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

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

As a condition precedent, 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, 301 W. 7th Street, 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 issued to you by us, and includes any replacement Credit Card(s) issued to you 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 to whom the enclosed Credit Card(s) have been issued and any subsequent cardholder. If we issue you a joint account, both applicants agree to be jointly and severally liable for all obligations under 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) are issued through our processing subsidiary, Security BankCard Center, Inc. By signing, using, retaining or permitting others to use the Credit Card, you agree to the following:  

CARDHOLDER AGREEMENT

1. Responsibility for Credit Extensions. You agree to assume responsibility for the authorized use of the Credit Card by you or any person to whom you lend, give, sell or transfer the Credit Card or the proceeds of purchases made with the Credit Card. You authorize us to extend credit, as defined by the Fair Credit Reporting Act, to you or any person to whom you lend, give, sell or transfer the Credit Card or the proceeds of purchases made with the Credit Card.

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") and all other amounts that may be due, in accordance with the current account terms and payment schedule as set forth in this Agreement and on the back of the card maker, 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 by electronic delivery, as we shall determine, 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 shall have a grace period, determined by us, upon receipt and delivery to you, 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 for specific procedures.)

4. Minimum Monthly Payment. You may pay your account in full during any billing cycle by paying the entire new balance ("New Balance") 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 previously suspended your use of the Credit Card because you have failed to pay an amount due as described below. If you have paid 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 due that are not shown 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 procedures set forth below: (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 the entire amount due. If the Minimum Payment Due by the payment due date shown on your Monthly Statement is at least $25.00 and you pay the Minimum Payment Due on or within 10 days after the Payment Due Date, we will advise that paying only the Minimum Payment Due will extend the time it takes you to pay off your balances.

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, regardless of the number 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 a drive-up ATM, your account is debited immediately. If your payment may be delayed up to 5 days, and finance charges will accrue for the period between receipt of your payment and the due date.

We reserve the right to apply payments in any manner we choose that provided 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 the most recently assessed Finance Charge or delinquent Finance Charge, then to the balance due for each billing cycle beginning with the most recently assessed balance due and, if any balance remains, credit any excess of the Minimum Payment Due to balances with higher APRs more than once. If, with any balance remaining after we have credited 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 that you believe you should receive. If you are not made aware of the reason why your account balance is not paid in full, we may, in our sole discretion, delay increasing your available credit limit for up to 10 days following receipt of payment.

6. Credit Limit. The maximum amount of credit that may be extended by us to you belongs to you and may not be used for any purpose, except as 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 balance due on your account to exceed your Credit Limit.

If you request or are otherwise entitled to receive the current periodic statement and it is not mailed to you, we promise to send you the current periodic statement or make it available to you at our office. If requested, you agree to comply with any other terms and conditions of this Agreement and all other loan agreements that you may have with us.

7. Cancellation and Revocation of Credit. You agree that the Credit Card is and remains our property at all times. We may cancel, revoke or refuse to issue your Credit Card or modify all or any part of the Credit Card privilege without notice to you. If we cancel your Credit Card, we will notify your bank or other credit card issuer.

If your Credit Card is cancelled, you promise to cut your Credit Card in half for safety and return the pieces to us immediately.

Restrictions on Use of 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 cancelled or revoked Credit Card(s) to us. You agree that you will not deliver any Credit Card to any person or financial institution to whom you have presented the Credit Card.

8. 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 1-800-336-8810.

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 determining ourselves to be insecure as to your ability to pay your account.

11. Acceleration 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, plus all accrued Finance Charges and costs, due and payable, without notice. If you fail to pay the entire outstanding balance of your account when due, we may, at our option, declare the full unpaid balance 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 if your balance is less than the amount established from time to time by the Administrator of the Oklahoma Department of Consumer Credit.

12. Notices. All 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 immediately of any change in your address. If you change your address, you agree to contact us for reasons other than making a payment or providing 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 change in the terms of this Agreement that affects you or 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 also authorize us to further authorize or disclose these records to other creditors and credit reporting agencies. We may share your financial information with our parent, subsidiaries, affiliates and agents, including other credit card issuers, as set forth in our Privacy Policy. Your failure to receive your statements or other notifications due to your address or account 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 or all of the rights we hold under this Agreement. You may not assign your rights or obligations under this Agreement.

(Continued on Reverse Side)
1. Web Purchases follow:

9. will States.

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 your “average daily balance” of your account. To get the “average daily balance,” we take the beginning balances on all days during the billing cycle, add any new purchases and cash advances, and subtract any unpaid Finance Charges, any applicable fees and any payments you make to our or your account daily. 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 due date your payment is posted by 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 Date to the due date your payment is posted 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”) which will be used to determine your FINANCE CHARGE and any other finance charge will be in effect for any transaction. This rate will be equal 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 that will be charged on your account. 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 mailed to you. Please see the back of the card for information on how to obtain the APR or Periodic Rate applicable to your account. The APR shall not inconsistent with 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, a debit card, or any 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, however, we will 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 3% of the amount advanced, subject to a minimum of $10.00, will be charged to your account each time a cash advance is cashed. Advances, in the aggregate, may not exceed 50% of your Credit Limit.

5.5 Minimum Payment Fee. If you do not pay at least the Minimum Payment Due or on within 10 days after the Payment Due Date, a Late Payment Fee of up to $20.00, but in no event exceed the amount of the Minimum Payment Due, will be charged 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 goods, equipment, or other personal or performance of this agreement unless we require you to sign a security interest in a certificate of deposit or other property as a condition of our issuance of the credit 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: P.O. Box 6139, Norman, Oklahoma 73060 or call 1-800-366-0300. We may also contact you on the Web at: www.securitybankcard.com. Unless you have been grossly negligent, you will not be liable for any unauthorized transactions using your lost or stolen Credit Card(s).

8. Invalidity. If in any or all of the above of this Agreement are declared invalid or unenforceable, the remaining conditions and terms will stand on their face.

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 followed out as a Finance Charge to your account which you will be notified of by us. We will give you a copy. If the seller’s representative does not promptly deliver the credit to us so we can credit your account, we may not be 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 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 market rate in effect the day before the transaction processing date, increased by one percent (1%) or (ii) government-mandated market rate in effect the day before the transaction 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 (or at the time of the transaction if the day on the transaction is posted is 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 Errors on Your Statement.

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 Think A Mistake Is On Your Statement
If you think there is an error on your statement, contact us in writing at: Security BankCard Center, Inc., P.O. Box 6139, Norman, Oklahoma 73060 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 notify us within 60 days after the error appearing 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.

We must notify you of any potential errors in writing or electronically. You may call us, but we do not are required to investigate any potential errors, and you may not contest the amount, if we can prove the information you provided, or the nature of your error, is correct, or if you do not provide the information to us within 10 days after you notify us.

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, you must tell us that you 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 why we believe the bill is correct.

We will investigate the nature of your claim and correct any error. We may challenge your claim, in our own discretion, before taking any action. You must notify us within 60 days after the error appears on the statement.

• At least 3 business days before the payment date the amount you think is wrong.

We may notify you of any potential errors in writing or electronically. You may call us, but we do not are required to investigate any potential errors, and you may not contest the amount, if we can prove the information you provided, or the nature of your error, is correct, or if you do not provide the information to us within 10 days after you notify us.

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, you must tell us that you 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 why we believe the bill is correct.

We can only correct the amount that you actually dispute. We will investigate the nature of your claim and correct any error. We may challenge your claim, in our own discretion, before taking any action. You must notify us within 60 days after the error appears on the statement.

• At least 3 business days before the payment date the amount you think is wrong.

We may notify you of any potential errors in writing or electronically. You may call us, but we do not are required to investigate any potential errors, and you may not contest the amount, if we can prove the information you provided, or the nature of your error, is correct, or if you do not provide the information to us within 10 days after you notify us.