



Cardholder Agreement

**Platinum Mastercard®
Business Card**

**World Mastercard®
Business Card**

**World Elite Mastercard®
Business Card**



Cardholder Agreement

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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 Card Assets, a division of 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 NY, 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 827, Jacksonville, AR 72078-0827.**

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. 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 parties 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 any one of you. Each cardholder 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.A, 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. INTEREST CHARGES AND FEES. We will charge Interest Charges and Fees to your Account as disclosed on your Credit Terms and Fees. The periodic rate used to compute the monthly Interest Charges equal to the APR disclosed in the Credit Terms provided divided by 12. In general, Interest Charges begin to accrue on any unpaid amount from the date of the transaction, date the transaction is processed or the first day of the Billing Cycle. However, we will not charge you interest on any new transactions posted to the purchase Credit Plan of your Account if you pay your "New Balance" in full by the due date on your Statement each month. If you did not pay your "New Balance" in full when due for a Billing Cycle, interest will continue to accrue between the time that we calculate your "New Balance," as reflected on your Statement, and when we receive your payment. This interest will post on your next Statement. That is why if you start accruing Interest Charges, you generally must pay your "New Balance" in full for two consecutive Billing Cycles before Interest Charges stop posting to your Statement. Please note, however, that Interest Charges will begin accruing immediately for any Cash Advances and other transactions that do not post to the purchase Credit Plan. There is no grace period within which you may repay cash advances or balance transfers in order to avoid an Interest Charge.

Any portion of the New Balance appearing on a monthly billing statement (including Cash Advances, Balance Transfers, Purchases, Interest Charge and Other Charges) which is not paid in full and credited to the Account by the "Payment Due Date" shown on that statement becomes part of the "Previous Balance" on your next monthly billing statement.

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 Purchases ("Purchase Rate"), the APR for Balance Transfers ("Balance Transfer 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 Purchase Rate, Balance Transfer Rate, Cash Advance Rate, or, if triggered, the Penalty Rate as set forth in the Credit Terms provided.

B. VARIABLE RATE. If your Account is a variable rate account as indicated on the Credit Terms provided, then the Purchase Rate, Balance Transfer Rate, Cash Advance Rate and Penalty Rate on your Account may vary from month to month. These rates will vary based on the Prime Rate plus a stated percentage rate ("Margin"). The "Prime Rate" is the highest U.S. rate listed in the "Money Rates" section of The Wall Street Journal 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 choice. Different Margins may apply. 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 Purchase, Balance Transfer, and Cash Advance rates that would apply in the absence of an Introductory Rate. An increase in the rates may occur if the Prime Rate increases but no APR will exceed the maximum rate permitted by applicable law. If the Prime Rate changes during a calendar month, the billing rates will change on the first day of the billing cycle beginning in the next calendar month. The new billing rate (and corresponding APR) will apply to new purchases, balance transfers, and cash advances and to the existing purchase, balance transfer balances on your Account. If your rates increase, the amount of Interest and the Minimum Payment Due may increase. We may increase the margins disclosed in accordance with section 29 herein.

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 other billing rates 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 11.B herein, in the same period.

10. BALANCE SUBJECT TO INTEREST CHARGE. Interest charges on Your Account are calculated separately for purchases, balance transfers and cash advances ("Transaction Type"). We figure the interest charge for each Transaction Type by applying the periodic rate to each corresponding "average daily balance." To get the "average daily balance" for a Transaction Type We take the beginning balance for that Transaction Type each day, add any new transactions of that type, and subtract any unpaid interest or other finance charges and any applicable payments or credits. This gives Us the daily balance for each Transaction Type. Then, for each Transaction Type, we add up all the daily balances for the billing cycle and divide each total by the number of days in the billing cycle. This gives Us the "average daily balance" for each Transaction Type.

You may have a grace period to repay your balance for Purchases before Interest will be imposed (see "How to avoid paying Interest on Purchases" 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.

11. FEES.

A. REWARD or ANNUAL FEES. The amount of the annual reward 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 reward 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 reward 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 us allowing you 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 involve 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.

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 single 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 a 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 U.S. dollars or (ii) involving a foreign currency other than U.S. 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. SECURITY INTEREST. You, the Cardholder, as a condition to accepting and the use of the Card(s), hereby grant to Card Assets a purchase money security interest in the following collateral purchased by Cardholder with the Card(s) issued by Card Assets: All goods and software purchased with the Card(s), including but not limited to equipment, machinery, tools, fixtures, parts, supplies, inventory, attachments, and accessories, in addition to all proceeds from the disposition of any of the collateral, including any compensation or payment for the loss or damage to the collateral.

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) 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 11.B herein.

You must make your payment by check, money order, or similar instrument payable in U.S. 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 only if received by the time specified 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. 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 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 827, Jacksonville, AR 72078-0827. 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 U.S. Dollars or (ii) a currency other than U.S. dollars. If you do, the transaction will be converted into U.S. 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 U.S. 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 particular transactions due to Third Party system errors. For security reasons, we reserve the right to limit the amount and number of transactions we will authorize per day. Neither we nor our agents will be responsible if 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 OF 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, stolen or have unauthorized use 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 NY, 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 terminate 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 OWE US, 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 become bankrupt, insolvent, incompetent, or deceased;
- (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 or 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 827, Jacksonville, AR 72078-0827, 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 you to consumer credit reporting agencies. **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, that we have reported or may report to a credit reporting agency, please notify us of the specific information that you believe is inaccurate by writing to us at Card Assets, P.O. Box 827, Jacksonville, AR 72078-0827.

25. SHARING INFORMATION. As permitted by applicable law, we may share with other financial companies for joint marketing. All such sharing will be in accordance with our 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. No such contact will be deemed unsolicited. We may contact you at any address or telephone number (including wireless cellular telephone or ported landline telephone number) that you may provide to us. 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 cellular telephone. You may contact us at any time to ask that we not contact you using any one or more methods of communication.

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 any time, beginning twelve (12) months after Account opening, in any way permitted by law. We will send you a 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, P.O. Box 31112, Tampa, FL 33631-3112. You may also contact us on the web at: www.24-7cardaccess.com. You can telephone us at 1-800-854-7642, but doing so will not preserve your rights.

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 or electronically. 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.

After we finish our investigation, one of two things will happen:

- If an error was made: 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 an error: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

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 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 **in writing [or electronically] at Card Assets, P.O. Box 31112, Tampa, FL 33631-3112**. You may also contact us on the web: www.24-7cardaccess.com.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

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 Card Assets, a division of First Arkansas Bank & Trust ("Bank") and our affiliates, successors and assigns and also include: (1) any prior issuer of a credit account 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 accountholder; (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 accountholder. 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 continue 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 ANYONE ELSE ON 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 ANYONE ELSE ON YOUR BEHALF CAN PURSUE THAT CLAIM IN THE ARBITRATION ON A CLASS-WIDE OR REPRESENTATIVE (SUCH AS A PRIVATE ATTORNEY GENERAL) BASIS; AND (3) CLAIMS BROUGHT BY OR AGAINST ONE ACCOUNTHOLDER (OR JOINT ACCOUNTHOLDERS) MAY NOT BE BROUGHT TOGETHER WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER ACCOUNTHOLDER.

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 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 you or 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 fee 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 day of the date of this Agreement at the following address, Card Assets, P.O. Box 827, Jacksonville, AR 72078-0827. 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.

35. STATE LAW NOTICES:

CALIFORNIA RESIDENTS: Applicants, if married, may apply for separate accounts.

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: New York residents may contact the New York Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods. (800) 342-3736 and www.dfs.ny.gov.

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 INSTALMENT CREDIT AGREEMENT**

CARDHOLDER: Your signature (including any electronic or digital signature) on any Application or on 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 GG 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.

Card Assets
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1-800-854-7642

www.24-7cardaccess.com