

BBOK VISA GOLD/STANDARD MASTERCARD/GOLD MASTERCARD CARDHOLDER AGREEMENT

Effective March 1, 2013

1. In this agreement "you" and "your" refer to the customer and means each person who has signed an application for a Bankers' Bank of Kansas, N.A. (BBOK) account, whether as an individual user or a joint user. "You" and "your" also refer to the customer who has signed a BBOK card or a VISA or a MasterCard sales draft or cash advance request as an authorized signer. "We", "us", "our" and "Bank" refer to Bankers' Bank of Kansas, P.O. Box 20810, Wichita, KS 67208-6810. "Card" means any VISA or MasterCard card(s) issued to you by us, or other single credit device being used from time to time upon presentation to obtain money, property or services on credit; "Card" is implied when you obtain credit by using your account number without using the Card. If more than one person has signed an application for an account, this agreement applies equally to each signer.
2. You agree that this agreement is entered into at Wichita, Sedgwick County, Kansas, and credit card(s) are issued based on our acceptance of your application at our principal place of business there.
3. This agreement governs any account for which you are liable now or in the future. By signing your card or using your account, or allowing someone else, you accept the terms of this agreement.
4. You agree to sign your card immediately upon receipt. If you fail to do so, and your card becomes lost or stolen, you may be liable for any fraudulent activity, if it is determined, based upon substantial evidence, that you were grossly negligent in the handling of the account or card.
5. We issue credit card(s) at your request for your use alone but they are our property. We may renew your card(s) from time to time. We may cancel or revoke credit privileges at any time without changing your liability for credit we have already extended you. You agree to deliver at our demand the cards bearing your account number to us or to our agent. We may issue you a different card(s) at any time.
6. You authorize us to charge to your account all purchases obtained with your account number. We agree to advance amounts necessary to pay for all proper purchases and advances, provided you are not past due or in default and you abide by the terms of this agreement.
7. You promise to pay in U.S. Dollars, as this agreement requires, for all authorized credit which is incurred with your account number or with the card(s) you requested. You also promise to pay all finance charges and other charges connected with your credit.
8. You agree that "authorized use" means any purchase, cash advance, mail order or other credit incurred by the use of your credit card(s) and/or your account number, whether such use is by you or by any other person who is allowed to use the card or account number by you, regardless of the benefit of use. You agree that your card(s) shall not be used for any illegal transaction.
9. You agree to pay us within **25** days from the "**Closing Date**" shown on each monthly statement, either (a) the "**New Balance**" or (b) a part of the New Balance not less than the "**Minimum Payment Due**" that we have calculated according to the current minimum periodic payment schedule. The schedule we now use follows:

STANDARD MASTERCARD

- a. The minimum payment required is the New Balance shown on your statement if the amount is equal to or less than \$10.00.
- b. If the New Balance exceeds \$10.00, the minimum payment is the greater of (a) 2% (percent) of the New Balance (rounded up to the nearest dollar), (b) \$10.00 or (c) 1% of the New Balance plus any unpaid **FINANCE CHARGES** and unpaid fees. The Total Minimum Payment will include the Minimum Payment calculated above, plus any amount in excess of your credit limit and any amount past due.

VISA GOLD/GOLD MASTERCARD

- a. The minimum payment required is the New Balance shown on your statement if the amount is equal to or less than \$20.00.
- b. If the New Balance exceeds \$20.00, the minimum payment is the greater of (a) 2% (percent) of the New Balance (rounded up to the nearest dollar), (b) \$20.00 or (c) 1% of the New Balance plus any unpaid **FINANCE CHARGES** and unpaid fees. The Total Minimum Payment will include the Minimum Payment calculated above, plus any amount in excess of your credit limit and any amount past due.

Checks should be made payable to VISA or MasterCard. Only checks payable to VISA or MasterCard will be accepted for payment. Checks you have received from another party should not be endorsed over to VISA or MasterCard. That is, BBOK will not serve as a second endorser.

From time to time if your account qualifies, we may allow you to skip your minimum periodic payment during a billing cycle. If you skip a payment, finance and insurance charges, if any, will continue to be due in the month following the month in which you skip the payment.

10. A **FINANCE CHARGE** will be imposed on your account under the following conditions:

a. PURCHASES

A **Finance Charge** will be imposed on Credit Purchases only if you elect not to pay the entire New Balance shown on your monthly statement for the previous billing cycle within **25** days from the closing date of that statement. If you elect not to pay the entire New Balance shown on your previous monthly statement within that **25**-day period, a **Finance Charge** will be imposed on the unpaid average daily balance of such Credit Purchases from the previous statement closing date and on new Credit Purchases from the date of posting to your account during the current billing cycle, and will continue to accrue until the closing date of the billing cycle preceding the date on which the entire New Balance is paid in full or until the date of payment if more than **25** days from the closing date.

b. CASH ADVANCES

A **Finance Charge** will be imposed on Cash Advances from the date made or from the first day of the billing cycle in which the Cash Advance is posted to your account, whichever is later, and will continue to accrue on the unpaid average daily balance of such Cash Advances until the date of payment if paid during the same billing cycle, or until the closing date of the billing cycle preceding the date on which the entire New Balance is paid in full or until the date of payment if more than **25** days from the closing date. If the New Balance shown on your monthly statement for the prior billing cycle is paid in full within **25** days from the closing date of that statement, no **Finance Charges** will be imposed during the current billing cycle for Cash Advances posted to your account during previous billing cycles.

The **Finance Charge** for a billing cycle is computed by applying the monthly Periodic Rate to the average daily balance of Cash Advances, which is determined by dividing the sum of the daily balances by the number of days in the billing cycle. Each daily balance of Cash Advances is determined by adding to the outstanding unpaid balance of Cash Advances at the beginning of the billing cycle any new Cash Advances posted to your account, and subtracting any payments as received or credits as posted to your account, but excluding any unpaid **Finance Charges**.

11. INTEREST RATE

a. PURCHASES

If your account is subject to a Finance Charge, your **ANNUAL PERCENTAGE RATE** may vary quarterly. Your Rate on purchases is determined by adding 6.92% for the VISA Gold and Gold MasterCard and 8.42% for the Standard MasterCard to the "Prime Rate" published in the Wall Street Journal under the "Money Rates" subsection on the closing date of your billing cycle of December, March, June and September of each year. If the closing date of the billing cycle is not a business day, then the first business day following the closing date of the billing cycle.

The **Finance Charge** for a billing cycle is computed by applying the monthly Periodic Rate to the average daily balance of Credit Purchases, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Credit Purchases is determined by adding to the outstanding unpaid balance of Credit Purchases at the beginning of the billing cycle any new Credit Purchases posted to your account, and subtracting any payments as received or credits as posted to your account, but excluding any unpaid **Finance Charges**.

b. CASH ADVANCES

If your account is subject to a Finance Charge, a transaction fee of \$5.00 or 2% of the Cash Advance amount, whichever is greater, will be imposed for each Cash Advance posted to your account during a billing cycle. We will compute the Finance Charge on a Cash Advance by applying a "Monthly Periodic Rate" of 1.500% per month (which is a corresponding **ANNUAL PERCENTAGE RATE** of 18%) as follows:

The **Finance Charge** for a billing cycle is computed by applying the monthly Periodic Rate to the average daily balance of Cash Advances, which is determined by dividing the sum of the daily balances by the number of days in the billing cycle. Each daily balance of Cash Advances is determined by adding to the outstanding unpaid balance of Cash Advances at the beginning of the billing cycle any new Cash Advances posted to your account, and subtracting any payments as received or credits as posted to your account, but excluding any unpaid **Finance Charges**.

12. **OTHER CHARGES** – In addition to the **Finance Charge**, you agree to pay the bank the following fees and charges:

- a. **LATE PAYMENT FEE** If you do not pay a Minimum Payment within 1 day after the Closing Date of the billing cycle in which the payment was due, a late payment charge of **\$25.00** will be imposed on your Account.

b. **RETURN CHECK FEE**

We will assess a return check charge of **\$25.00** for any check or other form of negotiable instrument which is presented for payment on the Account and which is subsequently returned not paid.

c. **INTERNATIONAL TRANSACTION FEE**

VISA - Foreign transactions are subject to a fee by Issuer, of **2%** of the U.S. dollar amount of the transaction and will apply to any cross-border transaction where the licensed VISA merchant and Issuer are located in different countries.

MasterCard - Foreign transactions are subject to a fee by Issuer, of **2%** of the U.S. dollar amount of the transaction and will apply to any cross-border transaction where the licensed VISA merchant and Issuer are located in different countries.

d. **DOCUMENTATION CHARGES**

You may be assessed a charge for copies you request of a document (sales draft, cash advance draft, credit voucher) plus research time; copies of statements which were mailed to you; and any other pass-through fees assessed to us by VISA and/or MasterCard in connection with your account. No charge will be imposed in connection with any good faith assertion of a billing error on your account.

e. All costs of collections including reasonable attorney fees as further noted in paragraph 25 herein.

f. **ATM USAGE** A fee may be imposed by an ATM operator not holding the consumer's account, or by any national, regional, or local network used to complete the transaction. Automated teller machine operator means any person that operates an automated teller machine at which a consumer initiates an electronic fund transfer or a balance inquiry and does not hold an account to or from which the transfer was made, or about which an inquiry is made.

13. **PAYMENTS AND CREDITS** will generally be applied to amounts outstanding at the time the payment or credit is received in the following order:

-Cash Advance Finance Charges

-Purchase Finance Charges

-Late Fees

-Annual Fees

-Cash Advance Accruing Balances (oldest balance is paid first)

-Purchase Accruing Balances (oldest balance is paid first)

-Non-Accruing Balances

1. We agree at no extra cost to provide you and your spouse and dependent children with **up to \$500,000** of insurance for accidental death or dismemberment whenever you travel on a common carrier if you buy your travel tickets with your **Standard MasterCard, VISA Gold or Gold MasterCard** card. A description of insurance terms and conditions will be provided.
2. If you have given us (or give us in the future) a security interest in some of your property (except your principal dwelling) to secure other credit or loans from us, that collateral may also secure your credit card account.
3. **EMERGENCY CASH AND LOST CARD REPLACEMENT**: These services are available to **VISA Gold and Gold MasterCard** cardholders. If you are traveling and your VISA Gold or Gold MasterCard is lost or stolen, please contact our office immediately. Your contact number for VISA Gold and Gold MasterCard is 1-727-570-4881 or 1-800-325-3678. If your account is in good standing and you are within the Continental United States, you can receive a temporary replacement card in one business day. Cardholders outside the Continental United States would need to allow at least three business days for the temporary card to be delivered.
4. We set your credit line when we open your account, and we may change it from time to time. You agree not to incur, or to let others incur, charges on your account that exceed your credit line. If the total charges do exceed the credit line, you agree, when we request, to make a payment to reduce the total on your account to an amount below your credit line. Your credit line will appear on each monthly statement.
5. If you revoke the authority of someone to use your account, revocation is not effective until that person's card expires or you return it to us, whichever is first; provided, however, each joint user agrees to pay all amounts due us for charges made by any joint user until all cards are returned to us and the balances are paid in full.
6. You agree to notify us promptly by telephone of the loss or theft of any credit card bearing your account number. You may notify us by telephone at

(727) 570-4881 or (800) 325-3678.

You will not be liable for any unauthorized use, unless we determine, based on substantial evidence, that you were grossly negligent in the handling of the account or card.

1. You agree that "unauthorized use" means the use of a credit card which has occurred or may occur as the result of loss, theft or other wrongdoing, and which is by a person other than you or your agent, who does not have actual, implied or apparent authority for such use, and from which you receive no benefit.
2. We are not accountable if anyone refuses to honor a credit card with your account number. All Credit Purchases and Loans are effected at the option of the Seller and Cash Advancing Bank, respectively, and Issuer shall not be responsible for refusal by any Seller or Cash Advancing Bank to honor the Card or any Related Card. Any refund, adjustment or credit allowed by Seller shall not be by cash but rather by a credit advice to Issuer which shall be shown as a credit on Cardholder's account statement with Issuer.
3. You agree to advise us promptly if you change your mailing address. We can accept address corrections from the U.S. Postal Service. All written notices and statements from us to you will be sent to your address as it appears on our records.
4. We will consider your account past due if you fail to pay at least your minimum payment in funds acceptable to us by the date it is due. Your account will remain past due until any previous unpaid payment is paid.
5. We can consider you in default if you provide us with false information or signature, if you try to exceed or do exceed your credit line without our permission, if you fail to provide updated information which we request from time to time, if you move (either temporarily or permanently) outside the United States, if you become subject to bankruptcy or insolvency proceedings, if attachment or garnishment proceedings are instituted against you or your property, if there is an event which we believe causes the prospect of payment to be significantly impaired, if you fail to comply with any provision of this agreement or in the event of death. Default on any account with us will constitute default on all accounts with us. Upon default, at our option and under applicable law, we can declare all amounts on your account immediately due and payable. Also, we can exercise all rights available to us under law to collect what you owe us. All remedies are cumulative and our failure to exercise any one shall not affect our rights to any other remedy.
6. If the Bank incurs collection costs or attorney fees in connection with your account, as permitted by applicable law, you agree to pay the reasonable costs of collection, including, but not limited to, attorney fees and collection fees in an amount not to exceed 15% of your unpaid debt on your account if such limitation is required by law.
7. If you make a payment with a check, money order, or other type of instrument marked "Payment in Full" or other language indicating satisfaction of indebtedness, we are not bound by such language and do not waive any rights under this agreement. Where full payment of any indebtedness owing under this agreement is not made, satisfaction of indebtedness shall occur only pursuant to a written agreement, signed by an authorized employee of the Bank.

Communications regarding disputed balances must be sent to: Customer Service, P.O. Box 30495, Tampa, FL 33630.

1. Payments must be made to Issuer in U.S. dollars drawn on a U.S. bank. If Cardholder incurs charges in any other currency, the charges will be converted into U.S. dollars. **VISA**-The exchange rate between the transaction currency and the billing currency used for processing international transactions is: -A rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or -The government-mandated rate in effect for the applicable central processing date. **MasterCard**-The currency conversion procedure includes use of either: -A government-mandated exchange rate, or -A wholesale exchange rate selected by MasterCard and that the government-mandated exchange rate or wholesale exchange rate MasterCard uses for a particular transaction is the rate MasterCard selects for the applicable currency on the day the transaction occurred or when it is posted to the cardholder's account.
2. We can change the terms of this agreement including changing the periodic rate and the annual percentage rate on the existing balance of your account to the maximum rate allowed by law, even if that maximum rate increases after the date of this agreement. We will, of course, comply with applicable law about notice to you if we make any changes.
3. We can waive, or choose not to enforce, any of our rights under this agreement at any time, without the waiver affecting any of our other rights. A waiver on one occasion will not act as a waiver of the same right at a future time.
4. We may sell, assign or transfer your Account or any portion thereof, without notice to you. You may not sell, assign or transfer your Account without first obtaining our prior written consent.
5. From time to time we may monitor telephone calls between you and us to assure the quality of our customer service.
6. We both agree that this agreement is governed by the laws of Kansas except to the extent that federal law applies.

YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify us in Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet of paper at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information: -Your name and account number. -The dollar amount of the suspected error. -Describe the error and explain, if you can, why you believe there is an error.

If you need more information, describe the item you are not sure about. If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules we cannot collect the first \$50.00 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a 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 property or services. There are two limitations on this right: You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and The purchase price must have been more than \$50.00. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

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