

CONSUMER
PLATINUM

W006



CONTACT US:

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ATLANTA, GA 31139-0847
1-800-854-7642
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rev. 12/2018

**Cardholder
Agreement**
and Privacy Policy



M-901010

Cardholder Agreement

Effective 4/1/2018 NY RESIDENTS: RETAIL INSTALMENT
CREDIT AGREEMENT

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To limit our sharing:

Call us at **800.982.4511**—our menu will prompt you through your options.

Please note: If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we can continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

Questions? Call us at **800.982.4511**
or go to www.fabandc.com

2. YOUR ACCOUNT AND AGREEMENT. This Cardholder Agreement ("Agreement"), the "Summary of Credit Terms" provided ("Credit Terms"), and the application you signed or otherwise submitted (collectively, the "Cardholder Documents") govern the use of your credit card ("Card") account (your "Account"). In this Agreement and in your monthly Periodic Statement, the words "you" and "your" refer to all persons who applied and were approved for the Account. The words "we," "us," and "our" refer to First Arkansas Bank & Trust or its assigns. Your Credit Terms and application are part of and incorporated into this Agreement. Your signature (including any electronic or digital signature) on your Card, on any application, on any accepted sales slip, or on any other document you sign in connection with the use of your Card or your Account is part of and incorporated into this Agreement. Please read and keep the Cardholder Documents for your records. Subject to applicable law, this Agreement may be changed at any time beginning twelve (12) months after Account opening in accordance with the "CHANGING TERMS" Section of this Agreement. This Agreement also includes an Agreement to Arbitrate with a right to reject arbitration. See "ARBITRATION AGREEMENT" below. The effective date of this Agreement ("Effective Date") will be the earlier of (i) the date that we approve your application or (ii) the first date that we extend credit for a transaction by which you or someone authorized by you uses the account (in N.Y. the first date that we extend credit for a transaction by which you or someone authorized by you signs a sales slip or memorandum).

3. ADDRESSES. Your full name, address, and signature are considered part of this Agreement. For purposes of this Agreement, you agree and represent that you live at the address shown on your application or from time to time designated by you for the receipt of billing statements. You agree promptly to notify us of any change in your address or any other contact information you provided us on your application or otherwise. Our address is Card Assets, P.O. Box 723847 Atlanta, GA 31139-0847.

4. USING YOUR ACCOUNT. When we approve your application and accept your request to open an Account, we will send you one or more Cards which you can use to access your Account. You can also access your Account by using checks ("Convenience Checks") that we may send you in response to your request. If your Account is a joint Account, each of you may use the credit we provide to you under your Account. Please sign the back of the Card immediately upon receipt. You may not use your Card for any transaction considered illegal under applicable law.

5. YOUR OBLIGATION TO PAY. You agree to be bound by this Agreement. You promise to pay all amounts owed to us under the terms of this Agreement as amended from time to time. If your Account is a joint Account, all of you are bound by this Agreement and each of you jointly and individually promises to pay all amounts owed to us because of Balance Transfers, Purchases or Cash Advances made by a joint Account holder. If you or your joint Account holder permits another person to use your Account, you promise to pay amounts owed to us because of Balance Transfers, Purchases or Cash Advances made by that person. You must pay for Balance Transfers, Purchases or Cash Advances made by that person whether or not that person exceeded your permission and whether or not you told us that the person was using your Account. If you request that a second card be issued to an authorized user, the authorized user will not be considered a joint obligor and your Account will not be considered a joint Account. If you allow such a second (authorized user) cardholder to use your Account, you will be liable for all their transactions on the Account.

6. YOUR CREDIT LIMIT. We will grant you credit, up to a maximum amount (your "Credit Limit"), for Balance Transfer, Purchases or Cash Advances obtained by using your Card. We will charge the Balance Transfer, Purchase or Cash Advances to your Account. You may not use your Account for a Balance Transfer, Purchase or Cash Advance if your total unpaid balance of Balance Transfers, Purchases, Cash Advances, Interest, and Fees (listed herein) will exceed your Credit Limit. We may demand immediate payment of any amount in excess of your Credit Limit. We print your Credit Limit on the card carrier.

we send with your card and on your Periodic Statement. Unless we inform you otherwise, your Cash Advance credit limit will be up to 25% of your total Credit Limit.

7. YOUR ACCOUNT STATEMENT. We will send you a Periodic Statement for each monthly billing cycle (i) in which the balance of your Account (including unpaid Balance Transfers, Purchases, Cash Advances, Interest, and Fees) on the last day of that cycle (the “New Balance”) is more than \$1 (debit or credit), (ii) in which we impose Interest, (iii) in which we impose a Fee, (iv) in which there is any other activity on your Account, or (v) as otherwise required by applicable law. The Periodic Statement shows: (i) the unpaid balance of your Account at the beginning of the cycle, (ii) your payments or other credits to your Account during the cycle, (iii) your Balance Transfers, Purchases, Cash Advances, Interest, Fees, and all other debits to your Account during the cycle, (iv) the New Balance, (v) the minimum payment you must make (the “Minimum Payment Due”) and the date that it is due (the “Payment Due Date”); and (vi) your Credit Limit. We will send the Periodic Statement to the address specified on the application or designated from time to time by anyone of you. Each of you appoints the other as his or her agent to designate the address to which the Periodic Statements and any other notices may be sent by us.

8. INTEREST. Interest will be assessed on your Account for each type of balance on your Account. The types of balances you may have include Balance Transfers, Purchases, and Cash Advances. We may from time to time offer special terms which may result in additional types of balances. Finance Charges for each type of balance will be calculated by multiplying the appropriate Daily Periodic Rate of Interest for the type of balance (see paragraphs 9.B and 9.C herein) by the appropriate Average Daily Balance for the type of balance (see paragraph 10 herein) and adding any appropriate Cash Advance fee or Balance Transfer fee (see paragraphs 10.A and 10.C herein).

9. PERIODIC RATE OF INTEREST. We calculate a Daily Balance for your Account. We may maintain separate balances for your Purchases and special promotional Purchase balances (each a “Balance Type”) and calculate a Daily Balance for each. To determine the Daily Balance for a Balance Type, each day we take the beginning balance for the Balance Type, add any new charges included in that Balance Type, and subtract any payments and credits applied to that Balance Type. We then multiply the resulting balance by the applicable Daily Periodic Rate. The resulting daily Interest Charge is included in the beginning balance of that Balance Type for the next day. Purchases are included in the Daily Balance as of the later of the transaction date or the first day of the billing period in which the Purchase is posted to the Account. We figure the Interest Charge on your account for each Balance Type by multiplying your Daily Balance of each Balance Type by the applicable Daily Periodic rate for each day in the billing cycle. At the end of the billing period, we will add up the daily Interest Charges on all Balance Types for each day in the billing period to get the total Interest charge for the billing period. Introductory rates, if any, and their duration are also set forth in the provided Credit Terms. Penalty rates, if any, are also set forth on the Credit Terms.

A. INTRODUCTORY RATE. If there is an introductory rate set forth on the Credit Terms provided, then for the number of billing cycles set forth in the Credit Terms from the date your Account is opened (“Introductory Period”), the APR for Balance Transfers (“Balance Transfer Rate”), the APR for Purchases (“Purchase Rate”) and the APR for Cash Advances (“Cash Advance Rate”) will be fixed at the rate set forth in the Credit Terms (“Introductory Rate”). Upon expiration of any Introductory Period, your rate will increase to the Balance Transfer Rate, Purchase Rate, Cash Advance Rate, or, if triggered, the Penalty Rate as set forth in the Credit Terms provided and described herein.

B. VARIABLE RATE. If your Account is a variable rate account as indicated on the Credit Terms provided, then the Balance Transfer Rate, Purchase Rate, Cash Advance Rate and Penalty Rate on your Account may vary from month to month. The Balance Transfer Rate, Purchase Rate, Cash Advance Rate and Penalty Rate will vary based on the Prime Rate (as defined herein) plus a stated percentage rate (“Margin”). The “Prime Rate” is the highest US rate listed in the “Money Rates” section of The Wall Street Journal on

Definitions

Affiliates Companies related by common ownership or control. They can be financial and non-financial companies. **First Arkansas Bank & Trust (FAB&T) does not have any affiliates.**

Non-affiliates Companies not related by common ownership or control. They can be financial and non-financial companies. **FAB&T does not share information with non-affiliates.**

Joint marketing A formal agreement between non-affiliated financial companies that together market financial products or services to you. Our joint marketing partners include financial institutions with which you may have an existing relationship.

Other important information

Our Online Banking service utilizes a comprehensive security strategy to protect your accounts and transactions conducted. Your use of the service requires acceptance of an encrypted cookie, which is removed when the browser is closed.

Reasons we can share your personal information	Does FAB&T share?	Can you limit this sharing?
For our everyday/business purposes— Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— To offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday/business purposes— Information about your transactions and experiences	No	We do not share
For our affiliates' everyday/business purposes— Information about your creditworthiness	No	We do not share
For non-affiliates to market to you	No	We do not share

Privacy Policy

FACTS: WHAT DOES FAB&T DO WITH YOUR FINANCIAL INFORMATION?

Why? Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What? The types of personal information we collect and share depend on the product or service you have with us. The information can include:

- Social Security number and income
- Account balances and payment history
- Credit history and credit scores

How? All financial companies need to share customer's personal information to run their everyday business. In this section below, we list the reasons financial companies can share their customer's personal information; the reasons FAB&T chooses to share; and whether you can limit this sharing.

Who We Are

Who is providing this notice? First Arkansas Bank & Trust (FAB&T)

What We Do

How does FAB&T protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does FAB&T collect my personal information?

We collect your personal information, for example, when you:

- Open an account or deposit money
- Pay your bills or apply for a loan
- Use your debit card

We also collect your personal information from others, such as credit bureaus, or other companies.

Why can't I limit all sharing?

- Federal law gives you the right to limit only:
- Sharing for affiliates' everyday business purposes – information about your creditworthiness
 - Affiliates from using your information to market to you
 - Sharing for non-affiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

What happens when I limit sharing for an account I hold jointly with someone else? Your choices will apply to everyone on your account.

the on the 14th day (or the next business day if the 14th is not a business day) of the calendar month preceding the first day of the billing period. If the Prime Rate is no longer published, the Bank may choose a similar, alternative published rate. The Bank will notify you of such a change. Different Margins may apply to Balance Transfers, Purchases, Cash Advances and to the Penalty Rate. As a result, the Balance Transfer Rate, Purchase Rate, Cash Advance Rate and Penalty Rate may differ. The Credit Terms also sets forth the initial Balance Transfer Rate, the initial Purchase Rate and the initial Cash Advance Rate that would apply in the absence of an Introductory Rate. The Margin for Balance Transfers, the Margin for Purchases, the Margin for Cash Advances and the Margin for the Penalty Rate are shown on a separate table accompanying the Credit Terms provided. You agree that, upon notice to you in accordance with paragraph 29 herein, we may increase the Margin for Balance Transfers, Margin for Purchases, Margin for Cash Advances and the Margin for the Penalty Rate. An increase in the Balance Transfer Rate, Purchase Rate, Cash Advance Rate and Penalty Rate may occur if (i) the Prime Rate increases or (ii) if we increase the applicable Margin, but no APR will exceed the maximum rate permitted by applicable law. If the Prime Rate changes during a calendar month, the Balance Transfer Rate, the Purchase Rate, the Cash Advance Rate and the Penalty Rate will change on the first day of the billing cycle beginning in the next calendar month. The new Balance Transfer Rate (and corresponding APR) will apply to new Balance Transfers and to the existing Balance Transfer balance on your Account. The new Purchase Rate (and corresponding APR) will apply to new Purchases and to the existing Purchase balance on your Account. The new Cash Advance Rate (and corresponding APR) will apply to new Cash Advances and to the existing Cash Advance balance on your Account. If your rates increase, the amount of interest and the Minimum Payment Due may increase.

C. PENALTY RATE. Your account meets the Penalty APR criteria as specified in the Credit Terms provided at the end of a billing cycle, the Penalty Rate may apply to the existing balance on your Account and to all new Balance Transfers, Purchases and Cash Advances, as permitted by law. Any Penalty Rate will apply in lieu of the Purchase Rate, Balance Transfer Rate or the Cash Advance Rate described in paragraphs 10.A and 10.C herein. The Penalty Rate as set forth on the accompanying Credit Terms may vary based on the Index Rate plus a stated percentage rate ("Penalty Margin"). If your Account includes a Penalty Rate, the Penalty Rate is shown on the Credit Terms provided or other communication we send to you.

D. MINIMUM INTEREST CHARGE. A minimum interest charge as set forth in the Credit Terms will be assessed in any billing cycle in which the "Balance Subject to Interest Rate" is greater than zero unless your Account is also subject to a Late Payment Fee, as described in paragraph 10.B herein, in the same period.

10. BALANCE SUBJECT TO INTEREST RATE. We will compute interest on your Account by (i) multiplying each of the Average Daily Balances for Balance Transfers, Purchases and Cash Advances (as defined herein) (including current transactions) by the appropriate Monthly Periodic Rate and (ii) adding the products together.

A. BALANCE TRANSFERS. We will figure the interest charge on Balance Transfers by applying the Balance Transfer Rate to the "Average Daily Balance for Balance Transfers" of your Account. To get the Average Daily Balance for Balance Transfers, we take the beginning balance of your Account for Balance Transfers each day, add any new Balance Transfers, and subtract any payments or credits, unpaid finance charges on Balance Transfers or Other Charges. This gives us the daily balance for Balance Transfers. Then we add up all the daily balances for Balance Transfers for the billing period and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance for Balance Transfers. Interest may begin to accrue on the date the Balance Transfer is obtained.

B. PURCHASES. We will figure the interest charge on Purchases by applying the Purchase Rate to the "Average Daily Balance for Purchases" of your Account. To get the Average Daily Balance for Purchases, we take the beginning balance of your Account for Purchases each day, add any new Purchases, and subtract any payments or credits,

unpaid interest on Purchases or Other Charges. This gives us the daily balance for Purchases. Then we add up all the daily balances for Purchases for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance for Purchases. You may have a grace period to repay your balance for Purchases before interest will be imposed (see "Paying Interest" section of your Credit Terms). However, you will only be entitled to the Grace Period if your previous balance is (i) zero, (ii) a credit balance, or (iii) paid in full by the payment due date shown on your Periodic Statement for the previous billing cycle. Otherwise, interest will accrue on Purchases beginning on the date of Purchase.

C. CASH ADVANCES. We will figure the interest on Cash Advances by applying the Cash Advance Rate to the "Average Daily Balance for Cash Advances" of your Account. To get the Average Daily Balance for Cash Advances, we take the beginning balance of your Account for Cash Advances each day, add any new Cash Advances, and subtract any payments or credits, unpaid interest on Cash Advances or Other Charges. This gives us the daily balance for Cash Advances. Then we add up all the daily balances for Cash Advances for the billing period and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance for Cash Advances. There is no grace period within which you can pay back a Cash Advance and avoid interest. For Cash Advances obtained by means of a Convenience Check, interest may begin to accrue on the date the Convenience Check is presented to us or our agent for payment. For all other Cash Advances, interest may begin to accrue on the date the Cash Advance is obtained.

11. FEES

A. MEMBERSHIP or ANNUAL FEES. The amount of the annual membership fee or annual fee, if any, is set forth in the Credit Terms and Fee Schedule provided. You agree to pay any such fee upon the issuance of a Card and annually thereafter. We will impose the annual membership fee or annual fee on your first Periodic Statement and thereafter on the anniversary date of your Account until your Account is terminated or cancelled, whether or not you incur any interest on the Account. The annual membership fee or annual fee is not refundable, except as otherwise required by applicable law.

B. OTHER ADDITIONAL FEES. You agree that we may impose the following additional fees: (i) if we do not receive an amount equal to or greater than your Minimum Payment Due by the Payment Due Date shown on your Periodic Statement, a late payment fee in the amount set forth on the Credit Terms provided; (ii) if a check or other payment instrument you send to us is returned unpaid by your bank or there is insufficient credit available on your Account to cover a check issued by you on your Account, a returned payment check or returned check fee, respectively, in the amount set forth on the Credit Terms provided; (iii) if your Account balance ever exceeds your Credit Limit during a billing cycle, an over limit fee in the amount set forth on the Credit Terms provided (if you have consented to allowing your balance to exceed your credit limit); (iv) a replacement card fee in the amount set forth on the Credit Terms provided; (v) an annual second card fee for an authorized user on your Account in the amount set forth on the Credit Terms provided; (vi) a stop payment fee for each stop payment order or renewal of such an order that you request in the amount set forth on the Credit Terms provided; and (vii) if you request that we send a card to you through an express delivery service, an express delivery fee up to the amount set forth on the Credit Terms provided (the actual amount of such fee, if any, to be disclosed at the time you request service). We may make offers to you from time to time that may include a fee. If we do so and you accept our offer, you agree to pay the accompanying fee.

C. CASH ADVANCE FEE. If you obtain a Cash Advance, we may impose an additional Cash Advance fee in the amount set forth in the Credit Terms and Fee Schedule provided.

D. BALANCE TRANSFER FEE. If you obtain a Balance Transfer, we may impose an additional Balance Transfer fee in the amount set forth in the Credit Terms and Fee Schedule provided.

35. STATE LAW NOTICES:

CALIFORNIA RESIDENTS: Interest is compounded on unpaid finance charges on Purchases and on unpaid finance charges on Cash Advances.

DELAWARE and MARYLAND RESIDENTS: Finance charges will be imposed in amounts or at rates not in excess of those permitted by law on the outstanding balances from month to month.

MARYLAND RESIDENTS: You have the right under Section 12-510 of the Commercial Law Code to receive an answer to a written inquiry concerning the status of your account.

NEW JERSEY RESIDENTS: Because certain provisions of this Agreement are subject to applicable law, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

NEW YORK RESIDENTS: Call the New York State Banking Department at (800) 518-8866 for a comparative list of credit card rates, fees and grace periods.

OHIO RESIDENTS: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

WISCONSIN RESIDENTS: We will not charge you attorneys' fees, court costs, or other collection costs incurred as a result of your default.

MARRIED WISCONSIN RESIDENTS: No provisions of any marital property agreement, unilateral statement under section 766.59 or court decree under section 66.70 will adversely affect the interest of the creditor unless the creditor, prior to the time credit is granted, is furnished a copy of the agreement, statement, or decree or has actual knowledge of the adverse position when the obligation to the creditor is incurred. We are required to ask you to provide the name and address of your spouse.

NOTICE TO THE BUYER

1. DO NOT SIGN THIS CREDIT AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES.

2. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS CREDIT AGREEMENT.

3. YOU MAY AT ANY TIME PAY MORE THAN THE MINIMUM PAYMENT OR YOUR ENTIRE BALANCE IN FULL WITHOUT INCURRING ANY ADDITIONAL CHARGE FOR PREPAYMENT.

NEW YORK RESIDENTS: RETAIL INSTALLMENT CREDIT AGREEMENT

CARDHOLDER: Your signature (including any electronic or digital signature) on any Application or any sales slip or other evidence of indebtedness on your Account represents your signature on this Agreement.

UNLAWFUL INTERNET GAMBLING NOTICE - Restricted transactions as defined in Federal Reserve Regulation CC are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

fees we have previously paid to the Administrator. Each party must bear the expense of that party's attorneys, experts, and witnesses, regardless of who wins the arbitration, except to the extent that applicable law or the Administrator's Rules provide otherwise.

GOVERNING LAW This Agreement involves interstate commerce and this Provision is governed by the Federal Arbitration Act ("FAA"), United States Code, Title 9, Sections 1 and following. The arbitrator must follow (1) the FAA, (2) the substantive law consistent with the FAA, related to any claim, (3) statutes of limitations, and (4) claims of privilege recognized at law. Upon the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award. The arbitrator will determine the rules of procedure and evidence to apply, consistent with the FAA, the Administrator's Rules, and this Provision. The arbitrator shall not apply federal, state, or local rules of procedure and evidence or state or local laws concerning arbitration proceedings.

OBTAINING INFORMATION After an arbitration proceeding has been started, in addition to a party's right to obtain information from the other party under the Administrator's Rules, either party may request the arbitrator in writing to allow that party to obtain more information from the other party. A copy of such request must be provided to the other party. That party will then have the chance to object in writing within 30 days. The objection must be sent to the arbitrator and the other party. The arbitrator will decide the issue, in his or her sole discretion, within 20 days after any objection to providing expanded information is submitted.

EFFECT OF ARBITRATION AWARD Any appropriate court may enter judgment upon the arbitrator's award. The arbitrator's decision will be final and binding, except for any appeal right under the FAA and except for claims involving more than \$100,000. For these large claims, any party may appeal the award to a three-arbitrator panel appointed by the Administrator. That panel will consider all over again any part of the initial award that any party asserts was incorrectly decided. The decision of the panel will be by majority vote and will be final and binding, except for any appeal right under the FAA. Unless applicable law provides otherwise, the fees charged by the Administrator and the arbitrators for such an appeal will be paid by the appealing party, regardless of who wins the appeal. However, we will consider any reasonable written request by you for us to pay such fees. All other provisions of this Provision shall apply to any appeal to a three-arbitrator panel, and any reference in this Provision to a single arbitrator shall apply to the three-arbitrator panel.

CONTINUING EFFECT OF ARBITRATION AWARD This Provision will remain in force no matter what happens to your Account. For example, it will remain in force even if: (1) your credit privileges are ended or put on hold; (2) you close your Account; (3) you repay your entire Account balance; (4) we begin a lawsuit to collect amounts we think you owe; or (5) you become bankrupt or insolvent or a bankruptcy or insolvency proceeding is begun, to the extent consistent with applicable bankruptcy law. If any portion of this Provision cannot be enforced for any reason, the rest of this Provision will continue to apply. In the event of any conflict or inconsistency between this Provision, on the one hand, and the Administrator's Rules or other provisions of this Agreement, on the other hand, this Provision will govern.

CONTACTING ARBITRATION ADMINISTRATORS If you have a question about the arbitration companies who may serve as Administrator, would like to obtain a copy of their arbitration rules or fees schedules, or would like a claim form, you can contact them as follows: American Arbitration Association, 335 Madison Avenue, New York, NY 10017, www.adr.org, request the Arbitration Rules for the Resolution of Consumer-Related Disputes (for claims under \$10,000) or Commercial Arbitration Rules (for all other claims); JAMS, 45 Broadway, 28th floor, New York, NY 10006, www.jamsadr.com, request the Financial Services Arbitration Rules and Procedures.

OPT OUT You may choose to opt out of and not be subject to this Arbitration Provision but only by following the process set forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within forty-five (45) calendar days of the date of this Agreement at the following address, Card Assets, PO Box 723847 Atlanta, GA 31139-0847. Your written notice must include your name, address, social security number, and account number, and a statement that you wish to opt out of this Arbitration Provision. Your notice to opt out will only apply to this particular Agreement with us and not to subsequent or previous agreements.

E. COPY FEE. As permitted by law, we may charge a copy fee for each item that you request (for example, an additional copy of a signed statement, check, sales draft, etc.) in the amount set forth on the Credit Terms provided. We will not charge this fee (or we will reverse it) if your request relates to a billing dispute (provided that you have followed the procedures for billing disputes described in this Agreement and on the reverse of each Periodic Statement).

F. EXPEDITED PAYMENT SERVICE FEE. We may offer various services from time to time that allow you to make expedited payments on your Account over the telephone or through the Internet, for which we may charge a fee. The actual amount of the fee, if any, applicable to telephone or online payment you choose to make will be disclosed to you before you authorize the payment(s) to be made.

G. FOREIGN CURRENCY TRANSACTION FEE. You may make a Purchase or obtain a Cash Advance in (i) a foreign country in US dollars or (ii) involving a foreign currency other than US dollars. If you do, we may impose a Foreign Currency Transaction Fee in the amount set forth in the Credit Terms and Fee Schedule provided.

12. WAIVER OF SECURITY INTEREST. We will neither take nor retain a purchase money security interest in any merchant goods purchased on your Account. We agree that no security interest is or will be retained or acquired under this Agreement in any real property which is used or is expected to be used as your principal dwelling. Further, we hereby waive any and all such security interests that might arise in connection with this Agreement (including mechanics' liens, material men's liens and other similar liens that may arise by operation of the law). This waiver does not apply to a lien created by a court judgment.

13. COLLECTION COSTS. If after your default we refer your Account to an attorney for collection, we may charge you our collection costs, including court costs and reasonable attorneys' fees, when and as permitted by applicable law.

14. YOUR PAYMENTS. Each cycle you must pay the Minimum Payment Due shown on your Periodic Statement by the Payment Due Date. If you wish, you may pay more than the Minimum Payment Due and we will use the excess to reduce your Account balance.

If in a cycle you send us more than the Minimum Payment Due, in the next cycle you must still pay at least the Minimum Payment Due. Your Minimum Payment Due is the greater of: (1) all accrued and unpaid interest charges, plus all accrued and unpaid fees, plus all past due amounts, plus any amount by which your account balance exceeds a credit limit, plus one percent (1%) of the remaining new balance of your account; or (2) \$25.00 (or the entire new balance, if less than \$25.00), or (3) 2.5% of the balance (rounded to the next highest whole dollar amount). Unless we receive your Minimum Payment Due by the Payment Due Date shown on your Periodic Statement, we may charge your Account a late payment fee as specified in paragraph 10.B hereon.

You must make your payment by check, money order, or similar instrument payable in US funds and drawn on a financial institution located in the United States. Mail your payment to the address shown on your Periodic Statement. Your payment will be credited as of the date of receipt by us or if received by the time specified from time to time on your Periodic Statement. Any payments received after this time will be deemed received by us on the next business day. Payments made at any location other than the address shown on your Periodic Statement could be subject to a delay in crediting. With your payment, include your payment coupon, which is a portion of your Periodic Statement. If you do not include your payment coupon, credit to your Account may be delayed. Delayed crediting may cause you to incur a late fee or additional interest. Do not send us cash. You may not use a Convenience Check to pay us. Payments will be applied first to the balance type with the highest APR until that balance type has been paid, and then to the balance type with the next highest APR until that balance type has been paid, and so on until all balance types have been paid. Examples of "balance types" include Balance

Transfer, Purchase and Cash Advance balances. If you send us a payment in an amount that we consider large under the circumstances, we may temporarily limit your available credit to make sure that we will receive the funds. If you have more than one account with us or any of our affiliates and you send us a single payment intended to pay more than one of your accounts, we may apply your payment to the accounts as we choose. If a payment is credited to your Account but is later returned unpaid in a later billing cycle, we will recalculate the payment for the billing cycle in which the payment was originally credited, which may result in the assessment of additional interest and fees.

Receipt of your check will constitute your authorization for us, at our option, to initiate an Automated Clearinghouse (ACH) debit entry to your checking account for the amount of the check as an alternative to the paper-based check clearing system.

You agree not to send us payments marked "paid in full," "without recourse," or with similar language. If you send such a payment, we may accept it without losing any of our rights under this Agreement. **All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount, must be mailed or delivered to Card Assets, P.O. Box 723847 Atlanta, GA 31139-0847. No payment will operate as an accord and satisfaction without the prior written consent of a senior bank officer or Bank representative or authorized agent.**

15. CASH ADVANCES and CASH EQUIVALENT

TRANSACTIONS. You may obtain a Cash Advance by either presenting your Card at a participating bank, or using your Card at a PLUS® or CIRRUS® terminal or other compatible automated teller machine ("ATM") terminal. Your daily Cash Advances may not exceed the least of the local ATM limit (if any), the withdrawal and dollar limits described herein in this paragraph, or your Credit Limit. You may obtain a Cash Advance by using your Card at any PLUS® or CIRRUS® ATM or other compatible ATM provided it is used with your correct Personal Identification Number ("PIN") issued to you. You must comply with the terms and conditions of the ATM network that you use. We may terminate or block your ability to obtain Cash Advances at ATMs if we reasonably believe that there is unusual activity on the Account or if you are in default under this Agreement. Cash Equivalent Transactions include the purchase of travelers checks, money orders, wire transfers, lottery tickets, race track wagers or similar betting transactions, foreign currency purchases and making payments using a third party service.

16. FOREIGN CURRENCY TRANSACTIONS. You may make a Purchase or obtain a Cash Advance in (i) a foreign country in US Dollars or (ii) a currency other than US dollars. If you do, the transaction will be converted into US dollars, generally using either (1) a government mandated rate or (2) a wholesale market exchange rate in effect when the transaction is processed ("Exchange Rate"). The conversion rate they use may differ from the published rate in effect on the day that you made the transaction or it was posted to your Account. You agree to pay us the amount as converted to US dollars. If you later receive a refund for a transaction, the amount of the refund will be converted at the Exchange Rate in effect when the refund is processed, which may be different from the Exchange Rate for the original transaction.

17. AUTHORIZATION OF TRANSACTIONS. We are not responsible (i) if a merchant or financial institution does not honor your Card or (ii) for goods or services you purchase by using your Account, except to the extent required by applicable law. Although you may have credit available, we may be unable to authorize credit for a particular transaction because of operational difficulties or mistakes. The number of transactions you may make in one day may be limited since we may limit the number of authorizations which may be given. We reserve the right to limit the amount and number of transactions we will authorize per day. From time to time, the number or amount of allowable authorizations per day may vary. These restrictions are for security reasons. As a result, we cannot explain the details of how this system works. Neither we nor our agents will be responsible if

that we have acquired (2) any company to which we transfer our rights under this "Agreement"; and (3) all of the employees or other individuals who manage these companies. Finally, if either you or we elect to arbitrate any Claim you bring against us, these terms include any other persons or companies whom you make Claims against in the same proceeding.

"CLAIM" means any dispute between you and us that arises as a result of or has anything at all to do with (1) your Account; (2) the events leading up to your becoming an account holder; (3) this Agreement; (4) any prior credit account or agreement relating to such account; or (5) your relationship with us. This includes disputes relating to any products, insurance, or other services offered to you as an account holder. This includes disputes about whether this Provision is valid or binding or about whether or when it applies. It includes disputes relating to constitutional provisions, statutes, ordinances, regulations, case law, compliance with the Agreement or any agreement related to any prior credit account; and wrongful acts of every type (whether intentional, fraudulent, reckless, or just negligent). It includes requests for money, for orders requiring you or us to take certain actions (which are sometimes referred to as "injunctive relief"), and for any other kind of relief. This Provision applies to Claims that arise prior to, on, or after the effective date of this Provision.

"ADMINISTRATOR" means the American Arbitration Association or JAMS. These companies administer arbitration proceedings. The arbitrator will be selected under the Administrator's Rules. You can select the Administrator if you give us written notice of your selection with your notice that you are electing to arbitrate any Claim or within 20 days after we give you notice that we are electing to arbitrate any Claim. If you do not select the Administrator on time, we will select one. If for any reason the Administrator you or we select is unable or unwilling to serve or continues to serve as Administrator, you will have 20 days to select a different Administrator.

STARTING ARBITRATION. You or we can give written notice of an intention to begin arbitration of a Claim or Claims or to require arbitration of the other party's Claim or Claims. This notice can be given by one party even if the other party has begun a lawsuit. If such a notice is given, any Claim will be resolved by arbitration under this Provision and the Administrator's Rules that are in effect at the time the Claim is filed with the Administrator. The arbitrator must be a lawyer with more than 10 years experience or a retired judge. A copy of the Claim form may be obtained from the Administrator or from us. A party who has asserted a Claim in a lawsuit may still elect arbitration with respect to any Claim that is later asserted in the same lawsuit by any other party. All doubts about whether to arbitrate a Claim shall be resolved in favor of arbitration. We will not elect to arbitrate an individual Claim that you bring against us in "small claims" court. However, we may elect to arbitrate a "small claims" court Claim that is later sent or appealed to any different court.

IMPORTANT LIMITATIONS. IF YOU OR WE ELECT TO ARBITRATE A CLAIM, YOU WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM. ALSO, YOUR ABILITY TO OBTAIN INFORMATION FROM US AND TO APPEAL IS MORE LIMITED IN ARBITRATION THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. THE FEES CHARGED BY THE ADMINISTRATOR MAY BE HIGHER THAN THE FEES CHARGED BY A COURT. THE SAME LIMITATIONS ALSO APPLY TO US. IN ADDITION, IF YOU OR WE ELECT TO ARBITRATE A CLAIM: (1) NEITHER YOU NOR AN ONEEL SEON YOUR BEHALF CAN PURSUE THAT CLAIM IN COURT IN A CLASS OR REPRESENTATIVE ACTION (SUCH AS A PRIVATE ATTORNEY GENERAL ACTION); (2) NEITHER YOU NOR AN ONEEL SEON YOUR BEHALF CAN PURSUE THAT CLAIM IN THE ARBITRATION IN A CLASS-WIDE OR REPRESENTATIVE (SUCH AS A PRIVATE ATTORNEY GENERAL) BASIS; AND (3) CLAIMS BROUGHT BY OR AGAINST ONE ACCOUNT HOLDER (OR JOINT ACCOUNT HOLDERS) MAY NOT BE BROUGHT TOGETHER WITH CLAIMS BROUGHT BY OR AGAINST ANOTHER ACCOUNT HOLDER.

ARBITRATION AND COSTS. Any arbitration hearing that you attend will take place in the federal judicial district where you live. If you cannot afford to pay the fees charged by the Administrator and the arbitrator or if you believe that such fees are too high, we will consider any reasonable written request by you for us to pay the fees. We will pay any fees or expenses we are required to pay by law. You will never be required to pay us any

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 due payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing (or electronically) at: Card Assets, P.O. Box 723847 Atlanta, GA 31139-0847. You may also contact us on the web: www.24-7cardaccess.com. While we investigate, these 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.

31. NO WAIVER BY US. We may choose to delay enforcing or waive any of our rights under this Agreement in certain situations. We can delay enforcing or waive any of our rights without affecting our other rights. If we waive a right, we do not thereby waive the same right in other situations.

32. SEVERABILITY. If any provision of this Agreement is finally determined to be unenforceable under any law, rule, or regulations, all other provisions of this Agreement are still valid and enforceable.

33. ENTIRE AGREEMENT. The Cardholder Documents constitute the entire Agreement between you and us relating to your Account and supersede any other prior or contemporaneous agreement between you and us relating to your Account. Except as otherwise expressly provided, if there is any conflict among these documents, the terms of this Agreement control.

34. ARBITRATION AGREEMENT. (Agreement to Arbitrate). Arbitration is a method of deciding disputes outside the court system. This Arbitration Provision (the "Provision") governs when and how any disputes you and we may have will be arbitrated instead of decided in court.

CERTAIN DEFINITIONS. Certain words used in this Provision have special meanings: **"WE," "US," and "OUR"** means First Arkansas Bank & Trust ("Bank") and our affiliates, successors and assigns and also include: (1) any prior issuer of a credit account

authorization for a particular transaction is not given. If you exceed your Credit Limit, or if your Account is past due, authorization for transactions may be declined.

18. LIABILITY FOR UNAUTHORIZED USE. You may be liable for the unauthorized use of your Card(s) or PIN(s). You agree promptly to notify us if your Card(s) or PIN(s) is/are lost or stolen or if possible unauthorized use of your Card(s) or PIN(s) by calling us at **1-800-854-7642**. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use of your Card(s) or PIN(s) and in any case, your liability for unauthorized use will not exceed \$50 (in any case, you will have no liability for unauthorized use of the Card(s) or PIN(s) prior to the Effective Date). You agree that unauthorized use does not include use by a person to whom you have given authority to use the Account or Card(s) or PIN(s) and that you will be liable for all use by such a person. To limit that authority, you must call us at **1-800-854-7642**.

19. ASSIGNMENT. Your Account, Card(s), this Agreement and your obligations hereunder are not transferable or assignable by you. If we wish, we may transfer or assign this Agreement, your Account, or your Account balance to any other person, with or without advance notice to you.

20. CLOSING YOUR ACCOUNT. You can close your Account to further transactions at any time by calling us or writing us at the telephone number or address shown on your Periodic Statement. Your Account will be closed to further transactions immediately after we receive your notice. We may not honor any Purchase, Balance Transfer, or Cash Advance that we receive after we receive your notice. If you close your Account, you must immediately stop using your Account. **YOU MUST PAY THE ENTIRE BALANCE AMOUNT YOU OWES, INCLUDING AMOUNTS OWED BUT NOT YET BILLED TO YOU.** Until you pay us in full, interest will continue to accrue and we may report the amount you owe us.

We have the right to suspend or close your Account at any time, without advance notice or demand to you (unless otherwise required by applicable law), for any reason we deem appropriate, including if you are in default under this Agreement.

Unless otherwise prohibited by applicable law, we may at our option declare you to be in default under this Agreement if:

- (1) You fail to pay the Minimum Payment Due by the Payment Due Date shown on your Periodic Statement;
- (2) You declare bankruptcy, insolvency, or incompetency;
- (3) There is an attachment, execution, levy, or garnishment against you, your wages, or your property, or such proceedings are commenced against you;
- (4) You provide information to us that is false, misleading or incomplete;
- (5) You exceed your Credit Limit;
- (6) You violate any provision of this Agreement;
- (7) You are in default under any other loan or security agreement you have with us;
- (8) You change your address or residence to, or you live in, a jurisdiction in which we do not, or no longer, offer Cards;
- (9) You change your residence or address to, or you live in, a location outside the United States;
- (10) You fail to pay any amount due to another creditor; or
- (11) We believe in good faith that you may not pay or perform your obligations under this Agreement.

If we close your Account to further transactions, unless otherwise prohibited by law, you must immediately pay the entire amount you owe us, including amounts owed but not yet billed to you. Until you pay us in full, interest will continue to accrue on the amount you owe us.

21. OTHER SERVICES. From time to time, third parties may offer you additional services. These services may include credit card registration, emergency cash service, address change service, and other related services. These services are the sole responsibility of the third parties; we are not liable for these services. You agree to hold us

harmless to the fullest extent possible from any claims resulting from your purchase or use of these services, unless otherwise prohibited by applicable law. If you elect to purchase any of these services, you authorize us to charge the premium fee to your Account.

22. SPECIAL PROGRAMS. From time to time we may offer Special Programs for your Account. The standard provisions of this Agreement (including Interest and Fees) apply to any Special Program unless inconsistent with a particular Special Program offering. If you use your Account in accordance with the terms of a Special Program you acknowledge and agree to the terms of the Special Program offering. No formal modification or amendment of this Agreement will be necessary. The standard provisions of this Agreement will continue to apply to any and all transactions that are not subject to a Special Program.

23. CREDIT REPORTS AND ACCOUNT INFORMATION. You give us permission to request information from you and to make whatever inquiries we consider necessary and appropriate (including requesting a consumer report from consumer credit reporting agencies) in considering your Application and for any lawful purpose, including any updates, renewals or extensions of credit or reviewing or collecting your Account. Upon your request to us at Card Assets, P.O. Box 723847 Atlanta, GA 31139-0847, we will inform you of the name and address of each consumer credit reporting agency from which we obtained a consumer report, if any, relating to you. We may also obtain information about your credit worthiness and employment from others and may furnish information concerning your Account as well as information concerning your consumer credit reporting agencies and to other proper parties. **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.**

24. NOTICE OF INACCURATE INFORMATION. If you believe that we have information about you that is inaccurate or that we have reported or may report to a credit reporting agency information about you that is inaccurate, please notify us of the specific information that you believe is inaccurate by writing to us at Card Assets, P.O. Box 723847 Atlanta, GA 31139-0847.

25. SHARING INFORMATION WITH AFFILIATES AND OTHERS. As permitted by applicable law we may share with third parties information about our experiences or transactions with you. We also may share additional information with companies related to us by common ownership or affiliated with us by corporate control ("affiliates"). All such sharing will be in accordance with our then current Privacy Notice.

26. TELEPHONE MONITORING AND RECORDING: From time to time, we may monitor and/or record telephone calls regarding your Account with us to assure the quality of our service, and you agree to any such monitoring or recording. We treat all customer calls as confidential.

27. COMMUNICATING WITH YOU, CONSENT TO CONTACT BY ELECTRONIC AND OTHER MEANS: You agree that we may contact you as provided in this paragraph. We may contact you for any lawful reason, including for the collection of amounts owed to us and for the offering of products or services in compliance with our Privacy Notice in effect from time to time. No such contact will be deemed unsolicited. We may contact you at any address or telephone number (including wireless cellular telephone or portable landline telephone number) that you may provide to us from time to time. We may use any means of communication, including but not limited to postal mail, electronic mail, telephone or other technology, to reach you. You agree that we may use automatic dialing and announcing devices which may play recorded messages. We may also send text messages to your telephone. You may contact us at any time to ask that we not contact you using any one or more methods or technologies.

28. GOVERNING LAW. This Agreement and your Account are governed by the federal laws of the United States and, to the extent not preempted by federal law, the laws of the State of Arkansas (without regard to its internal principles of conflict of laws), whether or not you live in Arkansas and whether or not you use your Card(s) in Arkansas. This Agreement is entered into between you and us in Arkansas and we extend credit to you from Arkansas. All payments under this agreement are received by the remittance processing center designated by us.

29. CHANGING TERMS. We can change, add to, delete or otherwise modify the terms of this Agreement at anytime, beginning twelve (12) months after Account opening in any way permitted by law. We will send you an notice of change at least 45 days (or as otherwise required by applicable law) before the effective date of the change. We do not have to send you an advance notice of the change if it favors you, such as by reducing Interest rates, or increasing the maximum credit limit. Except in cases where we are changing terms because we have not yet received your Minimum Payment Due within 60 days of the Payment Due Date, you agree that the change may cover all transactions made 15 days after we mail the notice. If you do not agree to the change, a method for rejecting the change and closing the account will be provided in the Change of Terms Notice. You agree that if you use your card after the effective date of the change, this will constitute your agreement to the change.

30. 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.

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: Card Assets, PO Box 723847 Atlanta, GA 31139-0847. You may also contact us on the web at:

www.24-7cardaccess.com

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.