

## **VISA CARD MEMBERSHIP RULES – CARDMEMBER AGREEMENT**

This document contains important information about your **VISA** credit card (the Card). **You should read it carefully and keep a copy for your records.** Your card is being mailed under separate cover.

These are the “Card Membership Rules” as referred to on the application. The “Bank” and “We” means First Security Bank. “You”, “your”, “yours” refer to each person signing and/or submitting the Application, with each of you being referred to as a “Cardholder”.

***First Security Bank (the Bank) has agreed to lend you money as described in this agreement, and you agree to pay us back together with interest charges and fees. Your use of the account or any payment on the account indicates your acceptance of the terms of this agreement.***

1. **AGREEMENT:** You agree to accept and comply with these account terms and amendments to the terms as they occur from time to time. If you fail to follow these terms, the Bank can cancel your account and can demand immediate payment of all amounts you owe.
2. **CREDIT LIMIT:** The Bank will assign a credit limit to your account, and post it on your monthly billing statement. The Bank may cancel, change or restrict your credit availability at any time. You agree to limit your transactions so that your balance will stay within the credit limit approved by the Bank and listed on the statement.
3. **CARD USAGE:** The Card can be used at designated locations throughout the world to purchase goods and services and to obtain cash advances. The Bank is not responsible for the refusal of anyone to honor the Card. You are responsible for any use of your account by an authorized user or anyone else that you permit to use your account. You must notify the Bank if you want them to stop using your account. You are responsible for getting any cards, checks or other means of accessing your account from the authorized user. If you wish to terminate an authorized user, the Bank may close your account and open a new account with a different account number.
4. **CARD OWNERSHIP:** As a Cardholder you do not own the Card. When requested to do so, you will surrender the Card to the Bank or to a person designated by the Bank. Any or all privileges to use the Card may be modified or canceled by the Bank at any time without notice to you.
5. **MONTHLY BILLING STATEMENT:** The Bank will send, at monthly intervals determined by the Bank, a statement, reflecting all Card transactions for the prior monthly period. Such statement shall be deemed correct unless the Bank is notified to the contrary in writing within 60 days of mailing such statement.
6. **PAYMENT OPTIONS:** Payments are due on the payment due date shown on your monthly statement. Each month you have the option of paying part of the balance as long as the payment is at least the minimum payment shown on the billing statement. The minimum payment will be 3% of the New Balance or \$10.00, whichever is greater. You must pay the total New Balance if it is less than \$10.00.
7. **PAYMENT INSTRUCTIONS:** You must follow the payment instructions on your billing statement. You can pay us by: check, money order, or electronic payment drawn on a U.S. bank or a foreign bank branch in the U.S. All payments must be in U.S. Dollars. You authorize us to collect any payment check either electronically or by draft.
8. **CREDIT BALANCES:** You may request a refund of credit balances at any time. If you don’t request a refund, we will apply credit balances to new transactions unless a refund is required by law.
9. **BALANCE TRANSFERS:** You may transfer balances to your account, up to your applicable available credit limit, by contacting the Bank at 877-611-3118.
10. **CASH ADVANCES:** You may obtain cash from automatic teller machines, at banks or by using statement checks. Statement checks made payable to cash or to yourself will be treated as cash advances. There is no grace period for Cash Advances.
11. **STATEMENT CHECKS:** For your protection, balance transfer and cash advance checks must be signed by the person whose name is printed on the checks.
12. **AUTOMATIC CHARGES:** You may set up scheduled and repeat transactions to your account. If your account is closed or suspended, or your account number changes, you will need to contact any persons that you are paying by automatic transactions.

13. **CLOSING ACCOUNT:** In the event that you close this account, you agree to notify the Bank in writing and return the Card(s) cut in half. If you close your account, you remain responsible to pay all amounts owed to the Bank according to the terms of these Card Membership Rules.
14. **DEFAULT:** Your account will be in default if: 1) You do not pay at least the minimum payment when due; 2) You fail to comply with this or other agreements with us, or 3) We believe you may be unwilling or unable to pay your debts on time; you file for bankruptcy; or you become incapacitated or die. If your account is in default, we may close it without notice and require you to pay your unpaid balance immediately. We can also begin collection activities. To the extent permitted by law, if you are in default because you have failed to pay us, we will require you to pay collection costs, attorney's fees, court costs and all other expenses of enforcing our rights under this agreement.
15. **CREDIT INFORMATION:** The Bank may obtain and review your credit history from credit reporting agencies and may furnish information about you and your account to these agencies. If you think we furnished incorrect information, write to us and we will investigate. We may also furnish information to credit reporting agencies about this account in the name of an authorized user. If you believe we have furnished inaccurate or incomplete information about you or your account to a credit reporting agency, write to us at: First Security Bank, PO Box 1009, Searcy, Arkansas 72145. Please include your name, address, home phone number, and account number, and explain what you believe is inaccurate or incomplete.
16. **CHANGE OF TERMS:** In accordance with all applicable laws, the Bank may change or delete any term of, or add new terms to this agreement including, without limitation, the FINANCE CHARGE, ANNUAL PERCENTAGE RATE or minimum monthly payment amount. When required by applicable law, the Bank will notify you of any change(s), deletion(s) or addition(s).
17. **ANNUAL FEE:** None
18. **ADDITIONAL CHARGES:** Additional charges, plus applicable taxes, may also be assessed if you request a copy of a document, request a replacement card, or use the Card for a transaction at an automated teller machine, unless such charges are prohibited by law or regulation. No Finance Charge will be assessed on additional charges.
19. **UNAUTHORIZED USE:** You will not be liable for an unauthorized transaction, as long as you have exercised reasonable care in safeguarding the card from risk of loss or theft, and upon becoming aware, promptly reporting the loss or theft by calling toll-free 800-325-3678. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.
20. **TELEPHONIC COMMUNICATION:** You authorize us to contact you using any of your telephone numbers – regardless whether the number we use is assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service for which you may be charged for the call. You further authorize us to contact you through the use of voice, text and email and through the use of prerecorded/artificial voice messages or an automatic dialing device.  
The Bank may monitor and/or record any telephone communication with you.
21. **ILLEGAL TRANSACTIONS:** Your Card may **not** be used for any illegal transactions.
22. **ATM USE:** When you use an ATM not owned by the Bank, you may be charged a fee by the ATM operator or any network used to complete the transaction (and you may be charged a fee for a balance inquiry).
23. **ENFORCEMENT:** We may enforce the terms of this agreement at any time. We may delay enforcement without losing our right to enforce this agreement at a later time. If any terms of this agreement are found to be unenforceable, we may still enforce the other terms.
24. **GOVERNING LAW:** This agreement and your account will be governed by federal law, as well as the law of Arkansas, and will apply no matter where you live or use this account.

### Truth in Lending/Account-Opening Disclosures

The account opening disclosures required by federal law are included on this document.

**KEEP THESE FORMS SO YOU CAN REFER TO THEM IF YOU HAVE ANY QUESTIONS REGARDING YOUR ACCOUNT.**

<b>INTEREST RATES AND INTEREST CHARGES</b>	
<b>Annual Percentage Rate (APR) for Purchases, Balance Transfers and Cash Advances</b>	<b>9.99%*</b> *First Security Bank reserves the right to change the Annual Percentage rate at its discretion at any time in accordance with all applicable laws.
<b>Paying Interest</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. The Interest Charge on cash advances begins from the date you obtained the cash advance. There is no grace period. The Interest Charge on balance transfers begins from the date the transaction is posted to your account.
<b>Minimum Interest Charge</b>	<b>None</b>
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .
<b>FEEES</b>	
<b>Annual Fee</b>	<b>None</b>
<b>Transaction Fees</b> • <b>Cash Advance</b>	Either <b>\$5</b> or <b>3%</b> of the amount of each cash advance, whichever is greater, with a maximum charge of <b>\$40.00</b>
<b>Penalty Fees</b>	
• <b>Late payment</b>	Up to <b>\$29</b>
• <b>Returned payment</b>	Up to <b>\$29</b>

**How We Will Calculate Your Balance:** We use a method called “Average Daily Balance (including current transactions)” or Method G for purchases. We use a method called “Average Daily Balance (including current transactions)” or Method A for cash advances. Each method is explained below.

#### PERIODIC FINANCE CHARGE CALCULATION METHODS

- **Method G – Average Daily Balance (including current transactions).** The Finance Charges for a billing cycle are computed by applying the monthly Periodic Rate to the “average daily balance” of purchases (and if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. The Finance Charge on purchases begins from the date the transaction is posted to your account. To avoid incurring an additional Finance Charge on the balance of purchases reflected on your monthly statement and, on any new purchases (and if applicable, cash advances) appearing on your next monthly statement, you must pay the New Balance, shown on your monthly statement, on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.
- **Method A – Average Daily Balance (including current transactions).** The Finance Charges for a billing cycle are computed by applying the monthly Periodic Rate to the “average daily balance” of your account. To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. The Finance Charge on cash advances begin from the date you obtain the cash advance, or the first day of the billing cycle in which it is posted to your account, whichever is later. There is no grace period.

## BILLING-ERROR RIGHTS

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### ***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: First Security Bank, PO Box 1009, Searcy, Arkansas 72145.

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 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 is 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 First Security Bank, PO Box 1009, Searcy, Arkansas 72145.

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.

### **Notice of Negative Information (Pre-sharing)**

Federal law requires us to provide the following notice to customers before any “negative information” may be furnished to a nationwide consumer reporting agency. “Negative information” means information concerning delinquencies, late payments, insolvency, or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about customers that have not done what they are required to do under our agreement.

After providing this notice, additional negative information may be submitted without providing another notice.

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**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.**

Visa's Zero Liability\* Policy is our guarantee that you won't be held responsible for unauthorized charges made with your account or account information. You're protected if your Visa credit or debit card is lost, stolen or fraudulently used, online or offline.

Visa's Zero Liability Policy does not apply to ATM transactions, Visa corporate or Visa purchasing card or account transactions, or any transactions that are not processed by Visa. For specific restrictions, limitations and other details, please visit <http://usa.visa.com/personal/security/zero-liability.jsp>.

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**How it works:**

**1. Shop worry-free**

Use your Visa credit or debit card to make purchases at millions of locations.

**2. Report suspicious charges immediately**

Review your monthly statement and immediately report any unauthorized charges to your financial institution.

**3. Get quick resolution**

Once you have reported an unauthorized transaction covered by Visa's Zero Liability Policy, your financial institution will investigate so you can have the issue corrected quickly.

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**Important things to note:**

If the unauthorized transaction involves your debit card or account, Visa's Zero Liability Policy requires issuers to replace any funds taken from your account as the result of an unauthorized debit transaction within 5 business days of notification.

**In the event you experience unauthorized transactions:**

- **Notify your financial institution immediately of any unauthorized use**
- **Replacement funds are provided on a provisional basis and may be withheld, delayed, limited, or rescinded by your issuer based on the following:**
  - **Gross negligence or fraud**
  - **Delay in reporting unauthorized use**
  - **Investigation and verification of claim**
  - **Account standing and history**
- **The transaction-at-issue must be posted to your account before replacement funds may be issued**

For specific restrictions, limitations and other details, please visit <http://usa.visa.com/personal/security/zero-liability.jsp>.

\*Visa's Zero Liability Policy covers U.S.-issued cards and does not apply to ATM transactions, certain commercial card transactions, or any transactions not processed by Visa. You must notify your financial institution immediately of any unauthorized use. For specific restrictions, limitations and other details, please consult your issuer.