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## CREDIT CARD APPLICATION DISCLOSURE

## Interest Rates and Interest Charges

<b>Annual Percentage Rate (APR) for Purchase</b>	<b>0.00%</b> introductory APR for the first 12 billing cycles. After that, Your APR will be <b>18.24%-24.24%</b> , based on your creditworthiness. This APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	<b>0.00%</b> introductory APR for the first 12 billing cycles. After that, Your APR will be <b>18.24%-24.24%</b> based on your creditworthiness. This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>24.99%</b> . This APR will vary with the market based on the Prime Rate.
<b>Penalty APR and When It Applies</b>	Up to <b>24.99%</b> , based on your creditworthiness. This APR may be applied to your account if you: 1. Make a late payment; 2. Go over your credit limit; or 3. Make a payment that is returned.  <b>How Long Will the Penalty APR Apply?</b> If your APRs are increased for any of these reasons, the Penalty APR will apply until you make six consecutive monthly minimum payments when due.
<b>How to Avoid Paying Interest on Purchases</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.
<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> .

## Fees

<b>Annual Fees</b>	<b>None</b>
<b>Transaction Fees</b> <ul style="list-style-type: none"><li>• <b>Balance Transfer</b></li><li>• <b>Cash Advance</b></li><li>• <b>Cash Equivalent</b></li><li>• <b>Foreign Transaction</b></li></ul>	<p>Either <b>\$10</b> or <b>3%</b> of the amount of each Balance Transfer, whichever is greater.</p> <p>Either <b>\$10</b> or <b>5%</b> of the amount of each Cash Advance, whichever is greater.</p> <p>Either <b>\$10</b> or <b>5%</b> of the amount of each Cash Equivalent Transaction, whichever is greater.</p> <p><b>3%</b> of the U.S. dollar amount of each transaction made in a foreign currency or made in U.S. dollars that is processed outside the United States. This fee will be in addition to any other applicable fee.</p>
<b>Install-/t Payment Plan Fee</b>	A monthly fee not to exceed \$10 will apply until the Install-/t Payment Plan is paid in full. The amount of the fee is determined each time an Install-/t Payment Plan is established and will remain the same until each Plan is paid in full.
<b>Penalty Fees</b> <ul style="list-style-type: none"><li>• <b>Late Payment</b></li><li>• <b>Return Payment</b></li></ul>	<p>Up to <b>\$24.50</b></p> <p>Up to <b>\$25.00</b></p>



**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new purchases).”

**Loss of Introductory APR:** We may end your introductory APR for Purchases and Balance Transfers and apply the Penalty APR if you make a late payment.

**Index and When It Is Determined:** The Index used to determine your variable APRs is the U.S. Prime Rate shown in the “Money Rates” section of *The Wall Street Journal* on the last day the rate is published in each calendar month (the determination date). The Index will be effective for the entire billing cycle that ends in the second month after the determination date. For example, if your billing cycle ends in July, we will use the Index determined on the last day the rate is published in *The Wall Street Journal* in May.

**APR for Purchases and Balance Transfers:** To determine the APR for Purchases and Balance Transfers, we add a margin of 10.74%-16.74% to the Index (Prime Rate), not to exceed the maximum APR 24.99%.

**APR for Cash Advances:** To determine the APR for Cash Advances, we add a margin of 21.74% to the Index (Prime Rate), not to exceed a maximum APR of 24.99%.

**APR for Cash Equivalent Transactions:** Cash Equivalent Transactions will be treated as Cash Advances for all purposes of your account, including the APR that applies to such transactions. Cash Equivalent Transactions will be charged a fee as indicated in the Fees table in this document. Cash Equivalent Transactions are those transactions performed using a merchant or service provider that VISA® or MasterCard® identifies as a seller of traveler's checks, foreign currency, money orders, wire transfers, lottery tickets, funds used for wagers or gambling, or similar products or services.

**Penalty APR:** We may increase Annual Percentage Rates on your future transactions if you: (1) fail to make a minimum payment to us when due; (2) exceed your credit limit with us; or (3) make a payment to us that is returned (dishonored) for any reason. We may also increase the Annual Percentage Rates on all your balances and transactions if you are more than 60 days late in making a required minimum payment. The amount of an APR increase may be based on how you have handled your account with us and current and historical information regarding your credit in general. These increases will be subject to the requirements of applicable law.

**INSTALL-IT PAYMENT PLAN FEE:** From time to time you may be offered the option to establish an Install-It Payment Plan, which allows you to convert certain eligible Purchases into a payment plan comprised of monthly installments for the specified duration chosen at the time the Install-It Payment Plan is established. A monthly fee will apply for the duration of each Install-It Payment Plan, as disclosed at the time that the Install-It Payment Plan is established, until the Install-It Payment Plan is paid in full. The Install-It Payment Plan Fee will be determined at the time each Install-It Payment Plan is created and is based on the amount of each Purchase transaction or amount selected to create the plan, the duration of the plan, and other factors. The monthly Install-It Payment Plan Fee and the aggregate amount of the Install-It Payment Plan Payment will be disclosed at the time the Install-It Payment Plan is created.

**IMPORTANT NOTICE REGARDING CHANGES IN TERMS.** Subject to applicable law, we reserve the right to unilaterally change the APRs, fees and other terms at any time, including after your account is closed. If we make changes, we will send you all notices required by law. You understand that the terms of your account, including APRs, are subject to change. APRs are not guaranteed and they may change to higher APRs. We may also change whether your rates will be variable or not.

**Application of Payments:** Payments received will first be applied to your minimum payment in the order we select, subject to applicable law. However, in general, if you make a payment in excess of the required minimum payment, we will apply the excess amount first to your balances with the highest Annual Percentage Rate. Any remaining portion of that excess amount will be applied to your other balances in descending order based on their applicable Annual Percentage Rates.

Please Note: Your account generally will have monthly billing cycles, except that your first billing cycle may be more or less than one month. All credit terms, including minimum interest charges, will apply in each billing cycle including the first billing cycle.

**BALANCE TRANSFERS:** We may permit you to transfer balances from other credit card companies or financial institutions (“Other Accounts”) to your account if you are approved. All Balance Transfer requests are subject to our approval; we are not liable if we do not accept a requested Balance Transfer. We reserve the right to make Balance Transfers in the order we select and to limit the amount of the Balance Transfers that we make (this amount may be less than your total credit limit). If you request an amount that we do not approve, we may process a partial transfer for less than you requested or we may decline the entire request. You may not transfer any balance you owe from any other MidFirst Bank account or any of your accounts with any of our related companies. You should not transfer any amount that is in dispute in order to preserve your dispute rights. You should continue to monitor the Other Accounts that you request to transfer balances from, and you should continue to pay the minimum payments due on the Other Accounts until you receive statements from those creditors showing that the balances due on the Other Accounts have been paid in full. This may not happen until after the Balance Transfer appears on your billing statement from us. You are liable for any late payments, interest charges or disputed amounts on your Other Accounts. If you want your Other Accounts closed following a Balance Transfer, you are responsible for doing so. Balance Transfers are subject to applicable fees and interest charges and do not have the benefit of a period within which any credit extended may be repaid without incurring a finance charge due to a periodic interest rate, also known as a grace period.

**CREDIT REPORTS:** By applying for this account, you agree that MidFirst Bank, acting directly or through its 1st Century Bank division, may obtain credit reports for purposes of processing your application and for later purposes related to your account, such as increasing the credit line and for collection purposes. Upon your request, you will be informed of whether or not a credit report was requested and the name and address of the consumer reporting agency that furnished the report. You also authorize MidFirst Bank to verify your employment, income and other relevant information.

**NOTICE TO CARDHOLDERS AND AUTHORIZED USERS:** 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.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, the USA Patriot Act requires all financial institutions to obtain, verify and record information that identifies each person (including business entities) who opens an account.

What this means for you: When you open an account, we will ask for your name, physical address, date of birth and other information that will allow us to identify you. We also may ask for other identifying documents. We will let you know if additional information is required.



**INFORMATION SHARING WITH VISA®:** We may share nonpublic personal information with VISA U.S.A., its Members or their respective contractors for the purpose of providing Emergency Card Replacement or to meet other types of reporting requirements related to membership in the association. By signing the application and making purchases, you consent to the release of this information to VISA U.S.A., its Members or their respective contractors for these purposes.

**MILITARY LENDING ACT:** 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 dependents may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; 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).

To hear this Military Lending Act disclosure and the payment obligations thereunder, call toll-free at 1-844-324-2258.

**Married applicants** may apply for separate accounts in their own names.

**OHIO RESIDENTS:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**NOTICE TO MARRIED WISCONSIN APPLICANTS:** No provision of any marital property agreement, unilateral statement or court decree adversely affects our interests and/or rights unless, prior to the time the credit is granted or an open-end credit plan is entered into, we are furnished with a copy of the agreement, statement or decree or have actual knowledge of the adverse provision. Married Wisconsin residents applying for credit separately must furnish the name and address of their spouse to MidFirst Bank at MidFirst Loan Operations, Attn: Credit Card Underwriting, P.O. Box 268879, Oklahoma City, OK 73126-8879.

**CALIFORNIA RESIDENTS:** The applicant, if married, may apply for a separate account. After credit approval, each applicant shall have the right to use this account to the extent of any credit limit set by the creditor and each applicant may be liable for all amounts of credit extended under this account to each joint applicant.

**NOTICE TO NEW YORK RESIDENTS:** New York residents may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods. New York State Department of Financial Services: 1-877-226-5697 or <http://www.dfs.ny.gov>.

**NOTICE TO NEW YORK, RHODE ISLAND AND VERMONT RESIDENTS:** A consumer report may be requested in connection with this application. Upon your request, you will be informed whether or not a consumer report was requested, and if a report was requested, you will be informed of the name and address of the consumer reporting agency that furnished the credit report. If you are a Vermont resident, you consent to the obtaining of such reports by signing or otherwise submitting a credit application.

**ARBITRATION NOTICE:** You understand that any Cardholder Agreement you receive will contain an arbitration provision that may substantially limit your rights in the event of a dispute, including your right to litigate in court or have a jury trial, discovery and appeal rights, and the right to participate in court or in arbitration as a representative or member of a class action. Please review the Cardholder Agreement and its arbitration provision carefully before you use or allow someone else to use an account.

**Cards are issued by MidFirst Bank. 1st Century Bank is a division of MidFirst Bank.**



## Rewards Program Terms and Conditions Summary

Please read this Rewards Program ("Program") Terms and Conditions Summary. MidFirst Bank is referred to below as "We" and "MidFirst." MidFirst is the issuer of the credit card account that is enrolled in the Program ("Account") and is the sponsor of the Program. This is only a Program summary. Complete Program Terms and Conditions will be provided to you when you become an approved Cardholder. This Program offers Reward Points ("Points") for Qualifying Purchases. There is no membership fee. Other restrictions apply and will be provided upon Program enrollment.

### How Points are Earned:

Points ("Point(s)") are earned in the Program for every \$1.00 spent on Net Purchases. "Net Purchases" means the total dollar amount of Qualifying Purchases, less any returns, credits, or adjustments that are not payments. A Qualifying Purchase is any Purchase made with your Account. MidFirst shall resolve all questions of what constitutes a Qualifying Purchase. All such resolutions or determinations by MidFirst are final.

"Qualifying Phone/Streaming Purchases" are Purchases made at any merchant whose merchant category code ("MCC") is classified by the payment card industry as any of the following:

- MCC 4814 - Telecommunication Services
- MCC 4899 - Cable, Satellite and Other Pay Television and Radio Services

"Qualifying Gas Purchases" are Purchases made at any merchant whose MCC is classified by the payment card industry as any of the following: 5541, 5542, or 5552.

"Qualifying Dining Purchases" are Purchases made at any merchant whose MCC is classified by the payment card industry as any of the following: 5811, 5812, 5813 or 5814.

The MCC is a four-digit code used by the payment card industry to classify a merchant's primary business. Some merchants may be classified in a different MCC than expected and listed above that may affect the number of Points earned on a transaction. MidFirst does not assign MCCs to merchants and is not responsible to ensure a merchant has been assigned a correct MCC. MidFirst reserves the right to determine if a transaction qualifies as a Qualifying Cable/Streaming Purchase, Qualifying Phone Purchase, Qualifying Dining Purchase or Qualifying Purchase, and all resolutions or determinations by MidFirst are final.

"Qualification Period" is a calendar year beginning on January 1st and ending on December 31st. For each new Qualification Period, Points will be earned on Qualifying Phone/Streaming Purchases, Qualifying Gas Purchases, Qualifying Dining Purchases and Other Qualifying Purchases.

MidFirst will award Points as follows:

- Qualifying Phone/Streaming Purchases:
  - **3 points** for each \$1.00 posted to the Account for the first \$10,000.00 or less during each Qualification Period; and
  - **1 point** for each \$1.00 posted to the Account totaling \$10,000.01 or greater during each Qualification Period.
- Qualifying Gas Purchases or Qualifying Dining Purchases:
  - **2 points** for each \$1.00 posted to the Account for the first \$10,000.00 or less during each Qualification Period; and
  - **1 point** for each \$1.00 posted to the Account totaling \$10,000.01 or greater during each Qualification Period.
- Other Qualifying Purchases:
  - 1 point for each \$1.00 posted to the Account which is a Qualifying Purchase but is not otherwise a Qualifying Phone/Streaming Purchase, a Qualifying Gas Purchase or a Qualifying Dining Purchase.

Points are not earned for certain categories of transactions, including, but not limited to: card account fees and charges including interest charges, late payment fees, annual fees, other charges, unauthorized or fraudulent charges, Balance Transfers, Cash Equivalent Transactions or Cash Advances of any kind (including convenience checks, money orders, Automated Teller Machine (ATM) and bank teller withdrawals), foreign transaction currency conversion charges or other transactions that We determine not to be eligible. Changes to the above list are at the sole discretion of MidFirst, subject to applicable law.



## Rewards Program Terms and Conditions Summary

### When Points are Earned:

Points are considered earned when they are posted to your Account. Points may take up to 30 days to post following the date on which the underlying Qualifying Purchase posts to your Account. We reserve the right to verify and adjust Points at any time. Information regarding Point redemption and balance is available online at [www.midfirst.com](http://www.midfirst.com) or by calling the MidFirst Award Headquarters at 866-772-6184.

### Reward Choices:

Cardholders can redeem Points for merchandise, gift cards, travel, other goods and services and cash back in the form of a credit to the Account or a check (collectively, the "Rewards"). Point redemption may be subject to shipping, handling or other fees, including expedited delivery fees. Federally-imposed airline security fees, as well as any surcharges or additional fees may, be imposed by the airlines or available authority. Complete details on Rewards and Point redemption are available online at [www.midfirst.com](http://www.midfirst.com) or by calling the MidFirst Award Headquarters at 866-772-6184.

### How to Redeem Points:

Cardholders can redeem Points online at [www.midfirst.com](http://www.midfirst.com) anytime. You can also call the MidFirst Award Headquarters at 866-772-6184, 24 hours a day, seven days a week to request a copy of the catalog to be sent to you by mail. For travel services only, call 1-877-225-1617, Mon.-Fri. 8 a.m.-8 p.m., Sat. & Sun. 8 a.m.-4 p.m. CT. All redemptions are final. Travel and other certificates are not exchangeable, refundable, transferable, or redeemable for cash. Redeemed Points will be deducted from the Account based on a first-in-first-out basis. We reserve the right to refuse to redeem Points if you exceed the credit limit associated with your Account or if you fail to make a minimum payment when due.

### When Points Expire:

Points will expire five (5) years from the end of the calendar-year quarter in which they are earned. Account statements will show Points that are due to expire at the end of the calendar-year quarter in which the statement is issued.

### Forfeiture of Points:

Closing your Account (by you or by us), termination of your enrollment in the Program, or your failure to make a minimum payment on your Account within 60 days of a due date will result in the termination of the Program and any unused accumulated Points will be forfeited. Also, you will not earn future Points and could forfeit any accumulated Points previously awarded if you engage in any fraud or abuse with respect to the accrual or redemption of Points.

### Other Terms and Conditions:

The Program is void where prohibited or restricted by law. Points cannot be transferred between the Program and any other rewards or loyalty program. Subject to applicable law, this Program may be modified, suspended, or canceled and the redemption value of already accumulated Points may be changed at any time. Changes to the Program may include, but are not limited to, modifications which affect accrual and expiration of Points. You will be notified of Point accrual, Point expiration, and/or Point forfeiture changes.

## Rewards Bonus Offer

### Rewards Bonus Offer:

Qualifying rewards cardholders will receive 20,000 bonus points that can be redeemed for a \$200 statement credit or used toward other rewards as outlined in the Rewards Terms and Conditions Summary above. To qualify, cardholders must make an eligible purchase or purchases totaling \$2,000 or more during the first 90 days after account opening. Eligible purchases do not include cash advances, balance transfers, interest charges, fees, or cash equivalent transactions, which are transactions performed using a merchant or service provider that Visa identifies as a seller of traveler's checks, foreign currency, money orders, wire transfers, lottery tickets, funds used for wagers or gambling, or similar products or services. Merchant refunds and credits will count against the total of purchases. Bonus points will be applied to the cardholder's account within one to two statement cycles after qualification is met, as long as the qualifying account is open and not in default. Limit one bonus offer per customer and/or per account. Existing or previous cardholders may not be eligible for this one-time bonus offer.

# Cardholder Agreement

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## This Agreement Describes Important Terms And Conditions That Apply to Your Credit Card Account.

### 1. DEFINITIONS

**AGREEMENT AND DISCLOSURE:** This Cardholder Agreement (the “Agreement”) governs Your credit card account (the “Account”) with MidFirst Bank, a federally chartered savings association.

**ACCOUNT DOCUMENTS:** You have received or will receive certain documents in connection with Your Account that We reference collectively as the “Account Documents,” which include the following:

1. The Agreement and all future changes to the Agreement;
2. The Credit Card Account Opening Disclosure (“Disclosure”);
3. Any privacy notices that describe Our customer information practices;
4. All Billing Statements;
5. All documents and materials provided to You before You opened Your Account, including the Credit Card Application Disclosure;
6. All information related to the benefits associated with Your Account;
7. Any rewards terms and conditions and related information, if Your Account has rewards; and
8. All documents and/or disclosures related to product features, offers and/or Account changes provided at any time after origination.

The Disclosure provides important information about annual percentage rates, specific types and amounts of interest charges and fees that may be charged to Your Account under certain circumstances, and other important information about Your Account. **Please read the Agreement, the Disclosure, and Your other Account Documents carefully and retain for future reference. This Agreement contains an arbitration provision (including a class action arbitration waiver). It is also important that You read the entire “Claims and Arbitration of Disputes” section carefully.**

**THE PARTIES:** As used in this Agreement, the words “You” and “Your” mean each person named on the application for the Account and anyone else authorized to use the Account in any way. The terms “We,” “Us” and “Our” mean MidFirst Bank, a federally chartered savings association (“MidFirst”). Using or allowing someone else to use Your Account means You accept the terms of the Agreement. This Agreement contains Our most current terms and supersedes earlier materials You may have received.

**BALANCE CATEGORIES:** We will keep track of the activity on Your Account in different “Balance Categories.”

These are the Balance Categories We will use:

“Purchases” result from use of Your card or Your Account number to purchase goods and services;

“Cash Advances” result from Your cash advances, use of checks or similar instruments (including electronic form or otherwise) that We provide (unless We tell You they will be treated differently), and Cash Equivalent Transactions (defined below);

“Balance Transfers” result from balances transferred from Other Accounts to Your Account by any means;

“Special Offers” result from use of Your card or Your Account number to take advantage of Introductory Rates or other special or promotional offers that We may make available to You. Each Special Offer may be considered a separate Balance Category. The amount and length of any Introductory Rate are described in the Disclosure;

“Payment Plan Balance” results from converting certain eligible Purchases(s) to an Install-*It* Payment Plan comprised of monthly installments for the specified duration chosen at the time the Install-*It* Payment Plan is established. Upon creation of the Install-*It* Payment Plan, the original purchase amount will be credited to Your Revolving Balance and reallocated to Your Install-*It* Payment Plan Balance. Please note Your Credit Limit will not increase in the amount of Your Payment Plan Balance; and

“Revolving Balance” is the portion of Your Account balance that is not in an established Install-*It* Payment Plan, which includes all of the other balance categories: Purchases, Cash Advances, Balance Transfers and Special Offers.

**BILLING STATEMENT:** We will send You “Billing Statements” (also referenced as “Statements” and “Periodic Statements”) showing Account information including, among other things, transactions posted to Your Account during a Billing Cycle, the Minimum Payment that is due on Your Account for the Billing Cycle and the due date. A “Billing Cycle” is a period of time determined by Us that is described on Your Billing Statement.

### 2. USE OF YOUR ACCOUNT

**ACCOUNT USE:** You may use Your card, Your Account number or checks, or similar instruments (including electronic form or otherwise) that We send



to You (collectively, "Account Access Devices") to make Purchases and Balance Transfers, and to obtain Cash Advances. Each time You use Your Account, You are representing that You intend, and have the ability, to repay all amounts due. You are responsible for all charges made by anyone You allow to use Your Account, even if they charge more than You intended. If You request that We issue a card or any Account Access Device to another person, You are responsible for all charges incurred by such person until You return their card to Us, or until You notify Us that use of their card or any Account Access Device is no longer authorized, whichever occurs first. We may, in Our discretion and to the extent permitted by law, restrict or refuse any request that We issue a card or any Account Access Device to another party. If unauthorized use of Your Account occurs, You agree to cooperate with law enforcement and Us in identifying the unauthorized user. As permitted by law, We may consider charges made by someone known to You (i.e., family member, relative, significant other, partner, roommate, co-worker or friend) using Your card or any Account Access Device as authorized by You. Each person named on the application for the Account and anyone else authorized to use the Account in any way is jointly and severally liable for all amounts due on this Account.

**CREDIT LIMIT/AUTHORIZATIONS:** Your "Credit Limit" is the maximum amount of credit available under Your Account at any time. We will notify You of Your Credit Limit with Your Account Documents and on Your Billing Statements, and We may change or restrict Your credit availability at any time. You agree not to exceed the established Credit Limit and to pay any amount in excess of Your Credit Limit immediately. We are not obligated to allow the balance of Your Account to exceed its Credit Limit. If Your Account is a joint Account, each of You may request Credit Limit increases subject to applicable law. We may raise or lower Your Credit Limit at Our discretion and may restrict the amount of the Credit Limit available for Cash Advances and Balance Transfers. You may not use Your Account for (and We may decline authorization for) any illegal transaction. We may decline authorization for any internet gambling transaction. We may, in Our discretion and to the extent permitted by law, restrict or delay the availability of credit to You for risk management purposes, and to protect You and Us against actual or potential fraud, unauthorized transactions, or claims. We are not liable for declining authorization for any particular transaction, regardless of reason.

### 3. PAYMENTS

**PROMISE TO PAY:** You promise to pay all amounts due on Your Account. You agree to review Your Billing Statements and to notify Us promptly of any errors (see "Your Billing Rights" below). You may pay all or part of the balance on Your Account at any time. However, You must pay at least the Minimum Payment shown on Your Billing Statement by the due date each month. You agree to follow the requirements for payments that We set forth on Your Billing Statement, including requirements that payments be made in U.S. dollars and checks be drawn on a U.S. bank. If We choose to accept a payment that is not in U.S. dollars or not drawn on a U.S. bank, You agree to pay any collection or conversion fees assessed to Us by third parties. We may accept payments which are marked "payment in full" or with similar markings without losing Our right to receive payment of all amounts due on Your Account. Partial payments offered in full satisfaction of a disputed amount must be sent to the address for notice of billing errors shown on Your Billing Statement. We reserve Our rights as to all such payments.

**MINIMUM PAYMENT CALCULATION:** The "Minimum Payment" will be calculated as the total of the monthly payments for all Install-It Payment Plans; plus the Base Minimum Payment for the Revolving Balance; plus any additional amount(s) due on Your Account. This single, required total Minimum Payment amount will be shown on Your Billing Statement.

If Your total Account balance exceeds Your Credit Limit, We will add to the Minimum Payment the amount necessary to reduce Your balance to Your approved Credit Limit. If Your Account is past due, We will also add any amount that is past due on Your Account.

**BASE MINIMUM PAYMENT CALCULATION:** The "Base Minimum Payment" is the minimum dollar amount that is shown on Your Billing Statement that must be paid on the Revolving Balance before the due date that is specified in Your Billing Statement each month.

The Base Minimum Payment on the Revolving Balance shall be:

- (A) Your total new Revolving Balance if it is less than or equal to \$25; or
- (B) The greater of (a) \$25, or (b) the billed Interest Charges and billed late fees, if any, plus 1% of the total new Revolving Balance.

**MONTHLY INSTALL-IT PAYMENT PLAN PAYMENT CALCULATION:** Your monthly payment on each Install-It Payment Plan will be based on the total amount of the eligible Purchase(s) converted to an Install-It Payment Plan divided by the term plus the monthly Install-It Payment Plan Fee amount for the Install-It Payment Plan.

**APPLICATION OF PAYMENTS:** Payments received will first be applied to the Minimum Payment. We may apply Your Minimum Payment in the order We select, subject to applicable law. However, in general, if You make a payment in excess of the Minimum Payment, We will apply the excess amount first to Your balances with the highest Annual Percentage Rate. Any remaining portion of that excess amount will be applied to Your other balances in descending order based on their applicable Annual Percentage Rates. Until We determine a payment is unlikely to be returned, Your available credit may not reflect the payment.

**APPLICATION OF CREDITS:** We will apply credits, such as a merchant's refund for goods or services purchased on Your Account, to Your Account as required by law. In some cases, credits may not be posted to Your Account until a Billing Cycle subsequent to the date of the credit transaction.

### 4. INTEREST CHARGES & FEES

**FIXED RATE INFORMATION:** If any Annual Percentage Rate is expressly labeled or described as "fixed" on Your Account, that fixed rate will not change for any reason during (i) its specified duration; or (ii) the life of the applicable balance or Account if either no duration is specified or the duration is indefinite. If any Annual Percentage Rate is not expressly labeled or described as "fixed," it is variable.

**VARIABLE RATE INFORMATION:** If any Annual Percentage Rate is variable, Your rate is determined by adding the applicable margin to the applicable Index, as described in the Disclosure. The daily periodic rate is 1/365th (1/366th during leap years) of the Annual Percentage Rate.

**INCREASED AND/OR PENALTY RATES:** If We do not receive Your required Minimum Payment by its due date, You exceed Your Credit Limit, or You make a payment to Us that is dishonored or returned for any reason, We may increase any or all of Your Annual Percentage Rates on future transactions (including, but not limited to Special Offer Rates). We also may increase the Annual Percentage Rates on all Your balances and transactions, including those incurred prior to the notice of increase, if We do not receive Your required Minimum Payment within 60 days after its due date. If We increase Your rates, We may determine the amount of the increase based on historical information regarding Your Account and Your credit in general. We will give You a notice of the increase. The highest rate that may apply will be the "Penalty Rate" (or "Penalty APR") shown on the Disclosure, subject to applicable law. However, increased rates will cease to apply if We receive six consecutive monthly Minimum Payments on or before their payment due dates, beginning with the first payment due date following the effective date of the increase. When a Penalty Rate ceases to apply, the interest rate in effect before the increase will again apply as disclosed.

**ACCRUAL OF INTEREST CHARGES:** We will accrue Periodic Rate Interest Charges on each of the Balance Categories from the date of each transaction or the first day of the Billing Cycle in which the transaction is added to Your Account, whichever is later.

**GRACE PERIOD:** We will not charge You any interest on Purchases if You pay Your entire balance by the due date each month; this is called the "Grace Period." Payment in full is generally required to obtain the benefit of the Grace Period. However, We will give You the benefit of the Grace Period for partial payments to the extent required by law. The Grace Period applies only to Purchases and, if applicable, Special Offers. The Grace Period does not apply to Balance Transfers or Cash Advances.

**PERIODIC RATE INTEREST CHARGES:** "Periodic Rate Interest Charges" are charges to Your Account based on the application of Annual Percentage Rates, and will be calculated using daily periodic rates which correspond to applicable Annual Percentage Rates. These rates may vary by Balance Category.

- (A) If Your Account was opened with an Introductory Rate(s), the rate(s) for Your Account will be at the Introductory Rate(s) shown on the Disclosure and will continue in effect as shown on the Disclosure.
- (B) After the Introductory Rate(s) expire or if Your Account does not have an Introductory Rate, the Annual Percentage Rate(s) for Your Account will be the rate(s) shown on the Disclosure.
- (C) The Annual Percentage Rate(s) applicable to any Special Offers and circumstances under which it will apply will be provided to You when We make the offer.

**INTEREST CHARGES AND BALANCE CALCULATIONS:** We use the Average Daily Balance (including new Purchases) method to compute a portion of the interest charges on Your Account. We calculate Periodic Rate Interest Charges separately for each Balance Category.

- (A) To compute billed Periodic Rate Interest Charges:
  - (1) For each Balance Category, We multiply Your "Daily Balance" (see below) by the applicable daily periodic rate for each day of the Billing Cycle; then
  - (2) We add together all of the amounts calculated in (1) above.
- (B) To compute the "Daily Balance" for each Balance Category:
  - (1) We take the beginning balance of the Balance Category each day;
  - (2) Add any new transactions (such as purchases, balance transfers, cash advances and debit adjustments, as applicable) and any new fees applicable to that Balance Category; and
  - (3) Subtract any payments, credits, credit adjustments, non-accruing fees and unpaid interest charges applicable to that Balance Category.

We treat a credit balance as a balance of zero. Also, for purposes of these computations, We may delay adding some fees to Your Daily Balance for each Balance Category (for example, some fees may not be added to Your Daily Balance until the Billing Cycle after they are imposed). We may also subtract some payments or portions of some payments from Your Daily Balance of each Balance Category earlier than when they were actually received (for example, for Grace Period purposes, portions of some payments received in one Billing Cycle may be considered applied to Your Purchase Balance Category or Special Offer Balance Category, as applicable, at the end of the prior Billing Cycle).

We add the amount calculated in accordance with (A)(1) above to the Daily Balance for each Balance Category and this amount becomes the beginning balance for that Balance Category for the next day.

On Your Billing Statement, We will calculate an "Average Daily Balance" for each Balance Category by adding all Your Daily Balances for that Balance Category and dividing that amount by the number of days in the Billing Cycle. If You multiply the Average Daily Balance for a Balance Category by its daily periodic rate and multiply the result by the number of days in the Billing Cycle, the total will equal the billed Periodic Rate Interest Charges for that Balance Category, except for minor variations due to rounding.

Billed Periodic Rate Interest Charges will appear on Your Billing Statement labeled as "Interest Charge" for each Balance Category. The Interest Charges for each Balance Category will be totaled on Your Billing Statement and listed as the "Total Interest." This Agreement provides for daily compounding of interest charges and fees.

**BALANCE TRANSFERS AND BALANCE TRANSFER FEES:** We may permit You to transfer balances from other credit card companies or financial institutions ("Other Accounts") to Your Account. All Balance Transfer requests are subject to Our approval; We are not liable if We do not accept a requested Balance Transfer. We reserve the right to process Balance Transfers in the order We select and to limit the amount of any Balance Transfers that



We may process (this amount may be less than Your Credit Limit). If You request an amount that We do not approve, We may process a partial transfer for less than You requested or We may decline the entire request. You may not transfer any balance You owe from any other MidFirst account or any of Your accounts with any of Our related companies. You should not transfer any amount that is in dispute in order to preserve Your dispute rights. You should continue to monitor the Other Accounts from which You have requested a balance be transferred to Your Account and You should continue to pay the minimum payments due on the Other Accounts until You receive confirmation from those creditors showing that the balances due on the Other Accounts have been paid in full. This may not happen until after the Balance Transfer appears on Your Billing Statement from Us. We are not liable for any late payments, interest or finance charges or disputed amounts on Your Other Accounts. If You want Your Other Accounts closed following a Balance Transfer, You are responsible for doing so.

We will charge You a Balance Transfer Fee for each Balance Transfer as shown on the Disclosure. Balance Transfer Fees will be added to Your Balance Transfers Balance Category.

**CASH ADVANCE FEES:** A Cash Advance Fee will be imposed for each Cash Advance transaction as shown on the Disclosure and added to Your Cash Advances Balance Category.

**CASH EQUIVALENT TRANSACTION FEES:** A Cash Advance Fee will be charged for each Cash Equivalent Transaction as indicated on the Disclosure. "Cash Equivalent Transactions" are those transactions performed using a merchant or service provider that Visa or MasterCard identifies as a seller of traveler's checks, foreign currency, money orders, wire transfers, lottery tickets, funds used for wagers or gambling, or similar products or services. These transactions are also treated as Cash Advances for all other purposes on Your Account, including the Annual Percentage Rate that applies to the Account. Cash Advance Fees will be added to Your Cash Advances Balance Category.

**FOREIGN TRANSACTION FEES:** A Foreign Transaction Fee may be assessed on all transactions made (a) in currencies other than U.S. dollars; (b) with a foreign merchant; or (c) outside the United States. The foreign transaction fee will be equal to a certain percentage of the amount of each foreign transaction (after conversion to U.S. dollars) as shown on the Disclosure. These fees will be added to the Balance Category that We select.

**ANNUAL FEE:** If Your Account has an annual fee, it is shown on the accompanying Disclosure and will be charged to Your Account as a Purchase.

**INSTALL-/t PAYMENT PLAN FEE:** A monthly fee will apply for the duration of each Install-/t Payment Plan, as disclosed at the time that the Install-/t Payment Plan is established, until the Install-/t Payment Plan is paid in full. The Install-/t Payment Plan Fee will be determined at the time each Install-/t Payment Plan is created and is based on the amount of each Purchase transaction or amount selected to create the plan, the duration of the plan, and other factors. The monthly and aggregate dollar amount of Your Install-/t Payment Plan Fee will be disclosed at the time the Install-/t Payment Plan is created.

**OTHER FEES:** We may charge additional fees from time to time. The amount charged for these fees is shown in the Disclosure unless otherwise indicated. Each of the below fees will be added to the Balance Category that We select.

*Late Payment Fee.* For each Minimum Payment which is not received by the payment due date or is dishonored for any reason, We may charge You a late fee as disclosed on the accompanying Disclosure according to the amount of Your new balance.

*Returned Payment Fee.* Subject to applicable law, a returned payment fee may be assessed as indicated on the Disclosure for any payment (including any ACH or electronic payments) on Your Account which is dishonored or returned unpaid for any reason (including any payment returned because it is not signed, authorized or cannot be processed for any reason).

*Stop Payment Fee.* A stop payment fee may be assessed as indicated on the Disclosure for any stop payment You request Us to make with respect to checks that access Your Account, including Cash Advance checks or Balance Transfer checks.

*Copy Fees and Additional/Replacement Card Fees.* We may charge You a fee for (i) each sales draft copy You request (unless the request is related to a billing error); (ii) each additional or replacement card requested; and (iii) for each copy of a Billing Statement that You request. These fees are not listed on the Disclosure but will be disclosed to You upon Your request of such copies and/or additional or replacement cards.

*Customized Card Design Fee.* We may charge You a fee for having Us complete a customized card design that You request. This fee is not listed on the Disclosure but will be disclosed to You upon Your request of such customized card design.

*Expedited Card Fees.* We may charge You a fee for an expedited delivery of additional or replacement cards. This fee is not listed on the Disclosure but will be disclosed to You upon Your request of such expedited delivery.

*Expedited Payment Fee.* Subject to applicable law, We may charge You a fee for making an expedited payment that requires assistance from one of Our customer service representatives. This fee is not listed on the Disclosure but will be disclosed to You upon Your request of such expedited payment assistance.

*ATM Surcharge.* For all ATM transactions, a surcharge may be imposed by the ATM operator. This surcharge is imposed by third parties and will be charged to Your Account.

**TRANSACTIONS MADE IN FOREIGN CURRENCIES:** Transactions made in currencies other than U.S. dollars will be converted to U.S. dollars under the current regulations of Visa, MasterCard or the Visa/PLUS ATM Network. Those regulations currently provide that the conversion rate may be either (a) a wholesale market rate or (b) a government-mandated rate. Visa and MasterCard currently use the rate in effect on the date they process Your transaction. The currency conversion rate in effect on the date Your transaction is processed may differ from the rate in effect on the transaction date or the posting date. The Visa/ PLUS ATM Network currently uses the rate in effect on the transaction date.

## 5. CLOSURE OR IMMEDIATE PAYMENT OF YOUR ACCOUNT

**REASONS FOR REQUIRING IMMEDIATE PAYMENT:** Subject to applicable law and any right to cure that You may have under that law, We may require immediate payment of Your entire Account balance if:

1. You do not make any Minimum Payment to Us when due;
2. You exceed Your Credit Limit;
3. You make a payment to Us that is dishonored for any reason;
4. You die;
5. You give Us false or misleading information;
6. A petition is filed by or against You in any bankruptcy or other insolvency proceeding;
7. A receiver, liquidator or trustee is appointed for You or any of Your property, or You make an assignment for the benefit of creditors;
8. You are generally not paying or have announced that You will not pay Your debts as they come due;
9. A breach occurs under any note, loan agreement, or other obligation for borrowed money to which You are a party;
10. A material adverse change occurs in Your financial or other condition; OR
11. You violate this Agreement or any other agreement You make with Us.

Further, if any of the above-referenced events occurs, We may take the following actions with or without notice to You (in accordance with applicable law): close or suspend Your Account, lower the Account Credit Limit, increase Your Minimum Payment, pursue any other lawful action against You, including the filing of a lawsuit against You. Our acceptance of a payment after one or more of the above-listed events does not waive Our right to pursue any other lawful remedies to which We are entitled under law.

**COLLECTION COSTS:** You agree to pay all of Our reasonable costs incurred in pursuing collection of the amount You owe, including attorney fees.

**TERMINATION OR SUSPENSION OF CREDIT PRIVILEGES:** We may at any time, with or without cause and without advance notice, terminate this Agreement and/or temporarily or permanently suspend Your credit privileges. Your obligations under this Agreement continue after Your rights to obtain credit have been terminated or suspended.

## 6. CHANGES IN TERMS AND OUR RIGHTS

**IMPORTANT NOTICE REGARDING CHANGES IN TERMS:** Subject to applicable law, We may unilaterally change the Annual Percentage Rates, fees and other terms of this Agreement at any time, including after Your Account is closed (regardless of the reason You or We closed the Account). This includes modifications, deletions of existing terms, and the addition of new provisions, including nonfinancial provisions (for example, We may add provisions relating to Our enforcement rights or the resolution of claims and disputes). If We make changes, We will send You all notices required by law. Unless We explain otherwise in a change in terms notice You receive, the following rules will apply: (1) changes will be automatically effective on the date We specify and without the necessity of any further assent on Your part; and (2) use of Your Account is not necessary for a change in terms to be effective.

**OUR RIGHTS:** Our failure to exercise, or Our delay in exercising, any of Our rights under the Agreement for any reason will not mean We are unable to exercise those rights later. We may, from time to time on a consistent or inconsistent basis, take (or refrain from taking) certain actions that benefit You but that are not required by this Agreement or applicable law. Any such course of dealing or course of performance on Our part shall not be considered as an additional legal obligation to You under this Agreement. We may discontinue any such course of dealing or course of performance at any time without prior written notice.

## 7. USING YOUR ACCOUNT THROUGH CHECKS AND SIMILAR INSTRUMENTS

**CHECKS THAT ACCESS YOUR ACCOUNT:** Any checks or similar instruments (including electronic form or otherwise) that We provide to You or issue on Your behalf will be treated as Cash Advances unless We indicate otherwise. Checks or similar instruments (including electronic form or otherwise) that We provide to You may not be used to make payments on any account You have with Us. To stop payment on a check or similar instrument (including electronic form or otherwise), You must notify Us of the number and amount of the check or similar instrument before We receive it; We need not stop payment on checks or similar instruments that We issue on Your behalf. We may pay postdated checks or similar instruments (including electronic form or otherwise) unless You follow the procedure for stop payments.

## 8. INSTALL-/IT PAYMENT PLAN

From time to time You may be offered the option to establish an Install-/It Payment Plan, which allows You to convert certain eligible Purchases into a payment plan comprised of monthly installments for the specified duration chosen at the time the Install-/It Payment Plan is established. The Install-/It Payment Plan durations offered to You will be at Our discretion and will be based on a variety of factors.

**Eligibility:** You may not be able to create an Install-/It Payment Plan if it would cause You to exceed Your Credit Limit or if Your Account is closed for any reason. You may not be eligible to participate in Install-/It Payment Plans for the first six months after Your Account is opened. You will also not be able to create an Install-/It Payment Plan if Your Account is in negative standing of any kind, including but not limited to a payment that is returned unpaid, is currently past due or has been 30 days or more past due in the past 12 months and/or is charged off. We may limit the number of active Install-/It Payment Plans You may have at one time and may adjust this limit at any time. You agree to manage Your Account so that the total of Your Payment Plan Balances and Revolving Balance is not more than Your Credit Limit.

**Eligible Purchases:** Purchases at certain merchant types may also be excluded from eligible Purchases at the sole discretion of MidFirst. Eligible

Purchases do not include Balance Transfers, Cash Advances, interest charges, fees or cash equivalent transactions, which are transactions performed using a merchant or service provider that Visa identifies as a seller of traveler's checks, foreign currency, money orders, wire transfers, lottery tickets, funds used for wagers or gambling, or similar products or services.

Upon creation of the Install-/t Payment Plan, the original Purchase amount will be credited to Your Revolving Balance and reallocated to Your Payment Plan Balance. Your scheduled payments under Your Install-/t Payment Plan will be added to the other amounts owed on Your Account each month and You will be expected to make only a single payment to Your Account each month, as described in the Minimum Payment Calculation section above. The Install-/t Payment Plan payment schedule will be disclosed before You agree to the Install-/t Payment Plan.

Install-/t Payment Plans are offered at the sole discretion of MidFirst and We are under no obligation to offer an Install-/t Payment Plan for any particular transaction or Account.

**Terminology:** You may see other terminology related to Your Install-/t Payment Plan on Your statement or in online banking. Terms such as "Plan" or "Payment Plan" reference the Install-/t Payment Plan as described in this document and used interchangeably with that term.

## 9. OTHER PROVISIONS

### CARDHOLDER BENEFITS AND REWARDS:

We may provide You with the opportunity to earn cardholder benefits and rewards with respect to Your Account. If We do, We will separately provide You with the terms and conditions applicable to these opportunities. If there is any rewards membership fee on Your Account, it will be outlined in Your rewards terms and conditions document and will be charged to Your Account as a Purchase. Cardholder benefits and rewards are subject to change or termination without notice. Cardholder benefits and rewards also may be provided by third parties; We are not liable for such benefits or rewards or for the actions or omissions of those third parties.

**COMMUNICATIONS WITH YOU AND OTHERS (including credit bureaus):** We may call or email You (using live operators, automatic dialing devices, and/or recorded messages) at home or work and those calls or emails will not be considered unsolicited. If You provide a mobile phone number to Us, either on the application or to a representative, You expressly agree and consent that We (or third parties on Our behalf) may contact You (including for collection purposes) at that mobile phone number through telephone calls or through mobile text messages, and represent that You have the authority to agree and consent to such contacts. You acknowledge that such consent is applicable even if You are charged by Your service provider for Our communications to You. We may monitor or record any calls We make or receive. If You provide Us with an email address, either on the application or to a representative, or if You send Us an email, You agree that We may contact You (including for collection purposes) at that email address. 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. We may make inquiries of third parties in connection with maintaining and collecting Your Account, and You authorize such third parties to release information about You to Us. You agree to notify Us of any change in Your mailing address at least 10 days before such change. We may, in Our discretion, accept address corrections from the United States Postal Service. If mailed, notices to You shall be considered given when We include the notice on or with Your Billing Statement, or when We deposit the notice in the U.S. mail addressed to the most recent address We have for You.

**TRANSFERS:** We may transfer all or part of Your Account balance, along with Our rights under this Agreement, to another person or entity. That person or entity will then be entitled to enforce Our rights under this Agreement. You may not transfer Your rights or obligations under this Agreement.

**GOVERNING LAW:** Federal law and the law of Oklahoma will govern the interpretation and enforcement of this Agreement regardless of conflict of law principles. If there is any conflict between any of the terms and conditions of this Agreement and applicable law, this Agreement will be considered changed to the extent necessary to comply with applicable law.

**ENTIRE AGREEMENT AND SEVERABILITY:** This Agreement, as modified by any change in terms We may provide, supersedes any prior communications between You and Us. Any invalid or unenforceable provision of this Agreement will not affect whether any other provision is valid or enforceable.

**SECTION HEADINGS AND SUMMARIES:** The section headings and summaries provided in this Agreement are provided only for Your and Our convenience. The section headings and summaries do not define or describe the entire scope or intent of any portion of this Agreement.

## 10. CLAIMS AND ARBITRATION OF DISPUTES

**Notwithstanding any other provision of this Agreement, if You are a "covered borrower" under the Military Lending Act, as defined in 32 CFR § 232.3(g), the provisions of this "Claims and Arbitration of Disputes" section of the Agreement shall not be construed as applying to You or Your Account to the extent inconsistent with the Military Lending Act.**

**"CLAIMS" AND RELATED DEFINED TERMS:** When this Agreement refers to a "Claim" it means any pre-existing, present or future claim, dispute or controversy that arises from or in any way relates to: (a) this Agreement, any prior Cardholder Agreement, Your Account, the credit We offer or deny to You in connection with Your Account, any advertising or application for Your Account, or the benefits, rewards or other products or services that are offered in connection with Your Account; or (b) the acts or omissions of You, of Us, or of Your Related Parties if those acts or omissions affect or relate to Your Account or any benefits, rewards or other products or services related to Your Account. Claims include, but are not limited to, claims based on contract and tort (including intentional torts), claims made in law or in equity, claims based on constitutional, statutory, regulatory and common law rights, and claims for damages, penalties and injunctive, declaratory or equitable relief. When the term "You" is used in this provision on "Claims" or in the provisions on "Limitations on Claims" or "Arbitration," that term means You and any of the following people who will be considered "Your Related Parties": any co-applicant, co-signer, joint cardholder, authorized user or guarantor on Your Account, Your heirs and Your trustee in bankruptcy. References to "Our Related Parties" in this Agreement includes affiliated third parties such as Our parent, subsidiaries, and affiliates and Our and their officers, directors,

agents, employees, representatives, successors and assigns. "Our Related Parties" also include unaffiliated third parties that provide products, services or benefits (to You or to Us) in connection with Your Account or that have otherwise participated in the marketing or servicing of Your Account. Any Claim or Claims brought by or on behalf of a class, brought in a representative capacity or otherwise on a class basis, or brought in the form of a private attorney general action are referred to as "Class Proceedings" regardless of whether they are commenced in court or in arbitration.

**LIMITATIONS ON CLAIMS/NOTICE AND CURE:** Before We bring a Claim against You, We must notify You in writing of Our Claim, including the amount of the Claim. If We have a Claim based on a payment obligation that You may have to Us: (1) Our notification requirement will be considered satisfied by sending You a Billing Statement within the time required by applicable law and regulation; and (2) You will be afforded the period of time allowed by this Agreement and applicable law to make the payment before We commence court proceedings or arbitration. If You have a Claim against Us, You may send us a written "Dispute Claim Notice" prior to initiating a Claim. In order for a Dispute Claim Notice to be valid and effective, it must: (a) state Your name, address and Account number; (b) be signed by You; (c) describe the basis of Your Claim and the amount You would accept to resolve the Claim; (d) state that You are exercising Your rights under the "Notice and Cure" paragraph of the Arbitration Provision; and (e) be mailed to Us at MidFirst Bank, PO Box 268879, Oklahoma City, OK 73126-8879, Attn: Dispute Claim Notice. This is the sole and only method by which You can submit a Dispute Claim Notice. You must give us a reasonable opportunity, not less than 30 days, to resolve the Claim before You commence court proceedings or arbitration.

You and We both agree, to the fullest extent allowed by law, that: (i) Claims will not under any circumstances be pursued in Class Proceedings; (ii) We waive the right to bring or to participate in Class Proceedings against You; and (iii) You waive the right to bring or to participate in Class Proceedings against Us. If some other person initiates a Class Proceeding against You, We may not join that proceeding or participate as a member of that class. If some other person initiates a Class Proceeding against Us, You may not join that proceeding or participate as a member of that class. This paragraph is referred to below as the "Class Action Waiver."

#### **ARBITRATION:**

**THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY:**

**WITH LIMITED EXCEPTIONS, THIS ARBITRATION PROVISION ALLOWS EITHER PARTY TO REQUIRE THAT ANY "CLAIM" (AS DEFINED ABOVE) BE RESOLVED BY BINDING ARBITRATION. YOU MAY REJECT THE ARBITRATION PROVISION BY SENDING US WRITTEN NOTICE WITHIN 45 DAYS AFTER YOUR FIRST PURCHASE, AS DESCRIBED BELOW.**

**ARBITRATION REPLACES THE RIGHT TO GO TO COURT AND TO HAVE A CLAIM DETERMINED BY A JURY. OTHER RIGHTS YOU MAY HAVE IN COURT, SUCH AS DISCOVERY OR APPEAL RIGHTS, MAY NOT BE AVAILABLE OR MAY BE MORE LIMITED IN ARBITRATION. EXCEPT AS PROVIDED BELOW, THOSE OTHER RIGHTS ARE WAIVED.**

**YOU WILL NOT BE ABLE TO DO THESE TWO THINGS (IN COURT OR IN ARBITRATION): (1) BRING A CLAIM AS A CLASS ACTION OR IN A REPRESENTATIVE CAPACITY; OR (2) PARTICIPATE IN A CLAIM AS A CLASS MEMBER.**

Except as provided below: (1) You may unilaterally choose to have any Claim that We bring against You resolved through binding arbitration; and (2) We may unilaterally choose to have any Claim that You bring against Us (or Us and any of Our Related Parties) resolved through binding arbitration. If You assert a Claim against any of Our Related Parties, but You do not also assert that Claim against Us, the Related Party (or whoever will be defending the Related Party) may unilaterally choose to have that Claim resolved through binding arbitration. If a court proceeding is commenced, the party that commenced that court proceeding may unilaterally choose to have any counterclaim, cross-claim, or third party claim brought in that proceeding resolved through binding arbitration. **If a party chooses to have a Claim resolved by arbitration pursuant to this arbitration provision, neither You nor We will have the right to litigate that Claim in court, have a jury trial on that Claim, or engage in pre-arbitration discovery, except as provided for in the applicable Arbitration Rules of the selected Arbitrator(s) and as otherwise set forth in this arbitration provision.**

"Ordinary Claims" are not subject to this arbitration provision and may be resolved through litigation. A Claim will be considered an "Ordinary Claim" if the Claim is filed by You or Us in a small claims court, so long as (1) the Claim is within the scope of its jurisdiction; (2) the Claim remains in such court; and (3) the only parties to litigation to resolve the Claim will be You, Us and/or Related Parties.

Arbitrations shall be conducted by one or more impartial arbitrators (the "Arbitrator(s)"). An Arbitrator must be a lawyer with at least ten years of experience or a retired judge.

Arbitrations shall be conducted through a national arbitration organization with reasonable experience in financial and consumer disputes (referred to as an "Administrator"). Arbitration may be commenced in accordance with the Rules of the chosen Administrator. Rules and forms may be obtained from, and Claims may be filed with, JAMS at 620 Eighth Avenue, 34th Floor, New York, New York 10018, or [jamsadr.com](http://jamsadr.com); or the AAA at 335 Madison Avenue, Floor 10, New York, New York 10017, or [adr.org](http://adr.org). More information regarding arbitration procedures and arbitration rosters also may be obtained from JAMS or the AAA at the addresses or websites above. If neither such Administrator is available to conduct a consumer credit card-related arbitration, the Administrator shall be the one mutually agreed upon by You and Us. Arbitration through an Administrator shall be conducted in accordance with the arbitration rules and procedures of the Administrator, which are applicable and in effect when the Claim is initiated (the "Arbitration Rules"). For Arbitrations with an Administrator, the Administrator shall provide and designate a listing of potential Arbitrators to conduct the arbitration. The Arbitrator shall be selected from the Administrator's listing and will be the Arbitrator(s) mutually agreed upon by You and Us.

Or, if You and We agree, the arbitration shall proceed by an Arbitrator without an Administrator. Arbitration without an Administrator shall be conducted in accordance with the rules and procedures of the American Arbitration Association ("AAA") in effect when the Claim is initiated, with the Arbitrator taking the place of the AAA therein (also, the "Arbitration Rules"). For arbitrations without an Administrator, the Arbitrator(s) shall be mutually agreed upon by You and Us.



If the Arbitration Rules are inconsistent with this arbitration provision, this provision will prevail. Arbitrations may be initiated pursuant to the Arbitration Rules. You or We may choose to have an arbitration hearing. You and We may be represented by counsel throughout any arbitration. For Claims of \$10,000 or less which are not pursued in small claims court, You may choose whether the Arbitration proceeds in person, by telephone or without a hearing based only on the submissions made by You and Us. If You want to have a hearing in person, You have the right to have the hearing conducted in Your hometown area which shall not be outside the county in which You are billed. You and We agree to exchange such non-privileged information as the Arbitrator shall require. The decision of the Arbitrator(s) will be final and binding. Any final decision of the Arbitrator(s) is subject to judicial review only as set forth in the Federal Arbitration Act. Judgment upon an award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

If there is a dispute as to whether any claim, dispute or controversy is a "Claim" subject to this provision, that dispute shall be resolved solely by the Arbitrator(s) (except as noted below with reference to Class Proceedings and except that a court may decide whether a Claim is an Ordinary Claim).

An arbitration pursuant to this provision may decide only Your Claims, Our Claims or Claims of Related Parties. The Arbitrator(s) shall have no authority to entertain or determine Class Proceedings. If the Arbitrator(s) decide they have authority to entertain or determine any Claim brought in a Class Proceeding, that decision may be appealed to a court of competent jurisdiction. If, despite this Agreement, Class Proceedings are allowed, those proceedings shall be conducted only in a court of competent jurisdiction. The claims of other persons who may (or may not) have similar claims may not be consolidated with any Claim. No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. The only Claims that may be joined under this arbitration provision are (1) those brought by Us and Our Related Parties against You and Your Related Parties; or (2) those brought by You and Your Related Parties against Us and Our Related Parties.

The Arbitrator(s) shall have the authority to award any remedy under applicable state or federal law, including punitive damages.

An Arbitrator's award will consist of a written statement stating the disposition of each Claim. The award will also provide a concise written statement of the essential findings and conclusions on which the award is based.

If any portion of this arbitration provision shall be found to be unenforceable, that portion will be severed, and the rest of this arbitration provision will remain in effect. However, if the Class Action Waiver is held to be invalid with respect to any Class Proceeding, the entire arbitration provision shall be null and void.

We will reimburse You for the initial arbitration filing fee up to \$350 upon receipt of proof of payment, provided that You have initiated an individualized proceeding in good faith and in accordance with this Agreement and provided that You have not initiated Your proceeding in concert with any other cardholder(s). If, and only if, (i) You submit a Dispute Claim Notice in accordance with this paragraph on Your own behalf (and not on behalf of any other party); (ii) You cooperate with Us by promptly providing the information We reasonably request; (iii) We refuse to provide You with the relief You request before an arbitrator is appointed; and (iv) the matter then proceeds to arbitration and the arbitrator subsequently determines that You were entitled to such relief (or greater relief), You will be entitled to a minimum award of at least \$10,000 and Your reasonable attorney fees and costs. We encourage You to address all Claims You have in a single Dispute Claim Notice and/or a single arbitration. Accordingly, this \$10,000 minimum award is a single award that applies to all Claims You have asserted or could have asserted in the arbitration, and multiple awards of \$10,000 are not contemplated. All other fees will be allocated in keeping with the applicable Arbitration Rules and applicable law. We will also advance or reimburse other fees if the Administrator or Arbitrator(s) determine there is good reason for requiring Us to do so or if You ask Us and We determine there is good cause for doing so. Except as provided above, each party will bear the expense of the fees and costs of that party's own attorneys, experts, witnesses, documents and other expenses, regardless of which party prevails.

**You may reject this arbitration provision by sending a written rejection notice to Us at: MidFirst Bank, PO Box 268879, Oklahoma City, OK 73126-8879.** Your rejection notice must be mailed within 45 days after the date of Your first Purchase transaction. Your rejection notice must state that You reject the arbitration provision and include Your name, address, Account number and personal signature. No one else may sign the rejection notice. If Your rejection notice complies with these requirements, this arbitration provision and any other arbitration provisions in the cardholder agreements for any other currently open MidFirst credit card accounts You have will not apply to You, except for any claims subject to pending litigation or arbitration at the time You send Your rejection notice. Rejection of this arbitration provision will not affect Your other rights or responsibilities under this Agreement. Rejecting this arbitration provision will not affect Your ability to use Your card or any other benefit, product or service You may have with Your Account.

This arbitration provision shall survive repayment of Your extension of credit, changes to Your Account and this Agreement (although this provision itself may be changed in accordance with the Important Notice Regarding Changes in Terms provision), Our assignment of Your Account, the issuance of a new credit card, the transfer of the balance in one credit account to another, Your or Our termination of the Account and the bankruptcy (or similar proceeding) of any party.

This arbitration provision is made in connection with a transaction involving interstate commerce and shall be governed by and enforceable under the Federal Arbitration Act, 9 U.S.C. §§ 1 through 16, as amended. The Arbitrator(s) shall apply applicable substantive law consistent with the Federal Arbitration Act, the National Bank Act and OCC regulations and applicable statutes of limitations, and shall honor claims of privilege recognized at law.

## **11. YOUR BILLING RIGHTS KEEP THIS NOTICE 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 billing statement, write to Us at:

In Your letter, provide Us with the following information:

- Account Information: Your name and Account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of the 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 access line.

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 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 on a separate sheet at:

MidFirst Bank  
P.O. Box 54370  
Oklahoma City, OK 73154-1370

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.