# Arvest Spending Card Agreement, Terms and Conditions

This Cardholder Agreement ("Agreement") governs the use of your Arvest Spending Card that has been issued to you. Please read it carefully and keep it for your records.

Please sign your Arvest Spending Card immediately upon receipt. By signing the reverse side of your Arvest Spending Card or using your Arvest Spending Card, you agree to be bound by the terms and conditions of this Agreement.

**Definitions**: (1) "We," "us," "our," "ours" means Arvest Bank; and "you," "your" and "Cardholder" means anyone to whom we have issued an Arvest Spending Card in conjunction with the Arvest Spending Card Program; (2)"Card" or "Arvest Spending Card" means the prepaid Visa® debit card issued to you by us that may be used by you (or by anyone authorized by you) to access the funds that from time to time constitute your Card Balance by the means described in this Agreement; (3) "Arvest Spending Card Program" or "Program" means the prepaid Visa® card program provided to you by Arvest Bank and operated according to the terms and conditions described in this Agreement as amended from time to time, pursuant to which you have received the Arvest Spending Card; (4) "Card Balance" means the amount of funds that we hold for your use from time to time that you (or anyone authorized by you) may access with your Arvest Spending Card, (and where required, your PIN), consisting of the funds loaded to your Arvest Spending Card reduced by: (a) The total amount of all purchases and cash withdrawals made with your Arvest Spending Card, (b) Preauthorized Payments, (c) all fees we may charge in connection with the Program or the issuance or use of the Card, (d) such amount representing the unused prepaid value associated with your Card that we may be required by law to remit to a state authority as abandoned property or that we may be required by law to pay to a third party, (e) the amount of any payment that we make to you or your legal representative representing the unused prepaid value associated with your Card; (5) "Card Transaction" means any transaction using the Card, including but not limited to the purchase of goods and services at retail merchants, including via the Internet and telephone, and the withdrawal of cash at an automated teller or cash-dispensing machine ("ATM"); (6) "Visa" means Visa, U.S.A, Inc.; and (7) "PIN" means the secret personal identification number assigned to your Card. The use of the Card and your rights under this Agreement are subject to the rules of Visa and of the electronic funds transfer systems that process transactions initiated with the Card. You agree to be bound by those rules as they may exist from time to time; (8) "Inactive" means a period of time with no purchases, cash withdrawals or card loads. The assessment of service charges is not considered activity for purposes of determining the length of inactivity.

**Nature of the Card**. The Arvest Spending Card is a reloadable prepaid debit card and is NOT a credit card account. The Card is issued by Arvest Bank pursuant to a license from Visa U.S.A. Inc. This card is the property of Arvest. Arvest grants the Cardholder a limited license to use the Card solely in the furtherance of the purposes of this Agreement. Arvest may terminate this license and the right to access the funds loaded thereon at any time without prior notice to the Cardholder. Upon termination of the license, the Cardholder will surrender the Card to Arvest on demand. The Arvest Spending Card is not for resale. By your application for an Arvest Spending Card, you acknowledge and agree that the value available on the Card is limited to the funds that you have loaded onto the Card or have been loaded onto the Card on your behalf. Interest does not accrue on any amount of funds loaded on this Card.

**Cardholder Status and Liability:**
An Arvest Spending Card may be issued individually or jointly to a maximum of two Cardholders. If a Card is issued jointly, only one Card will be issued and only one name will be printed on the card. Joint ownership will authorize either Cardholder to load funds on to the Card and to access Card transaction and history information. Card Transactions, including purchases and cash withdrawals, can only be completed by the Cardholder whose name appears on the Card. Joint Cardholders will be "joint tenants with right of survivorship." Each Cardholder understands that fees and Card Transactions may be assessed against the Card that exceed the amounts loaded on the Card. Each Cardholder agrees to be liable for all fees and for any Card Transaction assessed against the Card to the extent that there are not sufficient funds to cover the fees or the Card Transaction whether or not the particular Cardholder initiated the Card Transaction.

**Legal Process:**
The funds loaded on to the Card are subject to any legal process (such as levy, garnishment, attachment or execution) served on Arvest in the name of any Cardholder.

**PIN:**
The customer will choose a PIN at the time of purchase. The PIN can be changed at any time by calling any one of the Arvest Bank's automated call centers (See list of numbers below) or by going into the most convenient Arvest Bank location available.

| | |
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| Rogers, Arkansas | 1-800-430-7237 |
| Bentonville, Arkansas | 1-888-271-1400 |
| Fayetteville, Arkansas | 1-800-579-0741 |
| Springdale, Arkansas | 1-800-579-0741 |
| Siloam Springs, Arkansas | 1-877-738-8256 |
| Little Rock, Arkansas | 1-866-905-9898 |
| Ft. Smith, Arkansas | 1-866-903-9898 |
| North Central Arkansas | 1-866-449-2224 |
| Oklahoma City, Oklahoma | 1-877-801-5094 |
| Shawnee, Oklahoma | 1-877-887-3093 |
| Tulsa, Oklahoma | 1-800-278-2240 |
| Springfield, Missouri | 1-877-885-7277 |
| Joplin, Missouri | 1-800-236-9940 |

**Loading Your Card:**
You may add funds to your Card, at any time. The minimum amount of the initial value load is $25. After the initial load there is no minimum dollar amount for future reloads. The maximum load in any one month period is limited to $5,000. Higher load requests would be subject to prior Arvest approval.

**Initial Loads -** may be performed at any Arvest Bank Location using one of the following methods:

- Cash
- Cashing of an approved Employer Payroll Check or Government issued Check
- Transferring funds from an existing Arvest Savings or Checking account.

**Reloads** – may be performed by one of the following methods:

- Cash
- Cashing of an Employer Payroll Check or Government issued Check
- Transferring funds from an existing Arvest Savings or Checking account.
- Internet funds transfer - by going to (www.arvest.com) and logging into your Card then choosing the transfer option and transferring funds from an existing Arvest Savings or Checking account.
- Direct Deposit from your employer of your salary or wages.
- Direct Deposit from a Government Agency.

**All value loads, payments and transfers made through the use of your Arvest Spending Card or by preauthorized transfer are subject to proof and verification by Arvest. Value loads made after the cutoff time will be credited the following business day.**

**Using your Card:**

Your Arvest Spending Card may be used in the following transaction types:

- To make a purchase everywhere Visa debit cards are accepted.
- To make purchases and to obtain cash back when you make a purchase at any participating merchants that accept Visa debit cards.
- To obtain cash from Arvest ATM's or from participating Visa, Shazam, and Cirrus networks.
- You may use your Arvest Spending Card to obtain $500 (or if less, the amount on your Card) in cash from ATMs each day or to purchase up to $1500 (or if less, the amount on your Card) worth of goods and services (including cash back) in point of sale ("POS") transactions each day.
- Electronic purchases online.
- For point of sale transactions where no personal identification number (PIN) is entered, transaction may be processed as Visa Check Card transactions or they may be processed as PINless transactions on the PULSE network. Merchants must provide you with a clear way of choosing to make a Visa Check Card transaction if they support this option. Please be advised that, if you choose to use PULSE, different terms may apply from those on transactions processed over the Visa network. Certain protections and rights apply only to Visa Check Card transactions will not apply to transactions processed on the PULSE network. For example, while Regulation E will apply to a PULSE transaction, Visa's Zero Liability policy will not.

Your Arvest Spending Card may **NOT** be used for the following transaction types:

- Online Gambling.
- For purposes or transactions prohibited by law.

**Withdrawal Limit:**

The maximum amount you can withdraw from your Spending Card each calendar month is $3,000. This limit is an accumulative total of cash withdrawals and purchases each month.

**You are responsible for all transactions initiated by use of your Card. If you do not have enough value loaded on your Card you can request the merchant to charge a part of the purchase to the Card and pay the remaining amount with cash or another card. These are called "Split transactions". Please be aware that some merchants do not allow cardholders to conduct split transactions.**

**Preauthorizing Payments:**
If you use your Card at an automated fuel dispenser ("pay at the pump"), the merchant may preauthorize the transaction amount up to $75 or more. If your Card is declined, even though you have sufficient funds available, pay for your purchase inside with the cashier. If you use your Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the merchant may preauthorize the transaction amount for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any preauthorization amount will place a "hold" on your available funds until the merchant sends Arvest the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. During the hold period, you will not have access to the preauthorized amount. Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction and any applicable fees.

**Cash Withdrawals:**
When using your Arvest Spending Card you may perform PIN based transactions (POS and ATM) up to $500.00 (or if less, the amount on your Card) and signature required purchases up to $1,500.00 (or if less, the amount on your Card) per business day. If a Non-Arvest ATM (one not owned by Arvest) is used, you will be subject to any applicable fees assessed by that ATM's financial institution or network operator, which could result in charges. Please note that in using a Non-Arvest ATM, some systems charge for a balance inquiry even if you do not complete a transaction. If an Arvest ATM is used for your transactions no fees will be assessed.

If needed, you may choose to make a withdrawal with a teller inside any Arvest Bank location. In doing so, your Card will be reduced by the amount you wish to withdrawal, plus a fee will be applied. See fee schedule.

**Balances:**
You are responsible for keeping track of your Card's available balance. Merchants generally will not be able to determine your balance for you. It's important to know your available balance before making any transaction. You may access your balance by accessing your Card online at www.arvest.com or by calling the local Arvest Bank's automated call center (See list of numbers above) or by going into the most convenient Arvest Bank location available. In the unlikely event that Card Transactions are incurred that exceed the Card Balance, you agree to promptly repay in full the amount of the excess, (including any legal fees and collection costs). We reserve the right to cancel your Card if you attempt to charge goods and services that exceed your Card Balance.

**Statements:**
Statements in electronic format will be made available free of charge by logging into web banking at www.arvest.com and may be accessed 24 hours a day 7 days a week. To access electronic statements you will need access to the Internet, an Arvest Banking on the Net account and Adobe Viewer version 5 or higher or Foxit Reader version 2 or higher. A link for a free download of required software will be provided on Arvest Banking on the Net. Monthly paper statements will NOT be automatically sent to you however, you may request to have a paper statement mailed to you by contacting us at 1-877-618-2648 for an additional monthly fee. Please see fee schedule for this amount.

**Expiration of Card; Refund of Unused Stored Value; Abandoned Property.**
Your Arvest Spending Card shall expire and no longer be valid for use upon the expiration date shown on the face of the Card. Prior to the expiration date on the face of the Card you will receive a replacement Card for your continued use as long as you or Arvest Bank have not cancelled your Card. Upon expiration of your Arvest Spending Card, and in accordance with the Program Rules, you may claim any unused amount (a.k.a. unload) of prepaid value represented by your Card Balance by writing to Customer Service (Arvest Bank, PO Box 1640, Lowell, AR 72745) and requesting a refund of your Card Balance. Please indicate your Card number in your written refund request. Upon receipt of your claim, we will send a check to you in the amount of your Card Balance after deduction of a processing fee and any other fees chargeable to your Card Balance. The check will be sent to the address on record or to any other address you tell us in writing. No refund claim made by anyone other than you or your legal representative will be processed. To allow for the processing of all outstanding transactions performed with the use of your Card, the unused prepaid value represented by your Card Balance that is subject to refund may not be determined for up to forty-five (45) days following the expiration of your Card. If, at any time following the expiration of your Card, we are required to turn over to a state or other governmental authority as abandoned property any unused amount of prepaid value represented by your Card Balance, to the extent permitted by applicable law, we may charge your Card Balance for (i) an allocated share of expenses that we may incur in connection with the publication of any notice that the unused prepaid value represented by your Card Balance will be turned over to a state or other governmental authority as abandoned property, (ii) the postal cost of any notice that we are required to send to you by registered or certified mail, return receipt requested, or by another means of delivery, to inform you that the prepaid value represented by your Card Balance will be turned over to a state or other governmental authority as abandoned property, and (iii) such other amount as shall reimburse us for the handling and processing cost associated with the turnover of the stored value represented by your Card Balance to a state or other governmental authority as abandoned property. The charges referred to in (i) and (ii) of the previous sentence may be charged to your Card Balance even if you submit a claim to us for your Card Balance before we have to turn it over to a state or other governmental authority.

**Inactive, Negative Balance and Zero Balance Cards:**
After 3 months of a zero balance, Arvest will consider a Spending Card closed and will deactivate the card. After 30 days of a negative balance, Arvest will close the Card account and inactivate the card. After one year of inactivity, Arvest Bank will consider a Card with a remaining balance to be dormant. Upon the 13th month of inactivity, your Card will be deactivated and a monthly service charge of $8.00 will be assessed per month until the Card reaches a $0 balance.

**Fee Schedule:**
Charges subject to apply to your Arvest Spending Card.

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| One-time Card Issuance Fee | $6.00 |
| Monthly Maintenance Fee | $3.00 per month |
| ATM Usage Fee-Arvest ATM | $0 |
| ATM Usage Fee-Non Arvest ATM | Standard Rates Apply |
| ATM Balance Inquiry-Arvest ATM | $0 |
| ATM Usage Fee-International | $3.00 per transaction |
| Automated Acct Information Line | $0 |
| Cash unload/withdrawal at teller window | $5.00 per transaction |
| Cash Advance Transaction Fee | $2.00 per transaction |
| Lost/ Stolen Replacement Card Fee | $7.50 |
| Mailed Paper Statement | $1.00 per month |
| Dormant Account Status | $8.00 per month |

**Lost/Stolen Card:**
It is imperative that you notify Arvest at once if you believe or suspect that your Arvest Spending Card has been lost or stolen. Telephoning is the best possible way to keep your losses down. If you tell us within two business days after you learn of the loss or theft of your Card, the maximum limit of loses will be no more than $50.00. However, if you do not tell us within 2 business days after you learn of the loss or theft of your Card, and it can be proven that a fraudulent purchase could have been prevented from taking place if Arvest had been notified in a timely manner, you could lose the total amount of funds available.

If your statement shows transfers that you did not authorize, tell us at once. If Arvest is not notified within 60 days after the statement was made available, the funds may not be returned if it is proven that the fraudulent transaction could have been prevented with proper notification.

Our business days are Monday through Friday. Holidays are not included.

**In case of errors:**
Telephone, write, visit a local branch or e-mail Arvest at once if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after the statement was made available on which the problem appeared.

When contacting to inform Arvest of a dispute, please have the following information included for researching purposes:

- Your full name
- Your Card Number
- Describe the error of the transaction you are unsure about, and explain as clearly as you can why you believe it is in error or why you need more information.
- Tell us the dollar amount, date, and name of merchant (if available) of the suspected error.

If you notify Arvest via telephone call, we may require that you send us your complaint or question(s) in writing within 10 business days. We will research and determine whether an error occurred usually within 10 business days after the dispute has been made.

Please note that although Arvest strives for prompt customer service, there could arise a situation that would require additional time for research to take place. If this happens, then Arvest reserves the right to take up to 45 days to investigate the dispute. If this occurs then your Card will be credited within 10 days for the amount of funds in question for your use during this time frame. If upon completion our research determines that an error did occur then it would be corrected promptly.

If we ask you to put your complaint or question in writing and it is not received it within 10 business days, we may not credit your account.

If we do not complete a transfer to or from your Card on time or in the correct amount according to our Agreement, Arvest will be liable for your losses or damages that are occasioned by Arvest's gross negligence or willful misconduct. In any event, damages will be limited to actual damages in an amount not to exceed the amount that Arvest should have transferred pursuant to your request. In no event will Arvest be liable for incidental or consequential damages..

**Arvest would not be liable if:**

- Through no fault of ours, there are not sufficient funds available on the Card to make the transfer.
- The money on your Card is subject to legal process or other encumbrances restricting the transfer.
- The automated teller machine (ATM) where you are making a transfer does not have enough cash.
- Circumstances beyond our control (such as flood or fire) prevent the transfer, despite reasonable precautions that have been taken.
- The terminal was not working properly and you knew about the breakdown when you started the transfer.
- Incomplete or inaccurate information is forwarded by the United States Treasury or through an automated clearinghouse.

**No Warranty concerning Goods and Services:**
All disputes in regards to any purchases made using an Arvest Spending Card will need to be made with the Merchant who honored the Card. Arvest is not and will not be responsible for the quality, safety, legality, or any other aspect of any goods or services purchased with your Card.

**Knowing our Customer:**
The USA Patriot Act is a federal law that requires all financial institutions to obtain, verify, and record information that identifies each customer who holds a Card. We are required to request your name, current address; social security number or other government issued identifying numbers and date of birth. You may also be asked to provide proof of your identity, such as a valid driver's license, passport (and country of issuance), or other government issued photo identification documenting evidence of nationality and residence. The information you provide may be verified using one of more methods. For instance, we may compare it against public databases of information to determine that it is valid.

**Dispute Resolution.**

**IT IS IMPORTANT THAT YOU READ THIS ENTIRE SECTION VERY CAREFULLY. THIS SECTION PROVIDES FOR RESOLUTION OF DISPUTES THROUGH FINAL AND BINDING ARBITRATION BEFORE ONE NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION.**

**(a) Conditions Precedent to Arbitration**. Before you take a dispute or controversy to arbitration, you must first contact us about the dispute or controversy and give us an opportunity to resolve it. Similarly, before we take a dispute or controversy to arbitration, we must first attempt to resolve it with you. If the dispute or controversy cannot be resolved within 60 days from the date you or we are notified about it, the matter that is in dispute or subject to controversy may proceed to arbitration in accordance with the provisions of this Agreement.

**(b) Agreement to Binding Arbitration**. Each dispute or controversy that arises out of or is related to (a) your Card, or (b) your Card Balance, or (c) any service relating to your Card or your Card Balance, or (d) any matter relating to your or our rights and obligations provided for in this Agreement or any other agreement or instrument relating to your Card or your Card Balance, whether based on statute, contract, tort, fraud, misrepresentation or any other legal or equitable theory, including interest and attorney's fees, where applicable (any "Claim"), must be determined on an individual basis by binding arbitration in accordance with the Federal Arbitration Act

("FAA" Title 9 of the United States Code) under the auspices of the American Arbitration Association ("AAA"). Judgment on an arbitration award may be entered in any Court having jurisdiction. The arbitrator will decide any issue regarding whether a particular dispute or controversy is a Claim that is subject to arbitration. If any part of the relief request is not expressly stated as a dollar amount, the dispute or controversy will not be a Claim that is subject to arbitration.

**(c) Applicable Arbitration Rules**. If the amount in controversy is less than $10,000, the Consumer Arbitration Rules of the AAA will apply. Otherwise, the Commercial Arbitration Rules of the AAA will be applicable. (The Consumer and Commercial Arbitration Rules are sometimes hereinafter collectively referred to as the "Arbitration Rules.") Information about the arbitration process, the Consumer or Commercial Arbitration Rules, the AAA's fees and the nearest AAA Case Management Center is available from the AAA online at www.adr.org. Information about AAA procedures, rules, fees, and nearest offices will also be made available to you by contacting the corporate headquarters of the AAA at 1 800 778 7879.

**(d) Representation**. You may, but you do not have to, hire an attorney to represent you in any arbitration.

**(e) Number of Arbitrators and Qualifications**. Only ONE arbitrator will be selected. Each arbitrator shall be a licensed attorney who has engaged in the private practice of law continuously during the ten (10) years immediately preceding the arbitration or a retired judge of a court of general or appellate jurisdiction.

**(f) Language**. The language of the arbitration shall be in English. Any party desiring or requiring a different language shall bear the expense of an interpreter.

**(g) Rules Governing Arbitration**. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. The FAA shall govern the interpretation, enforcement and proceedings pursuant to the arbitration clause in this Agreement. All statutes of limitation, defenses, and attorney client and other privileges that would apply in a court proceeding will apply in the arbitration. In conducting the arbitration and making the award, the arbitrator shall be bound by and shall strictly enforce the terms of this Agreement and may not limit, expand or otherwise modify its terms.

**(h) Tolling of Statute of Limitations**. The filing of a demand for arbitration in accordance with the Arbitration Rules will suspend any requirement to file a notice of claim or to commence an action until the conclusion of the arbitration process.

**(i) Remedies Available.** The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Subject to the foregoing limitation, the arbitration award shall provide only such relief as a court of competent jurisdiction could properly award under applicable law, and, in each case, shall award to the prevailing party all of its costs and fees. "Costs and fees" means all reasonable pre and post award expenses of arbitration, including attorney's fees, arbitrator's fees, administrative fees, travel expenses, out of pocket expenses (for example, copying and telephone), court costs and witness fees. However, the arbitrator may not award damages that are not expressly authorized or are expressly prohibited by this Agreement. The award shall be in writing, shall be signed by the arbitrator and shall include a statement regarding the reasons for the disposition of each and every Claim raised during the arbitration.

**(j) No Consolidation of Actions or Class Actions.** There will be no class Claim (i.e., Claims by or on behalf of other persons will not be considered in or consolidated with the arbitration proceedings between you and us).

**(k) Other Actions Available; No Waiver of Right to Arbitrate.** This Agreement does not limit you or our right, whether before, during or after the pendency of any arbitration proceeding, to exercise self help remedies such as the right of set off or to obtain provisional or ancillary remedies or injunctive or other traditionally equitable relief (other than a stay of arbitration) necessary to protect the rights or property of the party seeking relief pending the arbitrator's determination of the merits of the Claim. The taking of any of the actions described in the preceding sentence by either party or the filing of a court action by a party shall not be deemed to be a waiver of the right to demand arbitration of any Claim asserted as a counterclaim or the like in response to any such action.

**(l) Survivability.** The foregoing "Dispute Resolution" provisions, in which you and we have agreed to arbitrate disputes, will survive the termination of your relationship with us, whether evidenced by this Agreement or otherwise.

**You acknowledge that you have read carefully this provision in which you and we have agreed to arbitrate disputes. You understand that this provision limits or waives certain of your rights with respect to claims that you are agreeing to arbitrate pursuant to this provision. You understand that you are waiving your right to bring a court action and to have a jury trial. You understand that there will be no class claims in arbitration. You further understand that discovery the ability to obtain information from the other party may be more limited in arbitration than in a court proceeding, and the right and grounds of appeal from an arbitrator's award are more limited than in an appeal from a court judgment. In addition, you understand that certain other rights you have in a court proceeding also may not be available in arbitration.**

**Foreign Transactions.**
If you use your Card to make a Card Transaction in a foreign currency, Visa will convert the Card Transaction amount into U.S. dollars. Visa will use the procedures set forth in its operating regulations in effect at the time the Card Transaction is processed. Currently, those regulations provide that the currency conversion rate to be used is either a wholesale market rate selected by Visa or a government-mandated rate in effect one (1) day prior to the processing date, increased by an adjustment factor established from time to time by Visa. In any case, the currency conversion rate in effect on the processing date may differ from the rate in effect on the Card Transaction date or the posting date. The currency conversion rate used may be the same as, greater than or less than the amount that would be calculated by conversion through a financial institution in the country in which the Card Transaction occurred. We do not determine the currency conversion rate or adjustment factor that is used by Visa and we do not receive any portion of the currency conversion rate or adjustment factor imposed by Visa.

**Giving Up of Rights**. None of our rights with respect to you, your Card or your Card Balance can be given up by us except in a writing signed by us.

**No Transfer of Rights and Obligations**. You cannot transfer any of your rights or obligations under this Agreement to anyone else. Any transfer of any of your rights or obligations will be void.

**Evidence.** In any legal proceeding (including any arbitration proceeding contemplated by this Agreement) involving this Agreement, your Card, or your Card Balance, any copy of this

Agreement kept by us in the regular course of business may be admitted into evidence as an original of this Agreement.

**Conflicts**. If any part of this Agreement conflicts with applicable law, the law will control, and this Agreement will be considered changed to the extent necessary to comply with it.

**Continued Effectiveness**. If any part of this Agreement is determined by a court to be invalid, the rest will remain in effect.

**Governing Law**. Any legal question concerning this Agreement, your Card or your Card Balance shall, unless governed by federal law, be decided in accordance with Arkansas State law.

**Entire Agreement**. You must notify Customer Service immediately by logging onto www.arvest.com or contacting Customer Service in writing when you change your address. You agree that any communication sent to you at your last address on record with us to have been received by you. This Agreement constitutes the entire agreement between you and us regarding your use of the Card. We may delay or waive any of our rights at any time without waiving any of our rights at any future time. The headings in this Agreement are intended only to help organize this Agreement and are not intended to limit or define any party's rights or obligations hereunder. Any statement concerning your Card made by any of our employees or anyone else is not part of this Agreement. This Agreement replaces any other agreement now existing between you and us concerning your Card.

**Waiver/Changes:**
We may modify or amend this Agreement, in whole or in part, at any time upon notice to you. Subject to the limitations of applicable law, we may at any time change or remove any of the terms and conditions of, or add new terms and conditions to, this Agreement. We may also, at any time, increase or decrease the amount of an existing fee or establish a new fee chargeable to your Card Balance in connection with our issuance or the use of, or your right to use, your Arvest Spending Card. We will advise you of any change in the terms and conditions (including any change in the fees that are chargeable to your Card Balance) by posting the changes at www.arvest.com, by notifying you via electronic notification by posting the changes at www.arvest.com, by sending you a message within Arvest Banking on the Net or by email notification to the email address you have provided us or, at our option, by mailing notice of the changes to you at the address we have for you on our records or in any other manner required or permitted by applicable law. Any change in the terms and conditions of this Agreement, including any changes in fees chargeable to your Card Balance, will become effective as of the date indicated in the notice posted at www.arvest.com or at our option mailed to you and will apply to all of your Card Transactions and activities on and after such date. Notwithstanding the foregoing, advance notice of any change in the terms and conditions of this Agreement may not be given if it is necessary to make such change immediately in order to maintain or restore the security of the Program, the related Card or cards or associated Card Balances or any related payment or processing system. If any such change becomes permanent and disclosure to you of the change would not jeopardize the security of the Program, the Card or cards, associated Card Balances or any related payment or processing system, notice will be provided to you in the manner described above within thirty (30) days of our making the change. Your continued use of the Card after our posting such changes to this Agreement (or a revised and restated Agreement) at www.arvest.com or at our option mailing the notice, will constitute your acceptance of and agreement to be bound by such changes to this Agreement. You agree that these procedures are acceptable to you to provide you with notice of changes to this Agreement and the posting of any amendments to this Agreement at such website will constitute an amendment to this Agreement and supersede the affected terms and conditions of this Agreement.