under all circumstances, pay: (1) any fees or expenses that the law requires us to pay; and (2) any fees and expenses we must bear for this Arbitration Agreement to be enforced.

**g. Law and Findings.** This Arbitration Agreement is made in connection with a transaction involving interstate commerce and will be governed by the Federal Arbitration Act. It will not be governed by federal or state rules of civil procedure or evidence, or any other state arbitration laws. The Arbitrator must, consistent with the Federal Arbitration Act, apply the law that a court would apply to decide the final outcome of a dispute and the time period the law allows for initiating a lawsuit or other court action.

The Arbitrator is also authorized and given the power to award all remedies that would apply if the action were brought in court. At your request or our request, the Arbitrator will provide written and reasoned determination of the facts and the legal consequences from the facts.

**h. Class Action and Consolidation Waiver.** If you or we choose to arbitrate a Claim, you and we give up the right to have any Claim arbitrated or litigated as a class action or a private attorney general action. Arbitration under this Arbitration Agreement is limited to your or our individual Claims only. If arbitration is elected, neither you nor we have the right to:

i. Participate in a class action in a court or in arbitration, either as a class representative or a class member;

ii. Act as a private attorney general in court or in arbitration;

iii. Join or consolidate Claims with claims of any other person; or

iv. Obtain any relief that applies to any person or entity other than you or us individually.

**The Arbitrator will be authorized and empowered to conduct only an individual (non-class) arbitration.**

**In this section, a "class action" is where a person brings a legal proceeding on behalf of a group of people who have similar claims. A "private attorney general action" is where a person brings a legal proceeding to enforce a law that the attorney general of the state has the authority to enforce.**

**The Class Action and Consolidation Waiver does not apply to any lawsuit filed against TCF in court by a state or federal government agency. This means that TCF will not have the right to compel arbitration of any Claim brought by such an agency.**

**i. Survival.** This Arbitration Agreement will continue in full force and effect after:

i. Any modification, extension, or waiver of these terms and conditions;

ii. The expiration of your Card;

iii. Any legal proceeding by TCF to collect a debt you owe; and

iv. Your bankruptcy (except where prohibited by bankruptcy law).

**j. Severability.** If any part of this Arbitration Agreement (other than the Class Action and Consolidation Waiver) cannot be enforced, the rest of this Arbitration Agreement will continue to apply. If: (1) the Class Action and Consolidation Waiver is determined to be invalid or unenforceable in a proceeding; (2) you and we are both involved in the proceeding; and (3) the determination is upheld on appeal (if we appeal), then this entire Arbitration Agreement (except for this sentence) will be null and void with respect to that proceeding only.

**k. Right to Reject.** If you do not want this Arbitration Agreement to apply, you can reject it by mailing a written rejection notice to us at: TCF National Bank, Attn Arbitration Rejection, Mail Code EX-01-A, 1405 Xenium Lane North, Plymouth, MN 55441. The written rejection notice must list your name and Card number. We must receive the rejection notice within 30 days of the Card purchase. If you reject this Arbitration Agreement, that will not affect any other provision of these Terms and Conditions of your Card. If you do not reject this Arbitration Agreement, it will be effective as of the date the Card was purchased.

### SECTION 13. GOVERNING LAW

TCF is a national bank with its main office in South Dakota. These Terms and Conditions and all disputes relating in any way to your Card will be governed by: (1) federal law (including the National Bank Act and regulations adopted by the Comptroller of the Currency); and (2) to the extent state law applies and is not preempted, the substantive and procedural law (but not the conflict of law rules) of the State of South Dakota.