

## SIMMONS BANK CREDIT CARD - IMPORTANT DISCLOSURES

I understand that in order to apply for this offer I must be able to print a copy of the Important Disclosures provided herein and by applying I am attesting that I have read the Important Disclosures, printed a copy and agree to be bound as specified therein.

Instant Application Electronic Signature Agreement. By submitting your application online, you are signing the application electronically. You agree that your electronic signature is the legal equivalent of your written signature on the application. By clicking “Submit” you consent to be legally bound by the terms and conditions and important disclosures of the application. You also agree that no certification authority is necessary to validate your Electronic Signature and that you are authorized to enter into this agreement and be bound by its terms.

## ACCOUNT OPENING DISCLOSURES

### INTEREST RATES AND INTEREST CHARGES

Annual  
Percentage  
Rate (APR) for  
Purchases

**9.75% Variable APR**

This APR will vary with the market based on the Prime Rate.

|                                                                                  |                                                                                                                                                                                                                                                                                                 |                                                                         |
|----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| APR for<br>Balance<br>Transfers                                                  | <b>9.75% Variable APR</b><br><br>This APR will vary with the market based on the Prime Rate.                                                                                                                                                                                                    |                                                                         |
| APR for Cash<br>Advances and<br>Convenience<br>Checks                            | <b>13.75% Variable APR</b><br><br>This APR will vary with the market based on the Prime Rate.                                                                                                                                                                                                   |                                                                         |
| How to Avoid<br>Paying<br>Interest on<br>Purchases                               | Your due date is 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, balance transfers and convenience checks on the transaction date. |                                                                         |
| For Credit<br>Card Tips<br>from<br>Consumer<br>Financial<br>Protection<br>Bureau | To learn more about factors to consider when applying for or using a credit card, visit the website of Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .                                                |                                                                         |
| <b>FEES</b>                                                                      |                                                                                                                                                                                                                                                                                                 |                                                                         |
| Annual Fee                                                                       |                                                                                                                                                                                                                                                                                                 | None                                                                    |
| <b>Transaction<br/>Fees</b>                                                      | Balance Transfer                                                                                                                                                                                                                                                                                | None                                                                    |
|                                                                                  | Cash Advance and<br>Convenience Checks                                                                                                                                                                                                                                                          | <b>3%</b> of the amount of each cash advance, but not less than \$4.00. |
|                                                                                  | Foreign Purchase<br>Transaction                                                                                                                                                                                                                                                                 | <b>2%</b> of each purchase transaction in US dollars.                   |
| <b>Penalty Fees</b>                                                              | Late Payment                                                                                                                                                                                                                                                                                    | Up to <b>\$35.00</b>                                                    |
|                                                                                  | Returned Payment                                                                                                                                                                                                                                                                                | Up to <b>\$35.00</b>                                                    |

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)." For further details, please see Additional Disclosures, below or the Credit Card Membership Rules that will be provided to you before you can begin using your new card.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in the Credit Card Membership Rules that will be provided to you before you can begin using your new card.

## ADDITIONAL DISCLOSURES

1. Finance Charges start to accrue on cash advances, convenience checks and balance transfers as of the date the item is posted to your account. Finance charges for purchases generally will start to accrue from the date the item is posted to your account, however, no finance charges will accrue on new purchases if the entire balance in your account is paid by the due date each month.
2. We figure 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 or fees, and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."
3. Your account has a variable rate indexed on the Prime Rate. The rate on your account for purchases and balance transfers is the Prime Rate plus 5.00% per annum. The rate on your account for cash advances and convenience checks is the Prime Rate plus 9.00% per annum. Your rate will increase if the Prime Rate increases, but will only change one time per statement cycle. If the prime rate increases variable APRs (and corresponding DPRs) will increase. In that case 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.

Variable rate APRs are based upon the 4.75% Prime Rate in effect on March 21, 2018.

The membership services of this application are provided by Simmons Bank, Pine Bluff, Arkansas. The applicant(s), as an inducement to issue card, represents and warrants information in or in connection with application to be complete and correct, and that applicant will by accepting the card be bound by the Credit Card Membership Rules supplied with the card and as amended by issuer from time to time, and applicant authorizes Simmons Bank to verify or make inquiries regarding such application information and to furnish same to others in routine credit manner. All of the applicants agree to be jointly and severally liable with applicant to the extent of use of the card and to be bound by the Card Membership Rules as amended by issuer from time to time.

Signature(s) required for credit lines of \$25,000 and above. If you qualify for a credit line of \$25,000 or above, we will send a form to you for your signature(s) prior to mailing the card(s). Credit lines above \$25,000 will require a financial statement.

**Military Lending Act:** 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%. 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). The minimum payment will be the greater of (i) 1% of the New Balance plus all finance charges and late fees assessed during the billing cycle plus any past due amounts, or (ii) \$10. Refer to the written

material you will receive in connection with opening the account. Federal Law requires that these disclosures be provided to you both in writing and orally. To receive the required oral disclosures, please call 800-272-2102 and select the option for Military Lending Act oral disclosures. These Account Disclosures are part of and integrated with your VISA Credit Card Agreement with Simmons Bank. We reserve the right to amend the VISA Credit Card Agreement as permitted by law. The above rates and fees are effective as of 10/04/2017.

## INTERNET PRIVACY

While information is the cornerstone of our ability to provide superior service at Simmons Bank, our important asset is our customer's trust. Keeping customer information secure, and using it only as our customers would want us to, is top priority for all of us at Simmons Bank. Here then, is our promise:

1. We will safeguard, according to acceptable standards of security and confidentiality, any information our customers share with us.
2. We will limit the collection and use of customer information to the minimum we require to deliver superior service to our customers, which includes advising our customers about our products, services, and other opportunities, and to administer our business. We will permit only authorized Simmons Bank employees, who are trained in the proper handling of customer information, to have access to that information.
3. We will always maintain control over the confidentiality of our customer information.
4. You can visit our website and find out about our products and services; read our Corporate reports, or get a news update and other value-added services without giving us any information about yourself.
5. If you do provide personal information, such as address, e-mail, telephone and fax numbers, as well as demographics and customer identification, we will not disclose (share, sell or divulge) it to external organizations unless we have informed you, been authorized by you, or are required to do so by activities and transactions, according to our usual strict security and confidentiality standards.

