

**DEFINITIONS.** In this Agreement, the reference to "We," "Us," "Our" and "Bank" mean FIRST NATIONAL BANK OF FORT SMITH. The words "You" and "Your" mean each person accepting this Agreement. If this is a joint Account, read singular pronouns in the plural. The words "Card" and "Credit Card" mean any Founder's Access or Founder's Reserve Credit Card issued to You by Us and any duplicates or renewals We may issue. The word "Account" means the Founder's Access or Founder's Reserve Credit Card Account established for You under this Agreement. Convenience Checks mean the special Account access devices that We may provide for Your use from time to time.

**PROMISE TO PAY.** You understand that the following terms and conditions constitute Our Agreement with You. You may request advances on Your Account through a variety of means which could include (but may not be limited to) telephonic requests, Convenience Checks, Credit Cards and the like. Regardless of the means by which any advance is made, You promise to pay Us all amounts charged to Your Account by You or by any user who has access to Your Account, with actual, apparent or implied authority for use of Your Account, including Finance Charges and other fees or charges described herein.

Credit Card	Daily Periodic Rate for Purchases	ANNUAL PERCENTAGE RATE for Purchases
Founder's Reserve	_____ %	_____ %
Founder's Access	_____ %	_____ %
Credit Card	Daily Periodic Rate for Balance Transfers	ANNUAL PERCENTAGE RATE for Balance Transfers
Founder's Reserve	_____ %	_____ %
Founder's Access	_____ %	_____ %
Credit Card	Daily Periodic Rate for Cash Advances	ANNUAL PERCENTAGE RATE for Cash Advances
Founder's Reserve	_____ %	_____ %
Founder's Access	_____ %	_____ %

**ADVANCES.** Whenever You request a transaction, We may require You to prove Your identity. Advances made on Your Account will be processed according to the instructions You give Us (such as by wire transfer, direct transfer to Your Bank account or by other such means) and You authorize Us to do this, or We may draw a check made payable to You and mail it to You. When the amount advanced appears on a subsequent statement, that will be conclusive evidence of Your advance request unless You notify Us that You disagree with any such item appearing on Your periodic statement according to the provision of this Agreement titled "Your Billing Rights: Keep this Document for Future Use". Cash advance transactions may not at any time exceed the lesser of: (i) \$510.00 per transaction; (ii) \$1,530.00 per calendar day; and/or (iii) an amount equal to fifty percent (50.00%) of Your approved Credit Limit.

**USE OF YOUR CARD.** You may use Your Card to buy goods and services in any place that it is honored and to get cash advances at participating financial institutions. You agree not to use Your Card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable state and/or federal law.

**CONSENSUAL LIEN ON FUNDS.** You grant and consent to a lien on Your funds with Us (except for IRA and Keogh accounts) and any interest due or to become due to You from Us to the extent You owe on any unpaid Credit Card balance.

**OTHER SECURITY.** Collateral (other than household goods or any dwelling) given as security under this Agreement or for any other loan You may have with Us will secure all amounts You owe Us now and in the future if that status is reflected in the "Truth-in-Lending Disclosure" in any particular Agreement evidencing such debt.

**LINE OF CREDIT LIMITS.** You will be notified of each specific Credit Limit for which You are approved. Unless You are in default, any Credit Limits established for You will generally be self-replenishing as You make payments.

You will keep Your unpaid balance within Your Credit Limit set by Us, and You will pay any amount over Your Credit Limit on Our demand whether or not We authorize the advances which caused You to exceed Your Credit Limit. Even if Your unpaid balance is less than Your Credit Limit, You will have no credit available during any time that any aspect of Your Account is in default.

**JOINT ACCOUNTS.** Each Borrower will be responsible, jointly and severally, for the repayment of any amounts owed. If any Account access device, such as a Personal Identification Number (PIN) is requested and approved, You understand that any such Account access device(s) will be mailed only to the primary Borrower at the address that We have on file for You. We may refuse to follow any instructions which run counter to this provision.

**MINIMUM MONTHLY PAYMENTS (PAYMENT SCHEDULE).** Though You need only pay the Minimum Monthly Payments, You understand that You have the right to repay

at any time without penalty. You also understand that You will only be charged periodic Finance Charges to the date You repay Your entire balance. You may make larger payments without penalty. Any partial payment or prepayment will not delay Your next scheduled payment. All payments to Us must be in lawful money of the United States. We may apply each payment to whichever Card We wish. As permitted by law, We may apply payments at Our discretion.

Any unpaid portion of the Finance Charge will be paid by subsequent payments and will not be added to Your principal balance. You understand that any delay in the repayment of Your unpaid balance will increase Your periodic Finance Charges and any acceleration in the repayment of Your unpaid balance will decrease Your periodic Finance Charges.

Minimum Payments will be established at the close of each billing cycle at an amount equal to 2.50% of Your new unpaid Credit Card balance, subject to the lesser of \$25.00 or Your balance, plus any portion of the Minimum Payments shown on prior statement(s) which remains unpaid, plus any amount that exceeds Your approved Credit Limit.

You may, by separate agreement, authorize Us to charge Your payment directly to Your savings or checking account.

**FINANCE CHARGES.** In the case of any transactions, the balances subject to the periodic Finance Charge are the average daily transactions balances outstanding during the month (including new purchases). To get the average daily balance, We take the beginning balance of Your Account each day, add any new purchases, balance transfers, cash advances, debit adjustments or other charges and subtract any payments, credits and unpaid Finance Charges. This gives Us the daily balance. Then, We add up all the daily balances for the billing cycle and divide them by the number of days in the billing cycle. The Finance Charge for a billing cycle is computed by multiplying the average daily balance subject to a Finance Charge by the Daily Periodic Rate times the number of days in the billing cycle.

You can avoid Finance Charges on purchases by paying the full amount of the entire balance owed each month within 25 days of Your statement closing date. Otherwise, the new balance of purchases, and subsequent purchases from the date they are posted to Your Account, will be subject to a Finance Charge. Balance transfers and cash advances are always subject to a Finance Charge from the later of the date they are posted to Your Account or from the first day of the billing cycle in which the transaction is posted to Your Account.

Founder's Access Accounts will accrue Finance Charges at a discounted introductory Daily Periodic Rate of \_\_\_\_\_% (corresponding **ANNUAL PERCENTAGE RATE** \_\_\_\_\_%) for a period of six full months from the date You establish such Feature Category. Upon the expiration of the introductory rate period, the Daily Periodic Rate applicable to the entire balance existing at that time and in the future will increase to the non-introductory rate disclosed elsewhere in this Agreement.

Founder's Reserve Accounts will accrue Finance Charges at a discounted introductory Daily Periodic Rate of \_\_\_\_\_% (corresponding **ANNUAL PERCENTAGE RATE** \_\_\_\_\_%) for a period of six full months from the date You establish such Feature Category. Upon the expiration of the introductory rate period, the Daily Periodic Rate applicable to the entire balance existing at that time and in the future will increase to the non-introductory rate disclosed elsewhere in this Agreement.

**LATE CHARGE.** If Your payment is 1 or more days late, You will be charged the lesser of: (a) \$29.00; or (b) the amount of the minimum payment due.

**FOREIGN TRANSACTIONS.** For transactions initiated in foreign countries and foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be: (a) a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives; or (b) the government-mandated rate in effect for the applicable central processing date. For transactions that are initiated in a foreign currency, You will be charged 1.00% of the final settlement amount. For transactions occurring in foreign countries and initiated in U.S. Dollars, You will be charged 1.00% of the final settlement amount. Transactions initiated via the internet with merchants or other parties located outside of the United States of America are deemed to occur in the foreign country where the merchant or other party is located.

**OTHER FEES AND CHARGES.** You will be charged the following fees associated with the use of Your Card: (a) the lesser of \$30.00 or the required minimum payment amount for the returned payment for any check (or other negotiable instrument used for payment) which is returned unpaid; and (b) a cash advance fee FINANCE CHARGE in an amount equal to the greater of \$10.00 or 3.00% of the amount of each such advance; (c) a balance transfer fee FINANCE CHARGE in an amount equal to the greater of \$10.00 or 3.00% of the amount of each such transfer; and (d) \$50.00 for each Card or PIN that You request We replace on an expedited basis.

**PERIODIC STATEMENTS.** On a regular basis, You will receive a statement showing all transactions on Your Account including amounts paid and borrowed since Your last statement. We will mail You a statement each month in which there is a debit or credit balance or when a Finance Charge is imposed. We need not send You a statement if We feel Your Account is uncollectible or if We have started collection proceedings against You because You defaulted. EACH STATEMENT IS DEEMED TO BE A CORRECT STATEMENT OF ACCOUNT UNLESS YOU ESTABLISH A BILLING ERROR PURSUANT TO THE FEDERAL TRUTH-IN-LENDING ACT.

**OUR RESPONSIBILITIES TO HONOR CONVENIENCE CHECKS.** We are under no obligation to honor Your Convenience Checks if: (1) by paying a Convenience Check, You would exceed Your Credit Limit; (2) Your Cards or Convenience Checks have been reported lost or stolen; (3) Your Account has been cancelled or has expired. If a postdated Convenience Check is paid and, as a result, any other Convenience Check is returned unpaid, We are not responsible for any resulting loss or liability.

**DEFAULT.** You will be in default if: (a) You do not make any payment or perform any obligation under this Agreement, or any other agreement that You may have with Us; or (b) You should die, become involved in any insolvency, receivership or custodial proceeding brought by or against You; or (c) You have made a false or misleading statement in Your credit application and/or in Your representations to Us while You owe money on Your Account; or (d) a judgment or tax lien should be filed against You or any attachment or garnishment should be issued against any of Your property or rights, specifically including anyone starting an action or proceeding to seize any of Your funds on deposit with Us; and/or (e) We should, in good faith, believe Your ability to repay Your indebtedness hereunder is or soon will be impaired, time being of the very essence.

Upon any occurrence of default, We may, to the extent permitted by law, cancel Your rights under this Agreement, require the return of all access devices and declare the entire balance of Your Account immediately due and payable, without prior notice or demand.

**COLLECTION COSTS.** In the event collection efforts are required to obtain payment on this Account, to the extent permitted by law, You agree to pay all court costs, private process server fees, investigation fees or other costs incurred in collection and reasonable attorneys' fees incurred in the course of collecting any amounts owed under this Agreement or in the recovery of any Collateral.

**ENFORCEMENT.** We do not lose Our rights under this or any related agreement if We delay enforcing them. We can accept late payments, partial payments or any other payments, even if they are marked "paid in full" without losing any of Our rights under this Agreement. If any provision of this or any related agreement is determined to be unenforceable or invalid, all other provisions remain in full force and effect.

**NOTIFICATION OF ADDRESS CHANGE.** You will notify Us promptly if You move or otherwise have a change of address.

**CHANGE IN TERMS.** We may change the terms of this Agreement by mailing or delivering to You written notice of the changes as prescribed by the Federal Truth-In-Lending Act. To the extent permitted by law, the right to change the terms of this Agreement includes, but is not limited to, the right to change the periodic rate applicable to Your unpaid balance and/or future advances.

**INTEGRATED DOCUMENTS.** Any separate sheet of paper labeled "Additional Disclosure - Federal Truth-In-Lending Act," which is delivered together with this Agreement or at a later date becomes an integrated part of this Agreement and Disclosure.

**CONSENT TO AGREEMENT.** You acknowledge receipt of a copy of this Agreement. By signing the application; or by using Your Account or any Account access device; or by authorizing another to use Your Account, You agree to and accept its terms.

**UPDATING AND DISCLOSING FINANCIAL INFORMATION.** You will provide facts to update information contained in Your original Account application or other financial information related to You, at Our request. You also agree that We may, from time to time, as We deem necessary, make inquiries pertaining to Your employment, credit standing and financial responsibility in accordance with applicable laws and regulations. You further agree that We may give information about the status and payment history of Your Account to consumer credit reporting agencies.

**TERMINATION.** Either You or We may cancel Your Account at any time, whether or not You are in default. You will, in any case, remain liable to pay any unpaid balances according to the terms of Your Account.

**OWNERSHIP.** Your Card remains Our property and may be cancelled by Us at any time without notice. You agree to surrender Your Card and to discontinue its use immediately upon Our request.

**ISSUANCE OF A PERSONAL IDENTIFICATION NUMBER.** We will issue, upon Your request, a Personal Identification Number (PIN) for use with participating Automated Teller Machines (ATMs). This PIN is confidential and should not be disclosed to anyone. You may use Your PIN to access Your Account and all sums advanced will be added to Your Account balance. In the event a use of Your PIN constitutes an Electronic Fund Transfer, the terms and conditions of Your Electronic Fund Transfer Agreement may also affect Your rights.

**EFFECT OF AGREEMENT.** Even though the sales, cash advance, credit or other slips You may sign or receive when using Your Card contain terms, this Agreement is the contract which solely applies to all transactions involving the Card.

**UNAUTHORIZED USE.** You may be liable for the unauthorized use of Your Card. You will not be liable for the unauthorized use that occurs after You notify Us of the loss, theft, or possible unauthorized use by calling Us at (479) 856-7850 or by writing to Us at P.O. Box 699, Rogers, AR 72757. In any case, Your liability will not exceed \$50.00.

**PRE-AUTHORIZED RECURRING CHARGES.** You may, from time to time, establish preauthorized recurring charges be made on Your Account. You understand that any such preauthorized recurring charges will continue unless discontinued by You directly with the service provider with whom You preauthorized the recurring charge.

To ensure that recurring preauthorized charges established and authorized by You are not interrupted in the event that Your Card or other Access Device is reissued, We may, but are under no obligation to do so, enroll Your account in automatic account information update services that communicate new Card/Access Device information to the service providers with whom You have established preauthorized recurring charges, the purpose of which is to ensure charges You authorize continue without interruption.

**REFUSAL TO HONOR CARDS OR CONVENIENCE CHECKS.** We are not liable for the refusal or inability of merchants, financial institutions and others to accept the Cards or Convenience Checks, or electronic terminals to honor the Cards or complete a Card withdrawal, or for their retention of the Cards or Convenience Checks.

**TRANSACTION SLIPS.** Your monthly statement will identify that merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advance, credit or other slips cannot be returned with the statement.

**LOST CARDS OR CONVENIENCE CHECKS.** To report lost or stolen Credit Cards or Convenience Checks, You will immediately call Us at (888) 293-2458 or write to Us at P.O. Box 699, Rogers, AR 72757.

**CREDITS.** If a merchant who honors Your Card gives You credit for returns or adjustments, they will do so by sending Us a slip which will be posted to Your Account. If Your credits and payments exceed what You owe Us, We will hold and

apply this credit against future purchases and cash advances, or if it is \$1.00 or more refund it to You within seven business days from receipt of Your written request, or automatically issue You a check after 6 months.

**GOVERNING LAW.** This Agreement is controlled and governed by the laws of the State of Arkansas, except to the extent that such laws are inconsistent with controlling federal law.

#### **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 P.O. Box 699, Rogers, AR 72757. 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.

**After We finish Our investigation, one of two things will happen:**

- If We made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If We do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send You a statement of the amount You owe and the date payment is due. We may then report You as delinquent if You do not pay the amount We think You owe.

If You receive Our explanation but still believe Your bill is wrong, You must write to Us within 10 days telling Us that You still refuse to pay. If You do so, We cannot report You as delinquent without also reporting that You are questioning Your bill. We must tell You the name of anyone to whom We reported You as delinquent, and We must let those organizations know when the matter has been settled between Us. If We do not follow all of the rules above, You do not have to pay the first \$50.00 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 \$50.00. (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 at P.O. Box 699, Rogers, AR 72757.

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.