

Security BankCard Center, Inc.
Arvest Bank, Fayetteville, Arkansas
MasterCard®/VISA®
CARDHOLDER AGREEMENT AND
DISCLOSURE STATEMENT

You have applied to us for the Credit Card(s) attached to the card mailer enclosed herewith. By signing, using, retaining or permitting others to use the Credit Card(s), you agree to all the terms and conditions of this VISA®/MasterCard® Cardholder Agreement and Disclosure Statement ("Agreement").

IMPORTANT: You should immediately sign each Credit Card. If you do not wish to be bound by this Agreement, you must cut in half all Credit Cards we have sent you and return the pieces to us at Security BankCard Center, Inc., P.O. Box 6139, Norman, Oklahoma 73070. Unless you do so, you will have accepted this Agreement.

The term "Credit Card" used herein means the VISA® or MasterCard® Credit Card or Cards attached to the card mailer and enclosed with this Agreement and any other Credit Cards issued to you pursuant to your Application. The words "you" and "your" when used herein refer to each person who signed the Application for the enclosed Credit Card. If we issue you a joint account, both applicants agree to be jointly and severally bound by the terms of this Agreement.

That means that we can enforce our rights under this Agreement against any of you individually, against some of you, or against all of you together.

The words "we," "our" and "us" refer to Arvest Bank, Fayetteville, Arkansas, which is the issuer of your Credit Card, even if the name of another bank appears on the Credit Card. The Credit Card(s) is/are issued by us through our processing subsidiary, Security BankCard Center, Inc.

By signing, using, retaining or permitting others to use the Credit Card, you agree as follows:

CARDHOLDER AGREEMENT

1. Responsibility for Credit Extensions. You agree to assume responsibility for all credit extended by us on the basis of the authorized use of the Credit Card. You may use the Credit Card to make purchases ("Purchases") of merchandise and services from businesses displaying the sign of the Credit Card issued to you. For Purchases, the merchant will prepare a sales draft or retail charge agreement. We will buy or accept assignments of these drafts and agreements if they comply with applicable operating procedures. You may use the Credit Card to obtain loans and other cash advances ("Cash Advances") from us and other financial institutions honoring the Credit Card, upon compliance with required customary procedures. We are not responsible for the refusal by anyone to honor the Credit Card. You may receive a Cash Advance by using one of the convenience checks that we may send you from time to time. You may also transfer balances from your other credit cards not issued by us to your account ("Balance Transfer"). The convenience checks and your Balance Transfers are subject to your Credit Limit (as hereinafter defined).

2. Payments. You agree to pay, at such place as we designate, obligations evidencing all credit extensions by us and all finance/interest charges ("Finance Charges") but identified on your monthly statements as "Interest Charges" and other charges, if applicable, in accordance with the current account terms and payment schedule as set forth in this Agreement and on the back of the card mailer, as the same may from time to time be amended and disclosed to you.

3. Monthly Statements. We will bill you on a monthly basis by mailing or, at your option, electronically delivering to you a monthly statement ("Monthly Statement") on a date selected by us for all debit or credit balances or if a Finance Charge is imposed through use of the Credit Card. You agree to examine each Monthly Statement upon receipt and to notify us immediately of any charge or item that you believe to be in error or subject to dispute. (See Section 13 of the Initial Disclosure Statement below for a description of your billing rights).

4. Minimum Monthly Payment. You may pay your account in full during any billing cycle by paying the entire new balance ("New Balance") as shown on the Monthly Statement. You may pay less than the entire New Balance but not less than the minimum payment due shown on your Monthly Statement ("Minimum Payment Due"), unless we have declared your entire outstanding balance immediately due and payable as provided in Section 11 of this Cardholder Agreement. Normally, the Minimum Payment Due will be the greater of \$20.00 or 3% of the New Balance. We may round the amount of the Minimum Payment Due to the nearest dollar. If any Other Charges (as those fees are described in the Initial Disclosure Statement below) have posted to your account, any applicable fees will be included in your New Balance for purposes of calculating the Minimum Payment Due. If there are any amounts shown as being past due on your Monthly Statement ("Past Due Amounts") or if you have exceeded your Credit Limit, the Minimum Payment Due will include the amount determined by the normal Minimum Payment Due calculation plus (a) all Past Due Amounts, and (b) the amount of any credit extended in excess of your Credit Limit. However, if your New Balance is less than \$20.00, you pay only the balance owed. You must pay at least the Minimum Payment Due by the payment due date shown on your Monthly Statement ("Payment Due Date"), which is at least 25 days after the statement closing date shown on your Monthly Statement ("Statement Closing Date"). You agree to pay a late payment fee ("Late Payment Fee") if you do not pay at least the Minimum Payment Due on or within 10 days after the Payment Due Date. Please be advised that paying only the Minimum Payment Due will extend the time it takes you to pay off your outstanding balance.

5. Application of Payments. All payments, if received prior to 5:00 p.m. Central Standard Time, shall be considered made on the date received at the payment address shown on your Monthly Statement. Except as otherwise provided by applicable law, if payment is received after 5:00 p.m. Central Standard Time on any date, payment will be

deemed to have been received the following banking day. If the Payment Due Date falls on Saturday, Sunday or a holiday, the payment needs to be in our office by the next business day. If payment is made at any location other than the designated address, credit for such payment may be delayed up to 5 days, and finance charges will accrue for the period between receipt and crediting of payments.

We reserve the right to apply payments in any manner we choose provided that we comply with all applicable federal and state laws. Generally, we will credit the amount of your payment equal to the Minimum Payment Due first to any Finance Charges and Other Charges posted to your account and then, if your account has balances with difference Annual Percentages Rates ("APRs"), to the balances with the lowest APRs in descending order. We will credit any payments in excess of the Minimum Payment Due to balances with higher APRs before balances, if any, with lower APRs. If you pay more than the entire outstanding balance of your account, we will credit the excess to your account unless you request that we send you a check for the amount of the excess payment. Although credit for payments will not be affected, we may, in our sole discretion, delay increasing your available credit balance for up to 10 days following receipt of payment.

6. Credit Limit. The maximum amount of credit that may be outstanding on your account at any time (the "Credit Limit") will be shown on your Monthly Statement. We may, at our option and in accordance with all applicable laws, increase or decrease your Credit Limit at any time. You agree that you will not use or permit others to use the Credit Card to obtain credit if such use would cause the outstanding balance of your account to exceed your Credit Limit. Unless you request otherwise, we may decline any transaction that causes your outstanding balance to exceed your Credit Limit. If you want us to recognize transactions and extend credit to you in excess of your Credit Limit, you can request Over-the-Credit Limit coverage and agree to pay an Over-the-Credit Limit Fee (See Section 5.3 of the Initial Disclosure Statement). You agree to pay, on the earlier of demand or the Payment Due Date, all credit extended in excess of your Credit Limit.

7. Cancellation and Revocation of Credit Card. You agree that the Credit Card is and remains our property at all times. We may cancel, revoke or refuse to re-issue your Credit Card or modify all or any part of your Credit Card privileges at any time, with or without cause, upon notice. If your Credit Card is cancelled, you promise to cut your Credit Card in half for safety and return the pieces to us immediately.

8. Restrictions on Use of Expired or Revoked Credit Card. You must not use or permit others to use the Credit Card after it has expired or been cancelled or revoked by us. You agree to surrender any expired, cancelled or revoked Credit Card upon our demand or upon demand of any person or financial institution to whom you have presented the Credit Card.

9. Loss or Theft of Card. You agree to notify us in writing if the Credit Card is lost or stolen or if you suspect it is being used without your permission. Telephoning us will reduce the chances of a loss. You may call us at 1-800-356-8085.

10. Default. You will be in default under the terms of this Agreement upon the occurrence of any of the following events: (a) your failure to pay when due any amount owing under this Agreement or any other loan agreement you may have with us; (b) your failure to comply with any other terms and conditions of this Agreement or any other loan agreement you may have with us; (c) your death, insolvency or bankruptcy; (d) the appointment of a receiver for, or the attachment, levy or garnishment of, your property, assets or income; or (e) our deeming ourselves to be insecure as to your ability to pay your account.

11. Accelerations of Entire Balance. If any of the defaults specified in Section 10 above should occur, we may, at our option, declare the entire outstanding balance of your account immediately due and payable, without notice. If you fail to pay the entire outstanding balance on demand, you agree to pay a reasonable attorney's fee not in excess of 15% of the unpaid balance after your default and referral by us to an attorney who is not our salaried employee, provided that you will not be responsible for any such attorney's fees unless the unpaid balance is greater than the amount established from time to time by the Administrator of the Oklahoma Department of Consumer Credit.

12. Notices. Any notices required to be given by us to you shall be deemed given when deposited in the U.S. mail, postage prepaid, addressed to you at the address shown on our records. You agree to notify us promptly of any changes in your address. You may notify or contact us for reasons other than making a payment or regarding a billing error at: Security BankCard Center, Inc., P.O. Box 6139, Norman, Oklahoma 73070. We can accept changes of address from the U.S. Postal Service.

13. Amendments. We have the right to amend this Agreement at any time upon written notice to you, subject to any applicable state or federal notice requirements. Any joint account holder has the ability to add additional authorized users to the account and/or request other changes to the account from time to time upon request to us. Any change in account terms or amendments to this Agreement shall apply both to any Purchases or Cash Advances after the effective date of such change.

14. Credit Investigations. You authorize us to make or cause to be made such credit investigations as we deem necessary or appropriate to evaluate your credit, personal or financial standing and employment. You further authorize us to share our credit experiences with you with other creditors and credit reporting agencies. We may share information regarding your late payments, missed payments, or other defaults on your account, all of which may be reflected in your credit report.

15. Assignment. We have the right to assign to others any amounts you owe us. We also reserve the right to assign and transfer to others our rights under this Agreement. You may not assign your rights or obligations under this Agreement.

... CONTINUED ON REVERSE SIDE

INITIAL DISCLOSURE STATEMENT

The following information is provided pursuant to the Federal Consumer Credit Protection Act and the Oklahoma Uniform Consumer Credit Code and constitutes a part of the Agreement:

1. Finance Charges for Purchases. If you pay your New Balance shown on each monthly statement in full by the Payment Due Date, no Finance Charge will be imposed on Purchases. If you do not pay your New Balance in full by the Payment Due Date, a Finance Charge will be imposed on Purchases, determined by multiplying your "average daily balance" by the Periodic Rate (as hereinafter defined).

2. "Average Daily Balance" for Purchases, Cash Advances and Balance Transfers (including new Purchases, Cash Advances and Balance Transfers). We figure the Finance 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 (any credit balance is treated as a "0" balance), add any new purchases and cash advances, and subtract any unpaid Finance Charges, any applicable fees 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."

3. Finance Charges on Cash Advances and Balance Transfers. You pay a Finance Charge on all Cash Advances and Balance Transfers from the transaction date to the day the full payment is posted to your account. If you pay your Cash Advance and all Balance Transfers in full, Finance Charges that you owe for the period from the last cycle Statement Closing Date to the date payment is credited will appear on your next Monthly Statement. The Finance Charge on Cash Advances and Balance Transfers will be determined by multiplying your "average daily balance" for Cash Advances and/or Balance Transfers, as applicable, by the Periodic Rate.

4. Periodic Rate. Unless an introductory rate is in effect, the **ANNUAL PERCENTAGE RATE ("APR")** and Periodic Rate which will be used to determine your FINANCE CHARGE on any outstanding balance not paid by the Payment Due Date will be a variable rate that will either increase or decrease with changes in an index tied to the U.S. Prime Rate (the "Periodic Rate"). Any increase in the APR could result in an increased payment amount and/or an increase in the number of payments it will take to pay the balance due. We will determine monthly the variable APR applicable to your account for Purchases, Cash Advances and Balance Transfers as set forth on the back of the card mailer. Please see the back of the card mailer for details regarding the APR and Periodic Rate applicable to your account. The APR shall in no event exceed 21% per annum. If there is a change in the APR, that change will be effective on the first day of your next billing cycle.

5. Other Charges. Your account will be subject to Other Charges as follows:

5.1 Annual Fee: NONE.

5.2 Returned Check Fee. A fee of up to \$25.00 will be charged to your account each time a check, an automatic deduction from your account with a designated financial institution, or some other form of electronic payment used by you is returned unpaid.

5.3 Over-the-Credit Limit Fee. Unless you request otherwise, we may decline any transaction that causes you to exceed your Credit Limit. If you want us to authorize these transactions, you can request Over-the-Credit Limit coverage. If you choose Over-the-Credit Limit coverage and exceed your Credit Limit, we will charge you a fee of up to \$25.00. You will only pay one fee per billing cycle even if you exceed your limit multiple times in the same cycle. Even with Over-the-Credit Limit coverage, we may still decline, in our sole discretion, a transaction that would cause you to exceed your Credit Limit.

5.4 Cash Advance Fee. In addition to paying a Finance Charge on all Cash Advances, a fee of 4% of the amount advanced, subject to a minimum of \$4.00, will be charged to your account each time cash is advanced. Cash Advances, in the aggregate, may not exceed 50% of your Credit Limit.

5.5 Late Payment Fee. If you do not pay at least the Minimum Payment Due on or within 10 days after the Payment Due Date, a Late Payment Fee of up to \$20.00, but in no event to exceed the amount established from time to time by the Administrator of the Oklahoma Department of Consumer Credit, will be charged.

6. Security Interest. No security interest is being taken by us in any of your property to secure your payment or performance of this Agreement unless we required you to grant us a security interest in a certificate of deposit or other property as a condition of our issuance of the Credit Card to you.

7. Liability for Unauthorized Use. If you notice the loss or theft of your Credit Card or a possible unauthorized use of your Credit Card, you should write to us immediately at: P.O. Box 6139, Norman, Oklahoma 73070, or call us at 1-800-356-8085. You may also contact us on the Web at: www.securitybankcard.com. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Credit Card(s).

8. Invalidity. If one or more provisions of this Agreement are declared invalid or unenforceable, the remaining conditions and terms will stand on their own and will not be affected.

9. Returns and Refunds. Cash refunds are not allowed for returned Purchases made on your account. Instead, you will receive a credit to your account for the amount of the return. This credit will be filled out by the seller of the goods and services who will give you a copy. It is the seller's responsibility to promptly deliver the credit to us so we can credit your account. We are not responsible for the seller's failure to deliver the credit promptly.

10. Applicable Law. This Agreement and all transactions under it will be governed by, and construed in accordance with, the laws and applicable regulations of the State of Oklahoma and the United States. You will not be held liable for Finance Charges or Other Charges greater than the maximum allowed by the law that applies.

11. Foreign Exchange/Currency Conversion. If you use your Credit Card for Purchases, Cash Advances and credits in a currency other than U.S. dollars, the transactions will be converted to U.S. dollars, generally using either a (i) government-mandated rate or (ii) wholesale market rate in effect the day before the transaction processing date, increased by one percent (1%). If the credit has a different processing date, then the exchange rate of the credit can be greater/less than that of the original transaction. The currency conversion rate on the day before the transaction processing date may differ from the rate in effect at the time of the transaction or on the date the transaction is posted on your account. You agree to accept the converted amount in U.S. dollars.

12. Illegal Transaction. Your Credit Card may not be used for any illegal transaction.

13. NOTICE. See below for Important Information Regarding Your Rights to Dispute Billing Errors.

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 statement, contact us *in writing* to us at: Security BankCard Center, Inc., P.O. Box 6139, Norman, Oklahoma 73070 or *electronically* on the Web at: www.securitybankcard.com. In your communication, give us the following information:

- *Account information:* Your name and account number.
- *Dollar Amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing* or *electronically*. You may call us, but if you do we are not required to investigate any potential errors, and you may have to pay the amount in question.

What Will Happen After We Receive Your Written or Electronic Communication

When we receive your communication, we must do two things:

1. Within 30 days of receiving your communication, we must tell you that we received it. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your communication, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

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

If you receive our explanation but still believe your bill is wrong, you must contact us *in writing* or *electronically* 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, Teller or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Security BankCard Center, Inc., P.O. Box 6139, Norman, Oklahoma 73070, or *electronically* at www.securitybankcard.com. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

IF YOUR CREDIT CARD IS LOST OR STOLEN, PLEASE CALL US AS SOON AS POSSIBLE AT 1-800-356-8085.

Arvest Bank, Fayetteville, Arkansas