

# FARMERS BANK & TRUST

## CONSUMER CARDHOLDER AGREEMENT

This Consumer Cardholder Agreement (“Agreement”) and the following documents (collectively, “Cardholder Documents”) govern the possession and use of the credit card account (“Account”) issued by Farmers Bank & Trust (“Financial Institution”):

- The card carrier (“Card Carrier”) we send with the credit card or cards (“Card”);
- The application or solicitation (“Application”) signed or otherwise submitted to request the Account;
- Terms and Conditions; and
- Farmers Bank & Trust Card Disclosures.

The Card Carrier, Application, Terms and Conditions, and Farmers Bank & Trust Card Disclosures are part of this Agreement. This Agreement also includes any changes we may make to this Agreement from time to time.

### 1. KEY TERMS

“You” and “your” means each person who applied for this Account and/or agrees to pay for the Account.

“We,” “us,” “our,” and “Farmers Bank & Trust” means Farmers Bank & Trust, 200 East Main Street, Magnolia, AR 71753, and/or any agent or service provider acting on our behalf, or any person or entity to which we sell or give the Account.

“Agreement” means this document and any supplements or amendments.

“Card” means any card, card number or other device we issue to access your Account.

You may use your account for personal, family, or household purposes. You may not use your account for business or commercial purposes.

Our failure or delay in exercising any of our rights under this Agreement does not mean that we are unable to exercise those rights later.

A summary of definitions is listed near the end of this Agreement. These terms have the same meanings when used in monthly billing statements (“Statement”).

### 2. TO BEGIN USING YOUR CARD

The Card issued to you must be signed to be used. When you receive this Agreement, use the Account, or sign or keep the Card, you agree to:

- the terms of this Agreement; plus
- any amendments or supplements to the Agreement.

You may close your Account at any time.

### 3. TYPES OF TRANSACTIONS

You may obtain Credit in the form of Purchases, Balance Transfers, and Cash Advances, by using Cards, an account number, or other credit devices. Cards are all the credit cards we issue to you and to any other person with authorization for use on this account pursuant to this Agreement.

Types of transactions for which you can use your Account are:

- Purchases (purchases include buying and leasing goods or services or making a transaction that is not otherwise a Cash Advance);
- Balance Transfers; and
- Cash Advances.

We may limit the amount and/or frequency of any type of use at any time. Cash advances include cash you get:

- over the counter (e.g., at a bank or credit union);
- through an ATM; and
- from other Purchases we define as “cash-like” (e.g., money orders, traveler’s checks, or lottery tickets).

Failure of a Cardholder to sign a draft does not relieve you of liability for Purchases made or Cash Advances received.

#### 4. ALLOWED USE

You agree to:

- use your Account only for lawful purposes;
- use your Account for only personal, family, household, or charitable purposes; and
- repay us for all costs related to uses not allowed under this Agreement.

You are not allowed to use your Account:

- to make payments to this Card or any other loan payments to us or our affiliates; or
- for internet gambling as we are required to comply with prohibitions of the federal Unlawful Internet Gambling Enforcement Act of 2006, by preventing any credit card transaction from being made for the purpose of unlawful Internet gambling; or
- to conduct transactions in any country or territory, or with any individual or entity that is subject to economic sanctions administered and enforced by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC). Use of your account in those countries will be blocked; or
- for commercial or business purposes.

You will take reasonable steps to prevent the unauthorized use of your Card and Account. If you have given someone permission to use the Card, this is not unauthorized use and you will be liable for all use by that person.

#### 5. AUTHORIZATION OF TRANSACTIONS

We are not responsible:

- if a merchant or financial institution does not honor any Card, or
- for goods or services purchased by using the Account, except to the extent required by applicable law.

Depending on circumstances we may:

- decline a transaction if there is not enough available Credit and for any other reason; and/or
- require your Authorization before allowing a transaction.

A merchant may check your ID. We are not liable if:

- a merchant refuses your Card; and/or
- we do not complete your transaction for any reason.

Although there may be Credit available on the Account, we may be unable to authorize Credit for a particular transaction because of operational difficulties or mistakes. The number of transactions any Cardholder may make in one day may be limited since we may limit the number of Authorizations that may be given. We reserve the right to limit the amount and number of transactions we will authorize per day. From time to time the number or amount of allowable Authorizations per day may vary. These restrictions are for security reasons. As a result, we cannot explain the details of how this system works. Neither we nor our agents will be responsible if Authorization for a particular transaction is not given. If any Cardholder exceeds the Credit Limit or Cash Limit, or if the Account is past due, Authorization for transactions may be declined.

#### 6. CREDIT AND CASH LIMITS

When we first send your Card, we will tell you:

- the total Credit Limit on your Account; and
- the portion of this limit you can use for Cash Advances.

We may change these limits from time to time. Whenever this occurs, we will notify you:

- on your billing Statement; and/or
- by sending a notice.

You agree to:

- keep your Account balance (which includes Finance Charges, fees, and other charges) within your Credit Limit; and
- immediately pay any over limit amount that might occur.

Your available Credit may not reflect your payments for up to 14 days. If a transaction exceeds your available Credit, we may decline it. You may not make, authorize or allow Purchases or Cash Advances in excess of your available Credit. Notwithstanding such Credit lines, however, you are liable for all Purchases and Cash Advances made on the Account by any Cardholder. We may increase or decrease any Credit Limit and/or Cash Limit from time to time.

## **7. TRANSACTIONS MADE IN FOREIGN CURRENCIES**

If you make a transaction in a foreign currency (including, for example, online Purchases from foreign merchants), the transaction will be converted by Mastercard International, into a U.S. dollar amount in accordance with the operating regulations or conversion procedures in effect at the time the transaction is processed. A Foreign Transaction Fee will be applied to each purchase transaction in U.S. dollars, and will post to your Statement as a fee.

## **8. AUTOMATIC BILL PAYMENTS**

If you authorize any company to bill charges on a recurring and periodic basis to your Card Account you must notify the company when and if you no longer want to allow them to charge your Account. If you Default with us or if we change your Account or Account number for any reason:

- we may refuse or suspend future recurring charges; and
- you must set up the recurring charges again and/or make other payment arrangements with the company.

## **9. PROMISE TO PAY**

You promise to pay for all:

- credit we extend; plus
- Finance Charges and other fees or charges; plus
- collection costs and attorney fees as allowed by law.

If your Account is a joint Account, each of you is jointly and individually responsible for amounts due. This remains true in the event of death, divorce or other events that affect liability between you and the other person. If any joint Account holder requests to not be liable for future transactions, we may close the Account.

## **10. MINIMUM PAYMENT DUE**

You agree to pay the Minimum Payment Due of \$25.00 or 3% of the amount you owe, whichever is greater, any amount over your credit limit, the sum of all past due amounts, and any resulting fees, if applicable. Your current payment will not be less than \$25.00 unless your New Balance is less than \$25.00. You may pay your total outstanding balance at any time. If you pay more than the Minimum Payment Due during any particular Billing Cycle, a Minimum Payment Due will still be due in subsequent Billing Cycles, unless we notify you otherwise. Each Billing Cycle you must pay at least the Minimum Payment Due shown on your monthly Statement by its Payment Due Date. We round the payment amount to the higher penny. The Minimum Payment Due will not be greater than your New Balance.

## **11. WHEN AND HOW TO PAY**

You agree to:

- pay at least the Minimum Payment Due as described above, and as shown on your billing Statement; and
- make this payment in time to be credited by no later than the Payment Due Date.

If you wish, you may pay more than the Minimum Payment Due or the entire balance at any time. Instructions for making timely payments are shown on your billing Statement.

Payments must be:

- made in U.S. dollars; and
- paid from a U.S. bank or other U.S. financial institution; and
- sent in a form that is acceptable to us.

Acceptable forms of payment include:

- a check or money order;
- online payment;
- payment by phone; or
- an electronic funds transfer.

By sending us a check for payment on your Account, you authorize us either to:

- use information from your check to initiate an electronic funds transfer from your payment account according to the terms of the check; or
- to process the transaction as a check.

When we use your check to make an electronic funds transfer:

- funds may be withdrawn from your payment account the same day we receive your payment; and
- you will not receive your check back from your financial institution.

When you use our optional payment by phone service, you agree that:

- we may make an electronic funds transfer from the financial account you choose; or

- we may process the payment the same way we would process a check.

You authorize the amount and timing of each payment. Please retain this authorization for your records. If you have a returned payment:

- the amount you paid will be added back to your Account and may be applied to a different category than originally posted. (e.g. Cash Advance, Purchases, etc.); and
- Finance Charges may be restored back to the payment date at the APR for that transaction.

## **12. WHEN YOUR PAYMENT WILL BE CREDITED TO YOUR ACCOUNT**

Mailed payments received at the billing address on your Statement by 5:00 p.m. Eastern Standard Time on any business day will be credited to the Account on that day. Saturdays, Sundays, and federal holidays are considered non-business days. Please include the payment coupon from the bottom of the statement with your check. Payments made at a Farmers Bank & Trust branch during normal business hours will be credited on that day. Otherwise, we will credit the payment on the next business day. If a payment is made at any location other than the address on the Statement or a Financial Institution branch we may delay crediting that payment. Subject to any limitations of applicable law, we reserve the right to select the method by which payments and credits are allocated to the Account in our sole discretion. If you write any special conditions on your payment, such as "paid in full," "without recourse," or similar language, we may accept a payment marked with special conditions and not agree to those conditions, and will not lose 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 Farmers Bank & Trust Card Services, 516 Edgewater Drive, Wakefield, MA 01880.

## **13. AUTO PAYMENT ACH AUTHORIZATION**

If you enroll for auto payment, you authorize us, or our service provider, to initiate Automated Clearing House ("ACH") debit entries to the financial institution account(s) that you identify on each monthly Payment Due Date, to pay the amount you select (but not exceeding the then current balance of your account).. You have the right to receive notice of all electronic fund transfers from your financial institution account that vary in amount, and by signing, or agreeing to, the Auto Payment ACH Authorization, you agree that your monthly billing Statement will serve as your notice of the amount of your monthly payment. You are not required to agree to this Auto Payment ACH Authorization in order to obtain an extension of credit from us. Automatic payment is offered for your convenience. You may make additional payments by any acceptable means, but any such payments will have no effect on the initiation of payments under this authorization. You acknowledge that you are voluntarily choosing to pay electronically. You understand and acknowledge that you may terminate the Auto Payment ACH Authorization by notifying us 1) in writing at Farmers Bank & Trust Card Services, 516 Edgewater Drive, Wakefield, MA 01880, 2) via phone at 1-800-944-2726, or 3) via Farmers Bank & Trust Card Services at myfarmers.fdecs.com, in such time and manner as to afford us a reasonable opportunity to act on it. You also authorize us to verify all of the information that you have provided to us, as well as certain past and/or current information. If there is any missing or erroneous information in or with the information that you have provided to us regarding your financial institution, financial institution routing and transit number, or financial institution account number, then you authorize us to verify and correct such information. If you or we terminate automatic ACH payments, then you will be responsible for paying all amounts that you owe us by other acceptable means.

## **14. HOW WE APPLY PAYMENTS**

All payments will be applied first to the Minimum Payment Due. Any payments made in excess of the Minimum Payment Due will be applied first to the balance with the highest interest rate then successively to each lower interest rate until payment is exhausted. For expiring deferred interest balances, the entire excess of a minimum payment will be applied during the last two Billing Cycles immediately preceding the expiration of the deferred interest period.

## **15. RATES**

We will use one or more annual percentage rates ("APR") to determine Finance Charges owed. The Farmers Bank & Trust Card Disclosures provided with the application show the APRs that apply to the Account. All rates applicable to the Account are fixed and no APR will exceed the maximum rate permitted by applicable law. We will apply each APR to the applicable balance for each type of transaction:

- Purchases;
- Balance Transfers; and
- Cash Advances.

## **16. HOW DAILY BALANCE IS DETERMINED**

To determine your Daily Balance, we take the beginning balance for each type of transaction that day; then add the following that were incurred on that day: any new transactions; any previous day's periodic Finance Charges; and any fees and charges; then subtract any payments and/or credits. We also make any needed adjustments. For example: If a transaction posts after, but occurs before the start of a Billing Cycle, we may adjust the amount above to include this transaction. It will

be included as of the first day of the Billing Cycle in which it posts. If your Account is subject to a Grace Period during the Billing Cycle, your payments will be subtracted from all Daily Balances in the current Billing Cycle. If a transaction for a returned payment or a dispute resolved in our favor posts after the beginning of the Billing Cycle, we will make this adjustment: the applicable Daily Balance(s) and any related Finance Charge calculations will be adjusted to include the transaction amount as of the date of the original payment or transaction. To calculate your Average Daily Balance, we add the Daily Balances for each day of the Billing Cycle and then divide this total by the number of days in the Billing Cycle.

#### **17. HOW FINANCE CHARGES ARE CALCULATED (ALSO CALLED INTEREST CHARGES)**

We calculate separate balances subject to interest rate for purchases, cash advances and promotions. We figure the interest charge on your account by applying the 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/advances], and subtract [any unpaid interest or other finance charges and] any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance." We figure the total interest charged by multiplying the Average Daily Balance by a daily periodic rate of finance charge and the number of days in the billing period. The daily periodic rate of finance charge is calculated by dividing the Annual Percentage Rate (APR) by 365 days.

Your Account has a Grace Period on Purchases. Periodic Finance Charges begin accruing on Purchases, Balance Transfers, and Cash Advances on the date of the transaction and continue to accrue until your balance is paid in full. However, no Finance Charges will be charged on new Purchases and Balance Transfers for any Billing Cycle when you have paid your entire New Balance in the previous month on time and you pay your entire current month's balance on time as well. Finance Charges accrue on Cash Advances beginning on the date the advance is posted to the Account. There is no Grace Period for Cash Advances. Additional Finance Charges may be avoided by always paying in full the New Balance shown on the Statement on or before the Payment Due Date, which always will be at least 26 days after the Statement date.

#### **18. MINIMUM INTEREST CHARGE**

If the total of the Finance Charges for all balances is less than \$1.00, then a Minimum Interest Charge of \$1.00 will be assessed on the account as a fee. The Minimum Interest Charge will be allocated to each balance category subject to a Finance Charge.

#### **19. PROMOTIONAL OR INTRODUCTORY APR**

We may offer you special Promotional or Introductory APRs from time to time. If we do, we will tell you the eligible transaction types, how long this APR will last, and any other special terms of the offer. If you revolve your balance to take advantage of a Promotional or Introductory Offer, all transactions and balances, including Purchases, will be charged Finance Charges.

**MILITARY LENDING APR:** Effective October 1, 2017, Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

#### **20. FEES**

Any fees or Finance Charges will be added to your Purchase balance unless otherwise stated in this Agreement. Fees are subject to applicable law and will be posted to the Account. You agree to pay the following fees:

- Fees Shown on Farmers Bank & Trust Card Disclosures. If a fee applies to the Account, we will print the amount of the fee on the Farmers Bank & Trust Card Disclosure.
  - A Late Payment Fee if we do not receive at least the full Minimum Payment Due by the Payment Due Date;
  - A Returned Payment Fee if any check or similar instrument or any electronic debit for payment on the Account is returned unpaid for insufficient funds or other reason, even if the check, instrument or debit is later honored or paid;
  - A Balance Transfer Fee for Balance Transfers;
  - A Cash Advance Fee for each Cash Advance;
  - A Foreign Transaction Fee for any transaction any Cardholder makes outside the United States including Purchases made online with a foreign merchant (except Puerto Rico or the U.S. Virgin Islands); and

- Fees Disclosed at Time of Request. We also may charge the following fees. If a fee applies to the Account, we will disclose the amount of the fee at the time the Cardholder requests the service.
  - A Replacement Card Fee if you request a replacement Card;
  - A Copy Fee if you ask for additional copies of Statements, drafts and receipts requested; and
  - An Expedited Card Delivery Fee (in addition to the Replacement Card Fee above).
  - An Operator Assisted Payment Fee for payments made by phone.

## **21. OBTAINING ADDITIONAL CARDS**

You may request additional Cards for other Authorized Users and/or permit others to use your Card or Account Number. You are responsible for all charges made on additional Account Cards or by permitted users. To revoke another person's permission to use your Account, you must:

- notify us; and
- retrieve and destroy any Cards or other Account access devices from that person.

## **22. UPDATING YOUR RECORDS**

You agree:

- to give us prompt advance notice of any change in your name, mailing address, phone number, or employer;
- to promptly give us accurate financial information about you if we ask for it; and
- the Department of Motor Vehicles may release your home address to us if we ever need it to find you.

## **23. OBTAINING CASH ADVANCES**

If the Account includes authorization to obtain Cash Advances, Cardholders may obtain Cash Advances by presenting a Card at a participating financial institution and, if requested, providing the proper identifying information and signing the appropriate drafts. Cardholders also may obtain Cash Advances by using a Card at a compatible automated teller machine ("ATM"), provided it is used with the correct personal identification number ("PIN"). Daily Cash Advances may not exceed the least of the local ATM limit, if any, the withdrawal and dollar limits we establish from time to time or the Cash Limit. We may terminate or block the ability to obtain Cash Advances at ATMs if we believe that there is unusual activity on the Account or you are in Default under this Agreement. All Cash Advances are subject to Cash Advance Fees as shown on the Card Disclosure. ATM Cash Advances also may be subject to fees established by ATM owners. Purchases of items that can be traded right away for cash will be Cash Advances instead of Purchases. These "cash-like" transactions include Purchases of casino gaming chips, money orders, deposits, wire transfer money orders, traveler's checks, MasterCard Travel/Money cards, foreign currency and similar items.

## **24. TERMINATION OF ACCOUNT**

Your consent to this Agreement may be terminated at any time by surrendering the Cards issued on the Account. Once you close the Account, you must destroy your Card(s) and you will still be responsible for all amounts owed according to the terms of this Agreement. Your termination will be binding on each Authorized User. We may suspend or close your account or otherwise terminate your right to use your account. We may do this at any time and for any reason. One of the reasons may be your Default under this Agreement. We also may close your Account if there is a material change in your depository relationship with us. We will not tell you first unless applicable law requires us to do so. Unless terminated earlier, the privilege to use the Cards will expire on the date shown on the Cards. The Cards are and will remain our property, and Cardholders must surrender them to us on demand. You agree to notify us of any cancellation of an Authorized User's charging privileges. We may take any of these actions subject to applicable law:

- close your Account;
- suspend your access to new Credit;
- reduce your Credit Limit; and/or
- not renew your Card.

If we close your Account, you agree to destroy your Card(s). If your Account is closed for any reason, the terms of this Agreement still apply to Account balances until your Account is paid in full.

You can close your Account at any time by calling the number on the back of your Card or mailing your request to: Farmers Bank & Trust Card Services, 516 Edgewater Drive, Wakefield, MA 01880-0428.

## **25. LOST OR STOLEN CARD**

You agree to notify us immediately if: your Card is lost or stolen, or your Account is used without your permission. You may call at any time. The phone number is 1-866-563-1335 and is listed on your billing statement.

## **26. ACCOUNT DEFAULT**

We may consider your Account to be in Default if you:

- fail to make the Minimum Payment Due when due;
- exceed your Credit Limit;

- become the subject of bankruptcy proceedings, foreclosure, repossession, lien or judgment, garnishment, or attachment;
- give us misleading, false, or incomplete information;
- fail to give us a current physical address when you apply and whenever you move;
- make payments to us that are returned unpaid by your bank or other financial institution;
- Default under any other agreement or security agreement you have with us or with one of our affiliates; and/or
- become incompetent or deceased.

Upon Default, we have the right to:

- close your Account;
- suspend your Credit privileges;
- require you to pay your entire Account balance including any Introductory or Promotional APR balances, all accrued but unpaid Finance Charges, and other charges provided for in this Agreement immediately;
- change the terms of your Account; and
- sue you for what you owe.

If we incur costs to collect your balance owed, including any attorney fees, we may charge you for these costs as permitted by applicable law, and we will apply your payments first to these costs.

## **27. CREDIT REPORTING**

You agree that we may obtain and use Credit information about you from others such as: merchants or stores, other lenders and consumer reporting agencies.

We may provide information about you and the Account to consumer (Credit) reporting agencies and others as provided in our Privacy Notices. Information we provide might appear on your and the Authorized Users' Credit reports.

If you fail to meet the terms of this Agreement, we may send a negative report to consumer reporting agencies.

If you believe we have reported inaccurate information about your Account to any consumer reporting agency, you should notify us and ask us to correct the inaccurate information by writing to us at Farmers Bank & Trust Card Services, 200 East Main Street, Magnolia, AR 71753.

When you write to us, tell us:

- your Account number; and
- the specific information you believe is not correct; and
- why you believe it is not correct.

## **28. COMMUNICATIONS**

We may contact you from time to time regarding your Account. We treat all customer calls as confidential. We may contact you in any manner we choose unless the law says that we cannot. For example, we may:

- contact you by mail, telephone, email, fax, recorded message, text message or personal visit;
- contact you at your home and at your place of employment;
- contact you on your mobile telephone;
- contact you at any time, including weekends and holidays;
- contact you with any frequency;
- leave prerecorded and other messages on your answering machine/service and with others; and
- identify ourselves, your relationship with us and our purpose for contacting you even if others might hear or read it.

Our contacts with you about your Account are not unsolicited and might result from information we obtain from you or others. We may monitor or record any conversation or other communication with you. Unless the law says we cannot, we may modify or suppress caller ID and similar services and identify ourselves on these services in any manner we choose. When you give us or we obtain your mobile telephone number, we may contact you at this number. We may do these things whether we contact you or you contact us. If you ask us to discuss your Account with someone else, you must provide us with documents that we ask for and that are acceptable to us. You consent to and authorize Farmers Bank & Trust, and any customer service and collection unaffiliated partners, to monitor and record any of your telephone conversations with our representatives or the representative of any of our customer service and collection unaffiliated partners.

## **29. CHANGE OF TERMS**

We may change this Agreement as allowed by applicable law. This may include changing, adding, or removing terms. We may do this in response to legal, business, competitive environment or other reasons not listed here. We may increase the

Finance Charge rate on existing balances in limited circumstances. Changes to some terms may require at least 45 days advance notice, and we will tell you in the notice if you have the right to reject a change. 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 with the change.

### **30. LIABILITY FOR UNAUTHORIZED USE**

If your card is used without your permission, you must immediately notify us by writing to us at 516 Edgewater Drive, Wakefield, MA 01880-0428 or calling 1-866-563-1335. You will not be liable for any charges that exceed the lesser of \$25 or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us.

### **31. ACCOUNT ASSIGNMENT**

We may sell, assign or transfer all or any part of your Agreement and Account without notice to you. You may not sell, assign or transfer your Account.

### **32. GOVERNING LAW**

This Agreement is governed by State of Arkansas law and federal law. We make our Credit decisions and extend Credit to you under this Agreement from the State of Arkansas. This Agreement is entered into in the State of Arkansas and is maintained in the State of Arkansas. This is true whether or not you use your Card in the State of Arkansas.

### **33. WAIVERS**

If we delay or take no action allowed under this Agreement, for any reason, we will not lose or limit any of our rights under this Agreement on any other occasion.

### **34. SEVERABILITY**

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

We use section headings (e.g. Types of Transactions) to organize this Agreement. The headings are for reference purposes only.

### **35. NO TRANSFER**

The Account, Cards, this Agreement, your obligations, and any personal guaranty are not transferable or assignable by you, but may be transferred or assigned by us to any other person, with or without advance notice to you.

### **36. ARBITRATION PROVISION (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 Farmers Bank & Trust ("Financial Institution") 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 account holder; (3) this Agreement; (4) any prior credit account or agreement relating to such account; or (5) your relationship with us. This includes disputes relating to any products, insurance, or other services offered to you as an account holder. This includes disputes about whether this Provision is valid or binding or about whether or when it applies. It includes disputes relating to constitutional provisions; statutes; ordinances; regulations; case law; compliance with the Agreement or any agreement related to any prior credit account; and wrongful acts of every type (whether intentional; fraudulent; reckless; or just negligent). It includes requests for money, for orders requiring you or us to take certain actions (which are sometimes referred to as "injunctive relief"), and for any other kind of relief. This Provision applies to Claims that arise prior to, on, or after the effective date of this Provision.

**"ADMINISTRATOR"** means the American Arbitration Association or JAMS. These companies administer arbitration proceedings. The arbitrator will be selected under the Administrator's Rules. You can select the Administrator if you give us written notice of your selection with your notice that you are electing to arbitrate any Claim or within 20 days after we give you notice that we are electing to arbitrate any Claim. If you do not select the Administrator on time, we will select one. If for any reason the Administrator you or we select is unable or unwilling to serve or 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 of 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 LAW-SUIT. 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 the 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 judgement 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 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 provision 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](http://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, 28<sup>th</sup> Floor, New York, NY 10006, [www.jamsadr.com](http://www.jamsadr.com), request the Financial Services Arbitration Rules and Procedures.

**OPT OUT** You may choose to opt out of and not be subject to this Arbitration Provision but only by following the process set forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within forty-five (45) calendar days of the date of this Agreement at the following address: Farmers Bank & Trust Card Services, 200 East

Main Street, Magnolia, AR 71753. 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.

### **37. 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:

Farmers Bank & Trust Card Services  
516 Edgewater Drive  
Wakefield, MA 01880-0428

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:

- 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.
- 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 determine there was a mistake: You will not have to pay the amount in question or any Finance Charges 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 Finance Charges 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, 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. Contact us in writing at:

Farmers Bank & Trust Card Services  
516 Edgewater Drive  
Wakefield, MA 01880-0428

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.

### 38. STATE LAW NOTICES

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

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

**NEW YORK RESIDENTS:** Call the New York State Department of Financial Services at 1-800-342-3736, or visit its website at <http://www.dfs.ny.gov/consumer/creditdebt.htm> for a comparable list of credit card rates, fees and grace periods.

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

**WISCONSIN RESIDENTS:** We will not charge you attorney's 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 766.70 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.

### 39. ENTIRE AGREEMENT

The Cardholder Documents constitute the entire agreement between us and you relating to the Account and supersede any other prior or contemporaneous agreement between us and you relating to the Account. Except as otherwise provided, if there is any conflict among these documents, the terms of this Agreement control. Your signature (including any electronic or digital signature) on any document signed in connection with the use of the Card or Account is part of this Agreement. Such documents include, but are not limited to, the Card, Application or any accepted sales slip.

### DEFINITIONS

**Account** – The credit card Account(s) we approve for your use that is/are subject to the terms and conditions of this Agreement.

**Agreement** – Your Cardholder Agreement with Farmers Bank & Trust for the Account.

**APR (Annual Percentage Rate)** – The cost of your Credit as a yearly rate. Different APRs may apply to different transactions on your Account, such as for Purchases, Balance Transfers, or Cash Advances. We use the applicable APR to calculate the Finance Charge that you owe on the Account.

**Authorization** – Any Purchases, Balance Transfers, or Cash Advances that you or any Authorized User makes on the Account and any fees and Finance Charges owing on the Account.

**Authorized User** – Any person you authorize to use the Card (whether Cardholder or not and whether or not such use exceeds the limit you authorized or intended).

**Average Daily Balance** – To get the Average Daily Balance, we take the beginning balance for each type of transaction that day and add new transactions, Finance Charges, fees and charges, and subtract any payments and credits, and make any needed adjustments; we add together all the Daily Balances for each day of the Billing Cycle and then divide by the number of days in the Billing Cycle.

**Balance Transfer** – Credit we extend resulting from a Balance Transfer that you request by any means (including telephone or Balance Transfer request form that we provide). We may permit you to transfer balances from other credit card companies or financial institutions to your Account. There must be enough Credit available in your Account for the Balance Transfer. All Balance Transfers are subject to our approval. We will not process Balance Transfer requests we consider incomplete or illegible. We will not process requests for a Balance Transfer payable directly to you, to us, or to any of our affiliates. We are not liable to you if we do not process part or all of any Balance Transfer you request. If you request several Balance Transfers, we may process the Balance Transfers in any order we choose. We may also limit the amount of Balance Transfers to your Account to an amount that is less than the total Credit Limit of your Account. If we do not approve the full amount of any Balance Transfer you request, we may process part or none of the Balance Transfer amount you requested. Do not request a Balance Transfer for any amount that is or may be subject to a dispute between you and any other financial institution or creditor. After you request a Balance Transfer, you should still monitor and pay at least the Minimum Payment Due on your other account, until the other institution sends an account statement to you showing that you are no longer required to make any account payment. You are liable to your other creditors for any fees, charges, and amounts due under their Credit agreements with you, including any late payment fees and Finance Charges you may owe if a Balance Transfer for any other payment is not completed in the time and manner required by the other institution. We will not instruct any other creditor to close their account with you after we process a Balance Transfer.

**Billing Cycle** – The time interval between the dates of your regular billing Statements. Your first Billing Cycle may be less than one month. All Credit terms, including Minimum Interest Charges, will apply in each Billing Cycle including the first Billing Cycle.

**Card** – Your Card(s) is/are the physical Card(s), or the Account number that you or an Authorized User can use to access your Account.

**Cardholder** – The natural person to whom we issue a Card at his/her request or application, or a natural person who has agreed to pay obligations arising from another persons' use of the Card or Account.

**Cash Advance** – Credit we extend to you in the form of a loan from the Account. A Cash Advance occurs when you: (1) obtain cash from an ATM (automated teller machine), (2) obtain cash over the counter (e.g., at a bank or credit union), (3) obtain cash from any other source, (4) make a wire transfer, (5) buy foreign currency, (6) buy traveler's checks, (7) buy money orders, (8) buy lottery tickets, or (9) buy gambling chips or wagers.

**Credit** – The Credit extension you receive under this Agreement.

**Credit Limit** – The maximum amount of Credit that we establish from time to time and make available to you on the Account.

**Daily Periodic Rate** – The Daily Periodic Rate is calculated from the applicable APR. The Daily Periodic Rate is equal to the applicable APR divided by 365 (or 366 in a leap year). We may use the Daily Periodic Rate to calculate the Finance Charge as described in this Agreement. Finance Charges resulting from the application of Daily Periodic Rates will accrue daily and be calculated on the Average Daily Balances (including new transactions) for each Account feature (Purchases, Cash Advances, Balance Transfers, and Promotional Balances).

**Default** – Subject to applicable law and any right that you may have under that law, we may require immediate payment of your entire Account balance and you will be in Default if, (1) you do not make at least the Minimum Payment Due on or before the Payment Due Date, (2) a Cardholder or Authorized User exceeds or tries to exceed the Credit Limit without our permission, (3) a payment you make is rejected or cannot be processed, (4) we reasonably believe that a Cardholder's ability to pay us is materially impaired (for example, if you become subject to bankruptcy or insolvency proceedings or if an attachment or garnishment proceeding are instituted against you or your property), (5) you provide us with false, misleading or fraudulent information or a false signature, (6) a Cardholder dies or is legally declared incompetent or incapacitated, (7) you fail to comply with any provision of this Agreement, (8) you or an Authorized User makes illegal use of any financial service under the Account, (9) you fail to give us a current physical address when you apply and whenever you move, or (10) you or an Authorized User continues to use an Account or Card that has been closed.

**Finance Charge** – Same as Interest Charge. The cost of your Credit on the Account as a dollar amount that we derive by applying your Daily Periodic Rate to the Average Daily Balance. Your Statement may use both terms.

**Grace Period** – The time period during which you may avoid paying Finance Charges on certain transactions. The Grace Period will continue if you pay your New Balance on time each Billing Cycle. No Finance Charges will be charged on new Purchases for any Billing Cycle when you paid your entire New Balance in the previous month on time and you pay your entire current month's balance on time as well. You will lose the Grace Period if you do not pay your New Balance in a given Billing Cycle. There is no Grace Period for Cash Advances.

**Interest Charge** – Same as Finance Charge. The cost of your Credit on the Account as a dollar amount that we derive by applying your Daily Periodic Rate to the Average Daily Balance. Your Statement may use both terms.

**Late Payment Fee** – If your payment is late, we may charge you a Late Payment Fee.

**Minimum Interest Charge** – If the total of the Finance Charges for all balances is less than \$1.00, then a Minimum Interest Charge of \$1.00 will be assessed on the Account as a fee. The Minimum Interest Charge will be allocated to each balance category subject to a Finance Charge.

**Minimum Payment Due** – The Minimum Payment Due on your Account as shown on your Statement. It is the sum of all past due amounts plus the current payment.

**New Balance** – The entire balance of Purchases, Cash Advances, Balances Transfers and any Promotional Balances outstanding on your Account on the closing date of the Billing Cycle, plus all accrued Finance Charges and other fees, charges, payments, credits and adjustments as of such date.

**Payment Due Date** – This is the date by which we must receive your payment in order for it to be on time. Your Payment Due Date will be stated on your statement.

**Promotional Balance** – Credit we extend for an introductory and other designated Purchase or Balance Transfer transaction, subject to discounted fees and/or a different Daily Periodic Rate than your standard Daily Periodic Rate for Purchases.

**Promotional or Introductory APR** – The Daily Periodic Rate applied to Promotional Balances.

**Purchases** – Credit we extend to you when you or an Authorized User use(s) the Card or Account to purchase goods, labor, insurance or services through sellers and lessors that honor your Card or Account for the purpose of completing a Purchase.

**Statement** – We will send you a bill at the end of each Billing Cycle. The Statement will tell you the total balance that you owe us at the end of the last Billing Cycle. It will also tell you the Minimum Payment Due that you must pay us by the Payment Due Date.

# Farmers Bank & Trust

## Privacy Notice

Rev. 01/2015

### FACTS

#### WHAT DOES FARMERS BANK & TRUST DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>- Social Security number and Account balances</li> <li>- Payment history and Transaction or loss history</li> <li>- Overdraft history and Checking account information</li> </ul> When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Farmers Bank & Trust chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Farmers Bank & Trust share?	Can you limit this sharing?
For our everyday business purposes-- such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes-- to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes-- information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes-- information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

<b>Questions?</b>	Call toll-free 855-855-3268 or go to <a href="http://www.MyFarmers.Bank">www.MyFarmers.Bank</a>
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What we do	
How does Farmers Bank & Trust protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also restrict access to those employees who need to know the information to provide products and services to you.
How does Farmers Bank & Trust collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>- Open an account or Use your credit or debit card</li> <li>- Make deposits or withdrawals from your account or Provide account information</li> <li>- Show your driver's license</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>- sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>- affiliates from using your information to market to you</li> <li>- sharing for nonaffiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing.

Definitions	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. - <i>Farmers Bank &amp; Trust has no affiliates.</i>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. - <i>Farmers Bank &amp; Trust does not share with nonaffiliates so they can market to you.</i>
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. - <i>Farmers Bank &amp; Trust doesn't jointly market.</i>

Other important information	
<p><b>Other Privacy Statement</b></p> <p>In the future, we may disclose nonpublic information about you to affiliates, even though we are not doing so now. The type of affiliates that we may disclose nonpublic personal information about you in the future to are financial service providers, such as a bank-owned insurance company. The reason we may disclose your nonpublic personal information in the future to our affiliates is to provide you, our customer, with information about additional products and services or to complete a transaction you requested. We do not disclose nonpublic information about former customers.</p>	