

Simmons Bank VISA® Credit Card Agreement – FOUNDATION CARD:

This Agreement concerns a secured credit card and you should read the section entitled “Security Agreement” carefully in addition the other terms and conditions contained in this Agreement.

You should thoroughly review and retain a copy of this Agreement and the Account Documents. This Agreement, the Summary of Rates and Terms which is incorporated into this Agreement, and all other Account Documents, as defined below, govern the terms and conditions of your credit card account (the “Account”) issued by Simmons Bank. “Summary of Rates and Terms” are defined as the credit card tabular format of Truth in Lending Act disclosure requirements that promote informed use of consumer credit about our credit card’s terms and cost. These disclosures may have been received by you as “Application Disclosures,” “Account Opening Disclosures,” or “Credit Card Disclosures.” If you did not receive a table with the headings of “Interest Rates and Interest Charges” and “Fees” for retention with your credit card Account Documents, please contact us immediately.

As used in this Agreement, “you” and “your” mean each applicant and co-applicant for the Account, any person responsible for paying the Account, and any person to whom we issue a Card at your request. “We,” “us,” and “our” mean Simmons Bank (located in Pine Bluff, Arkansas) and its successors, and assignees. “Account Documents” means this Agreement, the Summary of Rates and Terms, all statements, the terms and conditions of any rewards program applicable to your Account; the privacy notice of Simmons Bank, all disclosures and materials provided to you before or when you opened your Account or at the time of application, the card mailer delivered with your Card, and any other documents or disclosures relating to your Account that we provide, as well as all amendments or changes to each of the preceding documents. With the exception of account statements, you may find current versions of each Account Document at simmonsbank.com/bank/credit-cards or by contacting Simmons Bank by telephone at 1-800-272-2102 or by mail at Simmons Bank, P.O. Box 6609, Pine Bluff AR 71611. Your Account statements are available by logging in to your Account at www.simmonsbankcards.com or by contacting Simmons Bank at 1-800-272-2102.

You agree to be bound by this Agreement and the Account Documents upon executing, authorizing or submitting an application to us or upon your use of the Account or any Card associated with your Account. Your consent to any Account Document you receive following your application is evidenced by your use of the Account or any Card associated with your Account following receipt of the document. This Agreement and the Account Documents become effective immediately upon the approval of your Account by us.

SECURITY AGREEMENT

This is the “Security Agreement” referred to on the Application for the Foundation Card. You are furnishing and granting to us a security interest in the Deposit Account. The “Deposit Account” means the deposit account opened at Simmons Bank pursuant to the application, as well as additions to, substitutions or renewals of that Deposit Account, in which you have, by signing and/or submitting the application, granted a security interest to us to secure all amounts owed us to under the Credit Card Agreement.

Deposit Requirement. You agree to maintain available funds (the “Hold Amount”) in the Deposit Account equal to your credit limit, as same may be adjusted from time to time, and that you will not be permitted to withdraw funds from the Deposit Account that will cause the balance of that account to fall below the Hold Amount.

Our Rights over Deposit Account. We may make settlements or compromises on the Deposit Account or exercise ownership rights on the Deposit Account. You waive any right to require us to: (a) proceed against any cardholder any other person; (b) proceed against or exhaust any security held under this Security Agreement; or (c) pursue any other applicable remedy. We may, without prior notice, and from time to time: (a) take and hold security (other than the Deposit Account) for payment of amounts owed us to under the Credit Card Agreement and enforce, exchange and release the security in any manner that we determine is proper; (b) release or substitute any cardholder, guarantor, or endorser of the amounts owed us to under the Credit Card Agreement; and (c) increase or lower the credit limit on your Secured Card Account, and no such action shall change the fact that the Deposit Account at all times will be held by us as security for the amounts owed us to under the Credit Card Agreement.

Defaults. In addition to the default events described elsewhere in the Credit Card Agreement, we may, without prior notice, declare you in default under the Credit Card Agreement and exercise our rights under this Security Agreement if: (a) you withdraw or transfer from the Deposit Account any funds that cause the balance of the Deposit Account to fall below the Hold Amount or (b) use or attempt to use the Deposit Account as security for any other indebtedness.

Enforcing the Agreement. Upon any default, we are authorized to act as owner of Deposit Account and to apply all or any portion to the amounts owed us to under the Credit Card Agreement. We are irrevocably appointed as attorney-in-fact to execute any instruments required to exercise its rights under this Security Agreement. This Security Agreement is governed by the laws of the State of Arkansas. Our rights under this Security Agreement are in addition to any others we have under applicable law. We can exercise our rights against the Deposit Account even if you are no longer liable on the debt because of a statute of limitations or because of other reasons.

Reduction of Hold Amount. We will reduce the Hold Amount to \$0 if you close your credit card account and have either (a) paid your credit card account balance in full, or (b) if you qualify for and open a credit card account with us that does not include a deposit requirement or require a Hold

Amount, transfer any outstanding credit card balance to the new credit card account. You may also request a reduction in the Hold Amount together with a corresponding reduction to your credit limit. We will not agree to a request to reduce the Hold Amount below the current outstanding balance of your credit card account. If the Hold Amount is reduced (in part or in full) as described above, the funds in the Deposit Account (less any remaining required Hold Amount, if applicable) will be made available for you to withdraw or transfer to another deposit account at Simmons Bank.

USING YOUR ACCOUNT

You may use your Account and Card to make purchases or obtain cash advances by presenting your Card to participating merchants or establishments, including certain automated teller machines (ATMs) where the Card is accepted. You may also use your Account to make cash advances or transfer balances from other creditors in connection with convenience checks, offers or other programs we may offer from time to time, pursuant to the terms we provide you with in connection with any of these items.

You agree to use your Account only for personal, family or household purposes. Your Account may be used only for valid and lawful purposes. If you use, or allow someone else to use, your Card and Account for any other purpose or for any illegal purpose, you will be responsible for this use and may be required to reimburse us for all amounts or expenses we pay as a result of such use.

Unless prohibited by applicable law, we may, from time to time, limit the type, number or dollar amounts of any transactions when using the Account. We may also terminate or suspend your use of your Account or Card without notice unless prohibited by applicable law. We may decline to authorize a transaction for any reason. By way of example and not as limitation, we will not authorize any transaction that is identifiable as being related to gambling nor will we authorize the use of your Account for the purchase of money orders, traveler's checks, wire transfers or foreign currency purchases. We may permit the use of your Account to obtain cash advances for these purposes. We are not responsible for any losses you incur if we do not authorize a transaction nor are we responsible for any losses you incur if a merchant or establishment refuses to accept your Card. You may not use the Card or your Account for any illegal transaction or any gambling transaction. We will decline identifiable gambling transactions.

Promise to Pay. By using your Card or your Account, you promise to pay us for all transactions made on your Account, as well as any fees, interest charges or other charges. If this is a joint account, each of you, together and individually, is responsible for all amounts owed, even if only one of you uses the Account.

You are liable for all charges, cash advances, interest, fees, and other costs that accrue or arise from the use of your Card or Account, except with respect to any unauthorized use for which you will not be liable as described in the following paragraph. You will be liable for any use of your Card or Account by any person to whom you knowingly, and with consent, give your Card or PIN.

Unauthorized Use. You must notify us immediately and assist us in our investigation if your Card is lost or stolen or you believe someone is using your Account or Card without your permission. If you notice the loss or theft of your Card or a possible unauthorized use of your Card or Account, you should contact us immediately at 1-800-272-2102.

You will not be liable for any unauthorized use of your Card that occurs after you notify us. If we reimburse you for unauthorized transactions, we ask that you assist us in investigating, pursuing and getting reimbursement from the wrongdoer.

Credit Limits. When you open your Account, we will tell you your credit limits. Your credit limit and your available balance will also appear on your statement. We may give you different credit limits for the different balances in your account in addition to an overall credit limit. We may increase or decrease your credit limit or your cash advance limit at any time, without notice. You are required to keep your Account balance at or below your credit limit(s). If your credit limit(s) is exceeded in any manner, we may refuse to honor Card transactions and you will be liable for all purchases and borrowings made in exceeding the credit limit(s). We may honor transactions above your credit limits, but if we do, these transactions will not increase your credit limit(s). We have the right to require you to immediately pay the amount that exceeds your credit limit. In addition, you will be in default under this Agreement.

INTEREST AND FEES

Interest Charges. Interest charges start to accrue on cash advances, convenience checks and balance transfers from the transaction date. Interest charges for purchases generally will start to accrue from the transaction date, however, no interest charges will be imposed on new purchases if the entire balance in your Account is paid by the due date each month. If you do not pay the entire balance on your Account, interest charges will be imposed until you pay the entire balance on your Account.

We calculate the interest charge on your Account by applying the periodic rate to the "average daily balance" of your Account. To get the "average daily balance" we take the beginning balance of your account each day, add any new purchases, advances, fees and unpaid interest charges, and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the statement cycle and divide the total by the number of days in the statement cycle. This gives us the "average daily balance."

Your account has a variable rate, also known as the annual percentage rate or APR, indexed on the Prime Rate. Your rate will increase if the Prime Rate increases but will only change one time per statement cycle. If the Prime Rate increases, you may pay more interest and may have a higher minimum payment due. Changes in APRs (increases or decreases) due to changes in the Prime Rate will be effective on the first day of your next statement cycle.

beginning at least two days after the change in the Prime Rate. The Prime Rate is the prime rate published in the Money Rates column of *The Wall Street Journal* in effect for the second business day prior to the beginning of each statement cycle.

Transactions on your Account will be added to one of three separate balances maintained in your Account depending on the nature of the transaction. Purchase transactions are aggregated to the purchase balance. Cash advances, including advances made by using ATM machines or convenience checks, are aggregated to the cash advance balance. Balance transfers are aggregated to the balance transfer balance. Each of these three balances are aggregated to identify your total outstanding balance. We may impose different variable rates for each of the purchase balance, the balance transfer balance, and the cash advance balance. The applicable interest rates, as well as the identification of the margin applied to the Prime Rate, for each of these balances is set forth on the Summary of Rates and Terms received with your application or this Agreement.

Fees. The fees identified below will be applied to your Account in addition to the interest charges. The dollar amounts of each specific fee is set forth in the Summary of Rates and Terms received with your application or this Agreement. We place fees that result from a specific transaction into the same balance as that specific transaction. We place fees that do not result from a specific charge, such as a returned payment fee, into your purchase balance.

Cash Advance Fee: In addition to the periodic Interest on Cash Advances, a Cash Advance Fee as specified in the accompanying Summary of Rates and Terms will be applied to your Account upon completing a Cash Advance.

Balance Transfer Fee: In addition to the periodic Interest on Balance Transfers, a Balance Transfer Fee as specified in the accompanying Summary of Rates and Terms will be applied to your Account upon completing a Balance Transfer.

Late Payment Fee: If we do not receive at least the Minimum Payment Due by the Payment Due Date shown on your Account statement, you will be charged a Late Payment Fee as specified in the accompanying Summary of Rates and Terms. We may also refer to this fee as the "late fee" or "late charge."

Over Credit Limit Fee: If you exceed any credit limit on your Account, you may be charged an Over Credit Limit Fee as specified in the accompanying Summary of Rates and Terms.

Returned Payment Fee: If your payment to us (by check, electronic funds transfer, telephone authorized draft, or other payment mechanism) is not honored by your financial institution for any reason or cannot be processed, we will charge a Returned Payment Fee as specified in the accompanying Summary of Rates and Terms.

Foreign Transaction Fee: We will assess a Foreign Transaction Fee as specified in the accompanying Summary of Rates and Terms for any transaction made in a foreign currency that is converted to U.S. dollars by Visa®. This Foreign Transaction Fee will be applied to all transactions posted to your Account in a foreign currency, including all purchases, cash advances, and returns and adjustments (e.g., for returned merchandise). A portion of each Foreign Transaction Fee is passed on by us to Visa®.

Annual Fee: This fee will be added to your Purchases Balance category once every year until your account is closed and paid in full.

PAYMENTS AND STATEMENTS

General. Except as otherwise stated in this Agreement, we will send you an account statement by regular mail to your address as it appears on our records. We will send your account statement for each statement cycle at the end of which your Account has a debit or credit balance or on which an interest charge or other fee has been imposed. We will not send your account statement if (a) we deem your Account uncollectible, (b) delinquency collection proceedings have been instituted, or (c) for any other reason permitted by applicable law.

Payments received in proper form by 4 PM Central Time on any business day will be credited to your Account as of that day. Payments received in proper form after 4 PM Central Time on any day will be credited to your Account as of the next business day. If you mail your payment to an address other than the payment address shown on your statement, there may be a delay in crediting the payment to your Account. Delayed crediting of payments may cause you to incur additional charges, including, but not limited to, a Late Fee and additional Interest charges. Payments made within one of our branch offices are processed the day they are made (even if made after 4 PM Central).

We may accept checks or other types of payment which are marked "payment in full" or use other language to indicate satisfaction of any indebtedness without being bound by such language or waiving any rights under this Agreement. We are under no obligation to hold a postdated check and we reserve the right to process every item presented as if dated the same date received by us. You must pay us in U.S. dollars in funds on deposit in the U.S. If you do not, we may refuse to accept your payment. We may also charge you the costs we incur to collect the funds and we may select the currency conversion rate.

Application of Payments. We apply payments up to the Minimum Payment Due at our discretion in accordance with applicable law. This may result in balances at lower interest rates being paid before other balances. This may also result in higher interest charges. Payments in excess of the Minimum Payment Due will be applied first to your highest interest rate balances, in accordance with applicable law.

Although we may post payments from you as of the date we receive them, your available credit may not be restored for up to seven (7) days after we receive your payment.

Minimum Payment Due. You must pay at least the Minimum Payment Due shown on your account statement on or before the Payment Due Date shown on your statement. The amount of your Minimum Payment Due may vary from statement to statement and is determined as described in the

Summary of Rates and Terms as the greater of a specified percentage of the new balance shown on your statement or a specified dollar amount. If the new balance on your statement is less than the specified dollar amount, you will be required to pay the full balance.

You may without penalty pay more than your Minimum Payment Due or pay any portion of your balance before the Payment Due Date. You understand that by making such a prepayment, the total amount you owe us will be reduced but that you must pay the Minimum Payment Due reflecting on any following account statements.

DEFAULT AND TERMINATION

Default. Subject to applicable law, your Account will be in default under this Agreement if any one of the following occurs: (a) you become generally unable to pay your debts, (b) you die or are declared legally incompetent, (c) you use a check or instrument for payment that is dishonored, (d) you fail to pay the Minimum Payment Due on or before your Payment Due Date, (e) any other creditor tries by legal process to take money of yours in our possession, (f) a petition is filed or other proceeding is commenced by or against you under the federal bankruptcy act or any other applicable federal or state insolvency laws, (g) you provide us with any false or misleading information, (h) you breach any of your other obligations under this Agreement, (i) you exceed your any credit limit on your Account, (j) you are in default of any other credit agreement you have with us or any of our affiliates, or (k) we believe in good faith that you may not pay or perform your obligations under this Agreement. The payment of any fee charged by us will not cure the default that caused the fee.

Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. If you believe that we have reported inaccurate information about your Account to a credit bureau or other consumer reporting agency, notify us in writing at Simmons Bank, P.O. Box 6609, Pine Bluff AR 71611. When you write, tell us the specific information that you believe is incorrect and why you believe it is incorrect.

Our Rights When You Are in Default. If your Account is in default under this Agreement, we may, subject to applicable law, (a) require you to pay any portion of your outstanding Account balance immediately, (b) exercise our rights under the Security Agreement, (c) allow you to repay your Account subject to the terms and conditions of this Agreement, (d) immediately terminate your Account and cancel all Cards, (e) reduce your Account credit limit or otherwise limit your ability to make transactions, (f) commence a legal proceeding against you to collect all amounts owed in connection with this Agreement, or (g) increase the APR for Purchases and Cash Advances. We also may charge you court costs and reasonable attorneys' fees that we incur, as permitted by applicable law, if your Account is sent for collection to an attorney who is not our salaried employee. We will not be obligated to honor any attempted use of your Card or your Account if your Account is in default, or we have decided to terminate your Account or limit your ability to make transactions as discussed in this Agreement. Except as otherwise provided for in this Agreement, interest charges will continue to accrue at the APR in effect at the time of default until your total Account balance, including such accrued interest charges, is paid in full. You agree that, subject to applicable law, if your Account is in default under this Agreement, you will accept calls from us at your home and your place of business regarding collection of your Account. You understand and agree that the calls to your home may be automatically dialed and a recorded message may be played. You agree such calls will not be considered "unsolicited" calls or telemarketing calls for purposes of state or federal law.

SECURITY INTEREST

This account is secured by the Deposit Account referred to in the Security Agreement. We have included the Security Agreement in the first part of this document. You have affirmatively agreed to and granted to us a security interest in the Deposit Account. We can transfer funds from the Deposit Account to this secured account if you default on the debt arising from this account. Such instances of your default are described above and in the Security Agreement, and may include, for example, your failing to make a payment.

Delays in Enforcement. We can delay enforcing or not enforce any of our rights under this Agreement without losing our right to enforce them in the future. For example, we may accept late payments or payments that are marked "payment in full" or with other restrictive endorsements without losing any of our rights under this Agreement.

Termination. Subject to applicable law, we may terminate this Agreement or revoke your right to use your Account or Card, along with your right to make future transactions, at any time and for any reason without notice to you. You may terminate your Account and use of your Card at any time by calling 1-800-272-2102, or mail to Simmons Bank, P.O. Box 6609, Pine Bluff AR 71611, or email to bankcardcustomerservice@simmonsbank.com. Any request to terminate your Account will be effective after we have had a reasonable opportunity to act on such request. The termination of this Agreement, whether initiated by us or you, will not affect any of your or our rights and obligations under this Agreement. If this Agreement is terminated, you must still repay any amounts you owe us, even if we allow a transaction to be completed with your Account or Card after this Agreement has been terminated. You agree to give to us or to destroy all of the Cards issued on your Account when we ask you to or when this Agreement is terminated. If someone attempts to use a Card after this Agreement is terminated, the Card may be retained. A Card also may be retained when you try to use it when certain other events occur.

REEVALUATION OF FINANCIAL CONDITION AND CREDIT HISTORY

We may reevaluate your financial condition and investigate any information you provided on your Account application at any time. In the course of doing so, we may obtain a current credit report and ask you for additional information about your financial condition by completing a personal financial statement or such other form that we request from time to time. You give us your permission to obtain any information about you that we believe

would be beneficial to facilitate our determination of your eligibility for the Account and the Card, including credit reports from consumer reporting agencies. We may, as a result of any such re-evaluation, (i) increase your credit line; (ii) decrease your credit line; or (iii) deem your Account to be in default.

CHANGES TO THIS AGREEMENT

At any time, we may add, delete or change any term of this Agreement, unless applicable law prohibits us from doing so. We will give you notice of any changes as required by law. We may notify you of changes on your statement or in a separate notice. Our notice will tell you when and how the changes will take effect. The notice will describe any rights you have in connection with the changes. Changes to this Agreement may include but are not limited to increasing any rate of interest, increasing or adding fees or charges (including annual fees), changing your credit limit(s), or limiting the number or amount of transactions on your Account). Any such changes will generally be effective immediately unless we are required by applicable law to provide you with advance written notice of the proposed changes. If this is the case, those changes will be effective immediately following the effective date stated in the notice. We will give you notice of any such change in the manner required by law. Subject to applicable law, any such changes will apply to your outstanding Account balance on the effective date of the change and to any future balances created after that date. If we give you the right to reject a change (whether because it is required by applicable law or otherwise), and you do not notify us by the date stated in a notice, or if you notify us but then use, or someone you have authorized uses, your Account after the date stated in the notice, you will be deemed to accept all changes in the notice and to accept and confirm all terms of your Agreement. If you reject a change that we make, we will close your Account. No change to any term of this Agreement will affect your obligation to pay all amounts you owe under this Agreement.

COMMUNICATIONS WITH US

Contact Us. Unless we tell you otherwise, you can notify us by calling 1-800-272-2102, or mail to Simmons Bank, P.O. Box 6609, Pine Bluff AR 71611, or email to bankcardcustomerservice@simmonsbank. When writing, please include your name, address, home telephone number and Account number.

Contact with You. To the extent permitted by applicable law, you authorize us and our affiliates, agents, and contractors, and anyone to whom we may sell your Account, to contact you to service your Account or for collection purposes.

You agree that (a) these contacts are not unsolicited for purposes of any state or federal law; (b) we may contact you in any way, including mail, email, calls, and texts, including on a mobile, wireless, or similar device, even if you are charged by your provider, and using automated telephone equipment or prerecorded messages; (c) we may contact you at any number that you have given us or any number we have for you in our records, even if that number is a wireless, cellular or mobile number, is converted to a mobile/wireless number or connects to any type of mobile/ wireless device, and even if such telephone number is currently listed on a Do Not Call Registry or the call results in charges from your carrier; and (d) we may contact you at any email address you provide to us or any other person or company that provides any services in connection with this Agreement.

Correspondence. To the extent permitted by applicable law, any communication you send to us will not be effective until we receive it and have had a reasonable opportunity to act on it. Any communication we send to you will, however, be effective and deemed delivered when mailed to you at your address as it appears on our records.

Monitoring and Recording. You authorize us to monitor and/or record your calls with us.

Updated Contact Information. You agree to notify us within 15 days after changing your name, e-mail address, mailing address, or phone number. We will rely on the address we have for you in our records for any Account communications we send to you unless and until either you or the U.S. Postal Service notifies us of a change of address. If your Account is a joint Account, each of you appoints the other as your agent to designate the address to which any and all Account communications, including the account statement, may be sent to you.

MILITARY LENDING ACT PROTECTIONS

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The 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 receive this disclosure by phone, please call 1-800-272-2102 and select the option for Military Lending Act oral disclosures.

ARBITRATION AND JURY TRIAL WAIVER

NOTE: *If you are a Covered Borrower under the Military Lending Act Regulations, you are not required to submit to arbitration in the case of a dispute. If you were a Covered Borrower under the Military Lending Act Regulations with regard to any prior agreement, this arbitration clause does not cover any claims related to that prior agreement.*

You agree that either you or we can choose to have binding arbitration resolve any claim, dispute or controversy between you and us that arises from or relates to this Agreement or the Account and credit issued thereunder (individually and collectively, a "Claim"). This does not apply to any Claim in which the relief sought is within the jurisdictional limits of, and is filed in, a small claims court. If arbitration is chosen by any party, the following will apply:

(a) NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE A CLAIM IN COURT OR TO HAVE A JURY TRIAL ON A CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY, EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES.

(b) Arbitration will only decide our or your Claim, and you may not consolidate or join the claims of other persons who may have similar claims. YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS, OR AS A PRIVATE ATTORNEY GENERAL, PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.

(c) The arbitration will be performed in accordance with this Arbitration Provision and the rules of the chosen arbitrator in effect when the Claim is filed.

(d) Other rights that you would have if you went to court might also not be available in arbitration.

If arbitration is elected, any claim will be resolved pursuant to this provision and the American Arbitration Association ("AAA") rules and procedures ("Rules") in effect at the time the claim is filed. If for any reason the AAA is unable or unwilling or ceases to serve as arbitration administrator, another nationally recognized arbitration organization utilizing similar rules and procedures will be substituted by us. If the AAA is selected, the arbitration will be handled according to its Commercial Arbitration Rules.

This provision is made pursuant to a transaction involving interstate commerce and will be governed by the Federal Arbitration Act, 9 U. S. C. §§ 1 et seq., as amended ("FAA"). The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA and except that, if the amount in controversy exceeds \$100,000, any party can appeal the award to a three-arbitrator panel administered by the AAA, which will reconsider de novo any aspect of the initial award requested by the appealing party. The decision of the panel will be by majority vote. The costs of such an appeal will be borne by the appealing party regardless of the outcome of the appeal.

You may obtain rules and forms for the AAA by contacting the AAA at 1-800-778-7879 or www.adr.org.

Any arbitration hearing that you attend will take place in the federal judicial district where you reside. At your request, we will temporarily advance your filing and hearing fees for any Claim you may file against us. At the conclusion of the arbitration, the arbitrator will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration. Unless inconsistent with applicable law, each party will bear the expense of that party's attorneys', experts' and witness fees, regardless of which party prevails in the arbitration. We will also pay any fees or expenses that applicable law requires us to pay.

This provision will survive termination of your Account, as well as the repayment of all outstanding amounts incurred in connection with this Agreement. If any portion of this provision is deemed invalid or unenforceable under any law or statute consistent with the FAA, it will not invalidate the remaining portions of this arbitration provision or the Agreement. In the event of a conflict or inconsistency between the AAA Rules and this arbitration provision, this provision will govern.

OTHER DEFINED TERMS

"Applicable law" refers to any applicable (a) federal, state or local statutes, regulations, licensing requirements, regulatory bulletins or guidance, regulatory examinations, agreements or orders, (b) rule, regulation, restriction, requirement or contractual term of Visa®, and (c) judicial or administrative interpretations of any of the foregoing.

"Available credit" is the amount equal to your credit limit less your outstanding balance (including all principal, accrued interest and fees, whether billed or unbilled).

The word *"Card"* refers to both the physical Card and any use of a Card. The word *"use"* shall include any presentation of the Card or disclosure of its associated account number or PIN in any manner that permits someone to purchase goods and services or obtain a cash advance. Using smart phones, tablets, or other electronic devices that store your Card for purposes of credit transactions (e.g. through a mobile wallet or other application) will also be considered a *"use"* of the Card.

"Credit limit" refers to the maximum permitted outstanding balance for your Account (including all principal, accrued interest and fees, whether billed or unbilled).

"PIN" refers to your personal identification number that may be used to access your account at certain terminals (e.g. ATMs) or by phone.

GENERAL

Waiver of Rights. Except as may be prohibited by applicable law, you agree to waive any right you may have for us to act promptly in bringing any action(s) against you (known as diligence); to demand payments of amounts due (known as presentment); to obtain an official certification of non-payment (known as protest); and to give notice that amounts due will not be paid (known as notice of dishonor or notice of default and non-payment).

Privacy Policy. You authorize us to share information about you and your Account as permitted by law. See our Privacy Policy for details about our information sharing practices.

Assignment. You may not sell, assign or transfer your Account or Card or any of your rights and obligations under this Agreement. We may, however, sell, assign or transfer your Account, or any balance due thereunder, and our rights and obligations under this Agreement to another entity without your consent and without prior notice. That entity will take our place in this Agreement.

Severability. If any provision of this Agreement is deemed to be void or unenforceable by a court of competent jurisdiction or any governmental agency, that provision will continue to be enforceable to the extent permitted by that court or agency, and the remainder of that provision will no longer be considered as part of this Agreement. All other provisions of this Agreement will, however, remain in full force and effect. .

Governing Law. This Agreement is entered into between you and us in the State of Arkansas and all credit issued under this Agreement is issued from the State of Arkansas. Your Account and this Agreement, and any claim, dispute or controversy arising from or relating to your Account or this Agreement, is governed by, and construed in accordance with the laws of the State of Arkansas.

Entire Agreement. You acknowledge that this Agreement and all Account Documents, as amended from time to time, make up the entire agreement between you and us and supersedes any prior or contemporaneous written or oral communications or understandings between you and us concerning your Account and the Card.

Section Headings. The Section headings used in this Agreement are only meant to organize this Agreement, and do not in any way limit or define your or our rights or obligations hereunder.

STATE NOTICES

CALIFORNIA RESIDENTS: A married applicant may apply for a separate account.

CALIFORNIA AND NEVADA RESIDENTS: Pursuant to this Agreement, interest is compounded on unpaid amounts.

MARYLAND RESIDENTS: Finance Charges will be imposed in amounts or at rates not in excess of those permitted by law. You have the right under Section 12-510 of the Commercial Law Code to receive an answer to a written inquiry concerning the status of your account.

NEW JERSEY RESIDENTS: Because certain provisions of this Agreement are subject to applicable law, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, except for clause (k) in the "Default" section, however, is void, unenforceable or inapplicable in New Jersey.

NEW YORK RESIDENTS: **Your signature (including any electronic or digital signature) on any Application or on any sales slip or other evidence of indebtedness on your Account or any action that you may take to begin a transaction represents your signature on this Agreement.**

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

Your Billing Rights: Keep This Document For Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at: Simmons Bank, P.O. Box 84042, Columbus, GA 31908-4042. You may also contact us on the Web at: www.simmonsbankcards.com

In your letter, give us the following information:

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

You must contact us:

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

You must notify us of any potential errors *in writing* 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 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 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 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 is 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 or electronically at:

Simmons Bank
P.O. Box 84042
Columbus, GA 31908-4042
www.simmonsbankcards.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.

F03-Y794-3 -0521