

# FirstBank Credit Card Agreement

## Variable Interest Rate Program

# FirstBank Credit Card Agreement

In this Agreement the words "you" and "your" mean any FIRSTBANK customer. The words "we", "our", "us" mean FIRSTBANK. The term "FHC Subsidiary" mean any subsidiary of FirstBank Holding Company. By using the service described in this Agreement, you consent to be bound by: (1) The terms of this Agreement; (2) All applicable state and federal laws and regulations; and (3) Normal banking customs and practices. If there is a conflict between this Agreement and something said by one of our employees, we will follow this Agreement. You agree to this method of settling differences.

This Agreement governs the use of any credit cards which we issue to you under our Variable Interest Rate Program ("the Program"). The unique features and rewards programs of certain credit cards will be disclosed separately. You promise to pay for all purchases and advances which you (or anyone you authorize) make with a credit card. If a credit card is issued jointly to someone else and you, each of you will be responsible for all amounts billed under the account. You agree not to allow others to use your credit card without our written permission. However, you will still be responsible for all purchases and advances made by anyone you authorize to use your account, whether you notify us that he or she will be using it. If someone else is authorized to use your account and you want to end that person's privilege, you must let us know in writing. If he or she has a card, you must return that card with written notice. We have the right to refuse payment of any credit card item or advances should you allow someone to use your card without our permission.

| Interest Rates and Interest Charges        |  |
|--|--|
| Annual Percentage Rate (APR) for Purchases | <b>0.00%</b> introductory APR for the first 6 months that your account is open. After that your APR will be <b>16.65%</b> . This APR will vary with the market based on the Wall Street Journal Prime Rate. Rate calculation based on <b>Wall Street Journal Prime Rate + 11.90%</b> |
| APR for Balance Transfers                  | <b>0.00%</b> introductory APR for the first 6 months that your account is open. After that your APR will be <b>19.65%</b> . This APR will vary with the market based on the Wall Street Journal Prime Rate. Rate calculation based on <b>Wall Street Journal Prime Rate + 14.90%</b> |
|  |  |

|   |  |
|---|--|
| <b>APR for Cash Advances</b>  | <b>19.65%</b><br>This APR will vary with the market based on the Wall Street Journal Prime Rate. Rate calculation based on <b>Wall Street Journal Prime Rate + 14.90%</b>  |
| <b>Penalty APR and when it applies</b>                                    | None   |
| <b>How to Avoid Paying Interest on Purchases</b>                          | Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances, convenience checks and balance transfers on the transaction date.   |
| <b>Minimum Interest Charge</b>  | None   |
| <b>For Credit Card Tips from the Consumer Financial Protection Bureau</b> | To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore (/firstbank/exit.htm?site=http://www.consumerfinance.gov/learnmore)_.">http://www.consumerfinance.gov/learnmore (/firstbank/exit.htm?site=http://www.consumerfinance.gov/learnmore)_.</a> |

| <b>Fees</b>   |   |
|---|---|
| <b>Annual Fee</b>   | None  |
| <b>Transaction Fees</b><br>› <b>Balance Transfer</b><br>› <b>Cash Advance</b><br>› <b>International Transaction</b> | <b>2.5%</b> or minimum of <b>\$2</b> , whichever is greater.<br><br><b>2.5%</b> or minimum of <b>\$2</b> , whichever is greater.<br><br>FirstClass Rewards: <b>None</b><br>FirstCash Rewards: <b>3%</b> of the U.S. dollar amount of the transaction, whether originally made in U.S. dollars or converted from a foreign currency. |
| <b>Penalty Fees</b><br>› <b>Late Payment</b>  | Up to <b>\$35</b>   |

## How We Will Calculate Your Balance

We use a method called "average daily balance (including new purchases)." See the '[Purchases and Other Charges](#)' section in this agreement for an explanation of our method.

## Loss of Introductory APR

We may end your Introductory APR and apply the normal APR if your account is closed.

## Billing Rights

Information on your rights to dispute transactions and how to exercise those rights is provided to you at the end of this agreement under '[Your Billing Rights](#)'.

## Using Your Card

### Cardholder Liability

When you receive a credit card, you agree to sign your name on the card as indicated. You will be responsible for the unauthorized use of any credit card you have failed to sign. All credit cards must be immediately surrendered to us upon demand. You agree to keep your credit cards in a safe and secure manner at all times in order to prevent loss or theft of the cards. If your card is lost or stolen, you agree to notify us at once and provide us with full details. You may be liable for the unauthorized use of your credit card. You will not be liable for the unauthorized use that occurs after you notify our credit card department, orally or in writing, of the loss, theft, or possible unauthorized use. Write or telephone us at the address or telephone number shown on your periodic statement. We may charge a replacement card fee in order to replace a lost or stolen credit card.

### Credit Limit

Your card will have an established credit limit that will be listed on your periodic statement. In addition, for security reasons, we will limit the aggregate amount of cash advance transactions you can obtain on your card. The cash advance limit will be 25% of your overall credit limit. We have the right to change any of the limits from time to time. If we change any of the limits we will notify you. You agree not to exceed these limits. If you do so, we can still charge all purchases and advances to your account without giving up any of our rights under this Agreement. However, you will be required to pay in full each month the entire amount in excess of your limits. If we permit you to exceed your limits on any occasion, we are under no obligation to do so in the future. When you exceed your limits, you will be in default under this Agreement.

## Purchases and Advances

You can use your credit card to purchase goods and services at any location where Visa credit cards are honored. You can obtain a cash advance (loan) with your credit card by going to any **FIRSTBANK** or any other financial institution that honors Visa and presenting your card. You can also obtain cash advances by using your credit card at any designated electronic terminal, such as an automated teller machine (ATM) or similar device, which is part of a designated network. ATM networks have various names, and we will keep you informed of the networks where you can use your credit card. Rules relating to cash advances at ATM's are described below.

### ATM Access

When we issue a Personal Identification Number ("PIN") for use with your credit card, you will be able to obtain cash advances at any designated ATM. These cash advances will be disclosed on your periodic statement and will accrue a finance charge in the same manner as other cash advances. For security reasons, there are limits on the number and

amount of transactions you can make through ATM's in one day. Your PIN is confidential, and you agree to take all necessary steps to protect the secrecy and security of your PIN. If you permit someone else to use your credit card and PIN, you agree to be responsible for any advances or purchases which may result. In order to revoke any authorized use of your credit card and PIN, you must give us written notice to this effect. The notice will not be effective until midnight on the next business day following the business day on which we receive the notice.

## Rewards

When you apply for a credit card account, you are given a disclosure indicating whether or not the credit card will earn rewards. Some credit cards are eligible for additional rewards based upon merchant codes, which are designated by the merchant. FirstBank does not have the ability to control how a merchant chooses to classify their business and determines the percentage of FirstCash/FirstClass Reward Dollars earned based strictly on the merchant code provided by the business. Your account must be open and in good standing to receive FirstCash/FirstClass Reward Dollars. If your account is past due, in a delinquent status, inactive, or closed voluntarily or involuntarily, you may forfeit any accumulated Reward Dollars. We consider your credit card inactive if there are no monetary transactions (payments, purchases, cash advances, or balance transfers) at least once every twelve (12) months. The following transactions do not qualify for rewards: balance transfers, convenience checks, cash disbursement, finance charges, cash transactions, and any transaction unauthorized by the cardholder. Rewards have no value until redeemed.

## Annual Percentage Rates and Interest

### Special Programs

A Special Program will have some terms that are different from the terms in this Agreement. We will tell you the terms when we make the offer. If you accept the offer, you agree to those terms. Except where the Special Program terms are different, the terms in this Agreement continue to apply to Special Program transactions. The terms in this Agreement also continue to apply to transactions that are not Special Program transactions. We may use your payments up to the required Minimum Payment to pay down Special Program balances before other balances on your Account. This may reduce the time that any Special Program applies to your account. This also may increase the amount of interest you will owe on the other balances. Special Program may include, for example:

### Introductory Rate

A lower APR rate ("Introductory Rate") will apply to your account or to certain transactions in your account for a specified period of time ("Introductory Period") in connection with special promotions that we may offer. The Introductory Period will end earlier if your account is closed. After the Introductory Period, interest will be imposed against any outstanding balance at the end of your billing cycle at the applicable APR rate that has been disclosed to you.

### Finance Charge

We calculate the finance charge differently for Cash Advances and Balance Transfers than for Purchases and Other Charges as described below.

#### 1. Purchases and Other Charges

You may avoid additional finance charges on Purchases and Other Charges by paying the total New Balance in full prior to the Payment Due Date (the permitted grace period is twenty-five (25) days from the closing date of the billing period) indicated on your monthly statement. Unless you pay the total New Balance by the Payment Due Date, a finance charge will be imposed on Purchases and Other Charges ("Purchases Balance") on your next monthly

periodic statement. We figure the finance charge on your Purchase Balance by applying the monthly periodic rate for purchases to the average daily balance of your Purchase Balance (including current transactions) during the billing period covered by your monthly periodic statement. To get the average daily balance we take the beginning balance of your Purchase Balance each day, add any new Purchases and Other Charges, subtract any payments or credits applied to your Purchase Balance, and subtract any unpaid finance charges included in your Purchase Balance. This gives us the daily balance. Then, we add up the daily balances for the billing period and divide the total by the number of days in the billing period. This gives us the average daily balance of your Purchase Balance during the billing period. We multiply this average daily balance by the monthly periodic purchase rate in effect at the close of your billing period to determine your finance charge for Purchases and Other Charges for the billing period.

## 2. Cash Advances

A finance charge is assessed from the date of the advance until the date it is repaid. You may not avoid finance charges on cash advances. However, the earlier you make your payment, the less finance charge you will be assessed. We figure the finance charge on cash advances by applying the monthly periodic rate for cash advances to the average daily balance of cash advances (including current transactions) in your account during the billing period covered by your monthly periodic statements. To get the average daily balance of cash advances, we take the beginning Cash Advance balance of your account each day, add any new cash advances, subtract any payments or credits applied to cash advances, and subtract any unpaid finance charges included in your Cash Advance balance. This gives us the average daily balance of cash advances in your account during the billing period. We multiply this average daily balance by the monthly periodic cash advance rate in effect at the close of your billing period to determine your finance charge for cash advances for the billing period. Convenience checks will be treated in all respects and posted as cash advances. The total combined cash advance and convenience check limit will be 25% of your overall credit limit.

## 3. Balance Transfers

We will permit a balance transfer in connection with certain promotional offers that we make. A balance transfer results when you transfer a balance from another credit account to your credit card account. We will not process a request to transfer a balance from any other account you may have with us. A balance transfer also includes your use of a convenience check for a transaction that accesses your credit card account for payment. A finance charge is assessed from the date the balance transfer transaction is posted to your account. There is no grace period for a balance transfer, and this means that you will be paying interest from the date the transaction posts to your account. The earlier you make your payment, the less interest you will be paying. We figure the finance charge on balance transfers by applying the monthly periodic rate for balance transfers to the average daily balance of balance transfers (including current transactions) in your account during the billing period covered by your monthly periodic statements. To get the average daily balance of balance transfers, we take the beginning Balance Transfer balances of your account each day, add any new balance transfers, subtract any payments or credits applied to the balance transfers, and subtract any unpaid finance charges included in your Balance Transfer balance. This gives us the daily balance. Then, we add up all the daily balances for the billing period and divide the total by the number of days in the billing period. This gives us the average daily balance of balance transfers in your account during the billing period. We multiply this average daily balance by the monthly periodic balance transfer rate in effect at the close of your billing period to determine your finance charge for balance transfers for the billing period. Convenience checks and balance transfers will be treated in all respects and posted as balance transfers.

# Transactions

## Recurring Preauthorized Transactions

Recurring preauthorized transactions occur when you authorize a merchant to automatically initiate a transaction using your credit card on a recurring basis. We are not responsible for recurring transactions if your account is closed, suspended, or the account number changes. We may (but are not required to) provide your new card number and expiration date to any merchant(s) in order to continue your recurring preauthorized transactions. There will be circumstances where you will have to contact the merchant.

## Stopping Payment of Preauthorized Transactions

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. To do so you must call us at 1-800-964-3444, or write us at FirstBank PO Box 150427 Lakewood, CO 80215, in time for us to receive your request three (3) business days before the payment is scheduled to be made. If you call, we will also require you to put your request in writing. We must receive your written request within fourteen (14) days after you call. Your stop payment request must include the name of the payee, the scheduled payment date, the exact amount of the scheduled payment, and your account number. We may charge you for each stop payment order that you give us. If you order us to stop payment three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## Stopping Payment on Convenience Checks

If you write a convenience check on your account, you can stop payment on it if it has not yet been paid from your Account. To stop payment, you must call us with all of the following information: the exact dollar amount of the check, the check number, your account number, the name of the party to who the check was made payable, and the name of the person who signed the check. We will stop payment on your check if we receive your stop payment request by the business day before the day we process your check. The stop payment order remains in effect for 6 months. You may write to us to cancel the order at any time.

## Credit and Credit Balances

When you return merchandise purchased with a credit card, the merchant has fifteen (15) days to post the credit to your account. You are responsible for any finance charge incurred on such a sale until the credit is posted. If there is a credit balance on your credit card account for more than six (6) months, and we have been unable to refund that balance to you despite our good faith and efforts to locate you, your credit card account will be automatically converted into a transaction account. We will then treat that transaction account as a dormant account subject to the service charges specified in our transaction account rules and regulations.

## International Transactions

All transactions in foreign currencies will be converted to U.S. dollars and posted to the applicable account at the exchange rate selected by Visa from the range of rates available in wholesale currency markets or the government-mandated rate in effect for the applicable processing date. Based on card program, we will assess a fee of three percent (3%) of the transaction amount on all international transactions (transactions conducted outside of the 50 United States including Internet merchants) including those initiated in U.S. dollars as well as those in foreign currencies.

## Fees

### Late Payment Fee

We may charge you up to \$35 if we do not receive the minimum payment due for the billing period by the end of 10 days after the Payment Due Date. Failing to make the required minimum payment by the Payment Due Date will cause an

interruption in your ability to continue using the card. The Late Charge will be posted to your credit card account at the end of the 10 day period and will appear on your next billing statement. Late payments posted to the card prior to the end of the 10 day period will not stop Finance Charges from being assessed.

## Fees for Balance Transfers and Cash Advances

We impose a separate fee for each balance transfer or cash advance transaction. Each fee will be described in your periodic statement for the billing cycle in which the transaction occurred and will become part of your New Balance.

On your monthly periodic statement we will disclose to you the total finance charge assessed for the billing period (the sum of the finance charge for cash advances and balance transfers and the finance charge for purchases and other charges including the fee described in the "International Transactions" paragraph), your daily balances for cash advances and balance transfers and purchases and other charges, the monthly periodic rates used to compute your finance charges and the corresponding annual percentage rates.

This program utilizes a variable-rate feature. The ANNUAL CASH ADVANCE PERCENTAGE RATE, BALANCE TRANSFER RATE AND PURCHASE PERCENTAGE RATE (corresponding to the monthly periodic cash advance rate, balance transfer rate, and monthly periodic purchase rate) can change as a result. The annual percentage rates are based on the value of an index which may vary quarterly. The index we will use during the term of this Agreement is the highest "Prime Rate" as published in the Money Rates table of the Wall Street Journal as of the first business day of March, June, September, and December. At these times the index may either increase or decrease. These index changes will take effect for purposes of calculating your finance charge on the first day of each billing period which ends in a month following a change in the index (billing periods ending in April, July, October, and January).

To determine the annual percentage rates that will apply to your account we add margins to the value of the index. The margins for this Program are 11.9% for purchases and other charges, and 14.9% for cash advances, convenience checks and balance transfers. Your monthly periodic rates are computed by dividing the annual percentage rates by 12. The current annual percentage rates and monthly periodic rates will be provided on the monthly periodic statements that we send to you, and they may be obtained by calling us. The maximum ANNUAL PERCENTAGE RATE (A.P.R) that can apply is 21%. Apart from this rate, there is no other limit on the amount by which the rates can change during any quarterly or annual period. An increase in the annual percentage rates will result in higher finance charges.

The initial annual purchase percentage rate and monthly periodic rate used to calculate the finance charge may be "discounted." This means it is not based on the index and margin used for later rate adjustments. If your initial annual percentage rate is discounted, the discounted rate and the time period to which it will apply were disclosed to you in the letter approving you for this Program.

If the index used in this Agreement to determine your annual percentage rates should no longer be available, we may select a new index. The new index will have a historical movement substantially similar to that of the original index, and the new index and margin will result in annual percentage rates substantially similar to the rates in effect at the time the original index became unavailable.

## Transaction Fee for Cash Advances

We may charge a 2.5% or minimum \$2 fee for all cash advance transactions. This would include automated teller machines, convenience checks, and cash advances done within financial institutions. The transaction fee for cash advances will post to your credit card account on the same day as the related cash advance transaction.

## Transaction Fee for Balance Transfers

We may charge a 2.5% or minimum \$2 fee for all balance transfer transactions. The transaction fee for balance transfers will post to your credit card account on the same day as the related balance transfer transaction.

## Additional Fees and Charges

We may impose certain fees and charges in connection with your use of the services described in this Agreement. We may impose a fee for issuing a card to replace a lost or stolen card. We may also assess a returned check fee if a check you submit to us as a payment on your account is returned unpaid. All fees and charges may be charged by us at any time. A list of our current fees and charges is available upon request by writing to us at PO Box 150427, Lakewood CO 80215 or calling [303-237-5000](tel:303-237-5000) or [1-800-964-3444](tel:1-800-964-3444).

## Payments

### Payments

For each of your credit card accounts, we will send you a monthly periodic statement showing your outstanding balance at the beginning of the billing cycle ("Previous Balance"), all payments and credits posted to your account, all charges and cash advances during your billing cycle, the amount of any finance charge, and your outstanding balance at the end of your billing cycle ("New Balance"). Your statement will also indicate the minimum payment due for the billing period and the Payment Due Date. Your minimum payment will be the greater of any portion of your balances in excess of your credit limit, three percent (3%) of the New Balance, or Twenty Dollars (\$20.00). You may pay the minimum payment, more than the minimum payment, or the entire outstanding balance. You can always prepay any outstanding balance in part or full at any time. You must make a payment at least equal to the required minimum payment by the Payment Due Date or you will be in default. Any payment you make in excess of the minimum payment due will be first applied to balances accruing the highest interest rate until completely satisfied, and then applied to balances at the next highest interest rate. We may reject and return any payment that creates or adds to a credit balance on your Account. An attempt to make any payment in excess of your Current Balance through Online Banking or the Mobile App will result in an error message. If overpayment or credits result in a credit balance, the credit balance will be refunded to you in a timely manner or within seven (7) business days from receipt of a written request from you. You may write to the address provided on your Statement to request a refund of any available credit balance.

## Digital Wallet Terms and Conditions

You can add a FirstBank credit card (a "FirstBank Card") to your Digital Wallet ("Wallet"). Your payment-supported Apple or Android device ("Wallet Provider") allows you to create virtual representations of your FirstBank Card in order to make payments at the terminals or readers maintained by merchants who accept contactless payments. By using this service, you agree to follow these terms and conditions.

You must follow the instructions specified by the Wallet Provider in order to add your credit card to the Wallet. Only eligible cards in good standing may be added. We have the right to limit the number of supported iOS or Android devices to which you can add a FirstBank Card. In certain instances, we may permit a FirstBank Card of up to two cardholders to be added to one supported device.

You are solely responsible for maintaining the confidentiality of your Wallet and the means by which any Wallet application may be accessed. If you share these credentials with another person, they may be able to conduct transactions with your Wallet. You must call FirstBank immediately at [1-800-964-3444](tel:1-800-964-3444) if you believe your device credentials have been lost, stolen or compromised in any way, or an unauthorized person has used or may use your credentials without authorization. A FirstBank card can be removed from the Wallet by following the procedures supplied by the Wallet Provider. We can also block purchases with a FirstBank card in the Wallet at any time.



You will be responsible for all fees imposed in connection with the use of your Wallet. This will include fees such as data usage or text messaging charges imposed by your wireless carrier. We do not currently charge a fee for using a FirstBank card with a supported device.

You will be subject to any restrictions that third parties may impose regarding the use of your Wallet. You will also be subject to any third party agreement you may have with your wireless carrier, the Wallet Provider, and any third party website or provider. We are not responsible for the security, accuracy, legality, appropriateness or any other aspect of the content or function of the Wallet Provider or any third party products or services.

We will have the right to send you communications and disclosures in connection with this service. You consent to this and also agree that we can contact you by any method of contact you provide to us in connection with any of your FirstBank accounts or services. You agree to notify us with updated contact information when changes occur.

We collect certain information from the Wallet Provider to verify your identity and to enable you to use the FirstBank card. You authorize us to collect, use and share your information in accordance with the applicable FirstBank privacy notice and online privacy statement as amended from time to time. The FirstBank online privacy statement is available at [www.efirstbank.com](http://www.efirstbank.com). We do not have any control over the privacy and security of information you provide to the Wallet Provider.

These terms and conditions are governed by the laws of the State of Colorado except to the extent superseded by federal law. Disputes arising out of your use of this service will be subject to the alternative dispute procedures contained in this agreement. We may terminate this service at any time without notice. We may also change these terms and conditions at any time. We will provide notice by any method of contact you provide to us. You will not be able to change these terms and conditions, but you can terminate this service at any time by removing all FirstBank cards from the Wallet.

If you have questions, disputes, or problems with the Wallet, contact the Wallet Provider. If you have questions, disputes or problems concerning the FirstBank Card, contact us at [303-237-5000](tel:303-237-5000) or [1-800-964-3444](tel:1-800-964-3444).

## Obligation to Pay

You promise to pay all amounts billed to you under your credit card account along with applicable finance charges, annual fees, collection costs, attorney's fees as allowed by law or arbitration rules, and all charges which we may impose in connection with the use of services described in this Agreement. We can accept late payments, partial payments, drafts, and checks or money orders marked "payment in full"(or similar language) without losing any of our rights to enforce full payment of the indebtedness which may at any time be owed under this Agreement. If a credit card is issued in the name of two or more persons, then all persons to who a credit card is issued will be individually as well as jointly liable for all indebtedness incurred under the Program. This individual and joint liability exists regardless of which card holder is responsible for creating the debt, and regardless of any divorce, dissolution, separate maintenance, legal proceedings, or agreements that may affect liability between any of you. This individual and joint liability continues until all obligations are paid in full and credit cards have been returned to us.

## Agreement

### Miscellaneous

This Agreement will be governed by the laws of Colorado and applicable federal laws. This means that you may not use your credit card to purchase or charge goods and services in violation of Colorado law. This includes activities such as online gambling. If any terms of this Agreement cannot be legally enforced, it is to be considered changed to the extent necessary to comply with the law. All credit cards remain our property, and you must pay any amount owing to us and return all cards and blank checks issued to you by any FHC Subsidiary in the event any of your rights under this

Agreement are terminated. You may not assign this Agreement or any rights under this Agreement. However, we may assign any part of our rights or obligations under this Agreement.

## Change of Terms

We may change any term, condition, service or feature of your credit card account at any time, and the change will apply to your existing unpaid balances as well as future activity in your credit card account. We will provide you with notice of the change to the extent required by applicable law.

## Credit Information

When you apply for an account under this Agreement, you authorize us to obtain a credit report and obtain any other information about your creditworthiness. Any unfavorable information will be grounds for us to terminate any service we provide for you. In addition, you agree to give us financial statements and other information which we may request in the future to evaluate your financial condition.

When we loan you money under this program, we are relying on the information you have given us in your application. You represent that this information is true and correct and that you will keep us informed in writing of any material change in this information.

## Default

If you fail to make any required payment when due or exceed your credit limit, or, if you default in any other credit obligation to any FHC Subsidiary, you will be in default under this Agreement. You will also be in default if: you violate any of the terms of this Agreement; you overdraw any account with any FHC Subsidiary or otherwise fail to maintain it in good standing; you permit the entry or service of any garnishment, judgement, tax levy, attachment or lien against you or any of your property; you become the subject of any bankruptcy or debtor rehabilitation proceedings (whether voluntary or involuntary); you permit the appointment of a receiver for any portion or all of your property; you die; you fail to furnish us with financial statements upon our request; you experience a significant adverse change in your financial condition; any statement which you have given us turns out to have been untrue; or we feel in good faith that something has happened which seriously affects your ability to repay your obligation to us. Upon the occurrence of any event of default, or upon our termination of any of your rights under this Agreement, we have the right to declare all of your indebtedness due and payable at once. The unpaid balance of your indebtedness shall continue to accrue finance charges at the rate applicable as disclosed in this Agreement. We are under no commitment to extend further credit to you at any time after an event of default occurs. However, you are under a continuing obligation to repay all amounts to us in which you owe under this Agreement.

## Delay in Enforcement

If we accept late or partial payments or delay enforcing any of our rights under this Agreement we will not lose those rights.

## Military Lending Act

The Military Lending Act (MLA) is a federal law that provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. If you are a covered borrower under the MLA, the cost of consumer credit may not exceed an annual rate of 36 percent (36%). 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).

Under the MLA, covered borrowers do not have to submit to compulsory arbitration. Therefore, if any dispute arises between you and us under this agreement, you will have the right to resolve the dispute in court. The arbitration section of this agreement will only apply if you voluntarily consent to have a dispute arbitrated or mediated. This exemption from compulsory arbitration shall not apply to any borrower who is not covered under the MLA.

Covered borrowers have other rights under the MLA. If you are a covered borrower under the MLA, any provisions or terms in this agreement that are in conflict with rights or protections granted under the MLA will be inapplicable and will not be enforced against you. To obtain additional information about the MLA and your eligibility as a covered borrower, you can call our toll free telephone number at [1-844-839-9473](tel:1-844-839-9473) to listen to a recording that summarizes your rights as covered MLA borrower. You may also contact us at [1-800-964-3444](tel:1-800-964-3444) to speak to one of our representatives and obtain additional information.

## Termination

You (including any joint account customer) may terminate further loans or services by notifying us and returning all current cards which have been issued to you. If you do not use your credit card for a period of six (6) consecutive months, we will have the right to suspend or terminate your account. We may also terminate your rights to use any of the services under this Agreement at any time. You will still be required to pay any present or future outstanding balance resulting from your use of any of the services in accordance with the terms of this Agreement. You may not use any of the services after they have been terminated or cancelled.

## Information Sharing and Communication

### Release of Information

We routinely report the manner in which you meet your obligations under this Agreement to credit reporting agencies, to our affiliates and to other persons or entities. We may also obtain credit and employment information about you. You authorize us to obtain and release this information. At your request, we will inform you whether we requested credit reports concerning you and the names and addresses of the credit reporting agencies which furnished the reports.

### Telephone and Wireless Express Consent

**Telephone Recordings.** You authorize us and any of our affiliates to monitor and record your telephone conversations with any FirstBank employee in order to ensure quality service. You also authorize us to record telephone conversations that we may have with any other person who purports to act on your behalf. We have the right to record any conversations or requests relating to wire transfers or any other transactions in your account. You agree that these recordings and any other records or journals we may keep will be considered to accurately reflect the terms of any transaction or request even if there is a conflict with your records.

By providing a telephone number for a cellular telephone or other wireless device, you are expressly consenting to receiving communications at that number. We may use any number of technologies to communicate with you at that number, including but not limited to prerecorded or artificial voice message calls, text messages, and automatic telephone dialing systems. These communications may be originated by FirstBank and/or agents working on our behalf and may be informed in nature or for the purpose of servicing your account. Calls and messages covered by this consent may incur access fees from your cellular provider. Message and data rates may apply.

## PREScreen AND OPT OUT NOTICE

*This "prescreened" offer of credit is based on information in your credit report indicating that you meet certain criteria. This offer is not guaranteed if you do not meet specified criteria. If you do not want to receive prescreened offers of credit from this and other companies, call TransUnion at 1-888-567-8688 or visit the website at [www.optoutprescreen.com](http://www.optoutprescreen.com) or write TransUnion Opt Out Request PO Box 505 Woodlyn, PA 19094-0505.*

## Arbitration

### Collection Expense

If we undertake collection or legal action to enforce our remedies or any arbitration provisions under the terms of this Agreement, you agree to pay our attorney's fees, expenses, and litigation costs to the extent permitted by law.

### Resolution of Disputes

In the event any dispute or claim arises between you and us under this agreement, you or we have the right to have the dispute or claim decided by binding arbitration. Arbitration is an alternative procedure for resolving disputes without having a judge or jury. An arbitrator determines the outcome after a private hearing. There is no right to obtain punitive or exemplary damages. The decision is final, and there is generally no right of appeal.

Arbitration will not be available in any action or proceeding where we are seeking to recover or foreclose upon any real or personal property collateral which secures your obligations to us under this agreement or to collect any indebtedness which is secured by this collateral. Arbitration shall also not be available in any action or proceeding where we are seeking ancillary remedies or equitable relief with respect to your deposit accounts or any service provided by this agreement. We may pursue any non-judicial remedy or foreclosure action available to us under statutory or common law without having to initiate or be subject to arbitration. In addition, we retain the right before, during, or after the pendency of any arbitration to obtain provisional or ancillary remedies from a court which relates to the subject of arbitration. Neither you nor we will arbitrate any dispute within any "core proceedings" under the United States bankruptcy laws.

The arbitrator will determine whether a dispute is arbitrable. A single arbitrator will resolve any dispute and may consolidate any dispute with any other related disputes, claims or other matters in question. Any court jurisdiction may enter a judgement or decree on the arbitrator's award. The judgement or decree will be enforced as any other judgement or decree.

You acknowledge that the transactions and the relationships which result from this agreement involve interstate commerce. The United States Arbitration Act will govern the interpretation and enforcement of this section. The American Arbitration Association's Commercial Arbitration Rules shall govern the selection of the arbitrator and the arbitration process, unless otherwise agreed to between you and us.

## Your Billing Rights

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:

FirstBank Credit Card Center  
PO Box 150427  
Lakewood, CO 80215

You may also contact us on the Web: [www.efirstbank.com](http://www.efirstbank.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
- 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 why the statement was 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 the payment is due. We may then report you as delinquent if you do not pay the amount we think you owe

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

## Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home State or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card 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:

FirstBank Credit Card Center  
PO Box 150427  
Lakewood, CO 80215

You may also contact us on the web: [www.efirstbank.com](http://www.efirstbank.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.

Revision Date: 07/06/2022