

Business Platinum Series Terms & Conditions



IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

APPLICATION INFORMATION: Approved applications will have a credit limit of at least \$750. Approval will be based on a review of the information you provide in this application, your current consumer credit report and any other information bearing on your creditworthiness. You authorize us to receive and exchange information about you, including from your employer, your bank, credit bureaus and others for purposes of verifying your identity and the information on this application and determining your eligibility for credit, renewal of credit, and future extensions of credit. Upon your request, we will inform you of the name and address of each consumer reporting agency from which we obtained a consumer report relating to you. To apply with a joint applicant, write to us at P.O. Box 723847 Atlanta, GA 31139-0847. Every applicant, regardless of marital status, can apply for a separate account. THIS OFFER SUPERSEDES ALL PRIOR OFFERS. Offer valid for new card members only. **Please allow up to 30 days for us to process your application.**

CARDHOLDER AGREEMENT: You agree to be bound by the terms of the Cardholder Agreement, which will be sent with the card. You also agree that the Cardholder Agreement and the account are governed by Arkansas and Federal law. The terms of your account, including rates and fees, are subject to change to the extent permitted by law.

ARBITRATION AGREEMENT: [Agreement to Arbitrate] Arbitration is a method of deciding disputes outside the court system. Your Cardholder Agreement will include an Arbitration Provision (the "Provision"), which governs when and how any disputes you and we may have will be arbitrated instead of decided in court.

CHANGE IN TERMS: We can change, add to, delete or otherwise modify the terms of this Agreement and/or the Cardholder Agreement at any time in any way permitted by law. We will send you a notice of change at least 45 days (or as required by applicable law) before the effective date of the change. We do not have to send you an advance notice of the change if it favors you, such as by reducing interest rates, or increasing the maximum credit limit. Except in cases where we are changing terms due to the Minimum Payment Due not being received within 60 days of the Payment Due Date, you agree that the change may cover all transactions made 15 days after we mail the notice. If you do not agree to the change, a method for rejecting the change and closing the account will be provided in the Change of Terms Notice. You agree that if you use your card after the effective date of the change, this will constitute your agreement with the change.

INFORMATION SHARING: First Arkansas Bank and Trust's Privacy Policy is available online at www.24-7cardaccess.com.

STATE LAW NOTICES
Finance charges not in excess of those permitted by law will be charged on outstanding balances from month to month. You may at any time pay all or part of your unpaid balance.

CALIFORNIA RESIDENTS: Applicant, if married, may apply for a separate account.

NEW YORK RESIDENTS: Call the New York State Banking Department at (880) 518-8866 for a comparative list of credit card rates, fees and grace periods.

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

MARRIED WISCONSIN RESIDENTS: No provisions of any marital property agreement, unilateral statement under section 766.59 or court decree under section 66.70 will adversely affect the interest of the creditor unless the creditor, prior to the time credit is granted, is furnished a copy of the agreement, statement, or decree or has actual knowledge of the adverse position when the obligation to the creditor is incurred. We are required to ask you to provide the name and address of your spouse.

CONSENT TO ELECTRONIC COMMUNICATIONS
You may choose to receive your monthly billing statements and other communications regarding your account or your application for an account, including disclosures and notices pursuant to the federal Equal Credit Opportunity Act and Regulation B; the federal Fair Credit Reporting Act; the federal Truth in Lending Act and Regulation Z; the federal Electronic Funds Transfer Act and Regulation E; the federal Gramm-Leach-Bliley Act; and any other applicable federal, state or local law or regulation, ("Communications") electronically at the email address you provided to us on this application. You may request paper copies of any Communications we send you by writing to us at **Card Services P.O. Box 723847 Atlanta, GA 31139-0847**. We will send you paper copies of any requested Communications by U.S. mail for a \$5.00 fee. Your consent to receive electronic Communications applies only to this application and your account, if one is opened. Before you consent to receiving Communications electronically, you should consider whether you have the required hardware and software capabilities. To access and retain documents electronically, you will need to use the following computer software and hardware: a computer with Internet access and an Internet Browser that meets the following minimum requirements: Microsoft® Internet Explorer 5.0 or later versions, Netscape Navigator 4.0 or later versions or Mozilla Firefox 1.0 or later versions. Also, the specific Internet Browser must support at least 128-bit encryption. You will need a PDF file reader like Adobe® Acrobat Reader. If at any time while your account is open, these requirements change in a way that creates a material risk that you may not be able to receive Communications electronically, we will notify you of these changes. You will need a printer or a long-term storage device, such as your computer's hard drive, to retain, download or print a copy of Communications that we send you for your future reference. You are responsible for notifying us if you change your email address. If we do not have a valid email address for you, we cannot send you electronic Communications and we will switch your delivery preference to U.S. Mail. You are free to withdraw your consent at any time. If you wish to withdraw your consent, you can write to us at **Card Services P.O. Box 723847 Atlanta, GA 31139-0847**.

Please initial or mark the box on the application if you wish to receive communications electronically. To confirm your request, you must visit our website at www.24-7cardaccess.com and select the option to receive electronic statements. Otherwise, you will receive Communications via U.S. mail. By initialing or marking, you acknowledge that you have access to an internet-connected computer that meets the requirements described above and that you are able to use the computer to receive Communications.

AUTO-PAYMENT (ACH) AUTHORIZATION
You authorize us, or our servicer, to initiate Automated Clearing House ("ACH") debit entries to the bank account(s) that you identify on this form ("Bank Account") on each monthly payment due date, to pay the amount you select (but not exceeding the then current balance of your account), and to re-initiate a debit entry once after notification that a debit entry has been dishonored for any reason.

You have the right to receive notice of all electronic fund transfers from your Bank Account that vary in amount, and by signing the ACH Authorization, you agree that your monthly billing statement will serve as your notice of the amount of your monthly payment.

YOU ARE NOT REQUIRED TO AGREE TO THIS ACH AUTHORIZATION IN ORDER TO OBTAIN AN EXTENSION OF CREDIT FROM US. Automatic payment is offered for your convenience. You may make additional payments by any accepted means, but any such payments will have no effect on the initiation of payments under this authorization. You acknowledge that you are voluntarily choosing to pay electronically. You understand and acknowledge that you may terminate the ACH Authorization by notifying us at **Card Services P.O. Box 723847 Atlanta, GA 31139-0847** in such time and manner as to afford us and your bank a reasonable opportunity to act on it. You also authorize us to verify all of the information that you have provided to us, as well as certain past and/or current information. If there is any missing or erroneous information in or with the information that you have provided to us regarding your bank, bank routing and transit number, or Bank Account number, then you authorize us to verify and correct such information.

If you or we terminate automatic payments, then you will be responsible for paying all amounts that you owe us by other acceptable means.

Application for: (Please check one. If nothing is checked, the default is Platinum Classic)

Bank Number **6120**

<input type="checkbox"/> BUSINESS PLATINUM CLASSIC	<input type="checkbox"/> BUSINESS PLATINUM PAYBACK	<input type="checkbox"/> BUSINESS PLATINUM PREFERRED
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*Total Credit Limit Requested¹: _____ *Payment Option Desired (Check one): Consolidated Bill Individual Bill

¹For Credit Limits over \$15,000.00, we require additional documentation. Please see Required Documentation specified on the back of this form.

Information About Your Business - Applicant (Please Print Clearly) *Indicates Required Fields

*Business Legal Name: _____

Doing Business As: _____ *EIN/Tax ID #: _____

*Business Location Address: _____

*City: _____ *State: _____ *Zip Code: _____

*Business Billing Address: _____

*City: _____ *State: _____ *Zip Code: _____

*Yrs. in Business: _____ *Legal Structure: Corporation Partnership Sole Proprietor Non-Profit / NGO Other

*Business Category: _____ *Number of Employees: _____ *Gross Annual Sales: _____

Contact Person *First Name: _____ *Middle Initial: _____ *Last Name: _____

*Business Phone: _____ *Email Address: _____

Principal / Officer CALIFORNIA RESIDENTS: Applicant, if married, may apply for a separate account. *Indicates Required Fields

*First Name: _____ *Middle Initial: _____ *Last Name: _____

*Title: _____ *SSN: _____ *Birth Date (mm/dd/yyyy): _____

*Home Address: _____ *Home Phone: _____

*City: _____ *State: _____ *Zip Code: _____ *Cell Phone: _____

*% of Ownership: _____ *Yrs. Owned: _____ *Email Address: _____

*Personal Annual Income²: _____ *Monthly Obligations³: _____

²Alimony, child support and other separate maintenance income need not be revealed if you do not wish to have it considered as part of your application. ³Include an estimate of what you are personally required to pay on a monthly basis, including rent/mortgage, utilities and other expenses, etc.

PRINCIPAL / OFFICER SIGN HERE. I hereby certify that all the above statements and the information on the front and back of this Application form are submitted for the purpose of obtaining credit. I, as representative of the Applicant and Principal / Officer, certify that the information given is true and correct, and I authorize Issuer (as identified on the back of this Application) to obtain all credit information necessary to process this application. I authorize the Issuer to check with credit reporting agencies and other sources (with respect to the Business, Applicant and Principal / Officer) for any lawful purpose in connection with this Application and any account or party related to this Application. I agree to the terms and conditions contained in the Cardholder Agreement to be furnished if credit is approved. I understand the Issuer will request information from me to verify my identity in accordance with the USA Patriot Act. My signature as the authorized signer and guarantor means that I am authorized to borrow on behalf of the business and that I agree to the Business Platinum Series Terms and Conditions and Important Disclosures included herein and the Application information, and the Business Cardholder Agreement that will be sent with the card(s) upon account opening. I agree that in consideration of the foregoing, that I absolutely guarantee, without restriction, without conditions or without limitations, the payment of any and all account balances and charges as well as the performance of all obligations of the business and the authorized user(s) card account(s) issued pursuant to this Application and obligations incurred by the business and any authorized user(s).

*Principal / Officer Signature: _____ *Date (mm/dd/yyyy): _____

Application information continued on back



BVCA-1A
2012-07-12
v1.5

TO SUBMIT YOUR APPLICATION Please detach and mail this application in the included postage-paid envelope, or fax to: **1-855-882-9440**.
If you are missing the postage-paid envelope, mail to: **Card Services P.O. Box 723847 Atlanta, GA 31139-0847**

Authorized Users

*Indicates Required Fields

*Name to Appear on Card (limit 24 characters): <i>First Name MI Last Name</i>	*Social Security Number:	*Birth Date (mm/dd/yyyy):	*Authorized Credit Limit Requested:
1.			
2.			
3.			
4.			

Additional Authorized Users / Cardholders must be employed by or affiliated with signing Principal's / Officer's business.

*Total Authorized Credit Limit Requested: _____

E-Statement (Optional)

Deliver my monthly statements electronically.
Please initial or mark this box.

When you submit your delivery preference as E-Statement, we will stop sending you paper versions. We will email you when a new statement or document is available online. You are responsible for notifying us if you change your email address. If we do not have a valid email address for you, we cannot notify you about new statements and notices and will switch your delivery preference to U.S. Mail. You may change your delivery preference at any time. **Please see the *Consent to Electronic Communications* section of the included Terms and Conditions for important additional information before requesting E-Statements.**

Auto-Payment Information (Optional)

You can set up easy monthly payments and never worry about missing a bill. To sign up for automatic payments, fill out the fields below and sign to authorize. **Please see the *Auto-Payment (ACH) Authorization* section of the included Terms and Conditions for important additional information before signing up for Auto-Payment.**

Bank Name: _____ Routing Number: _____
Account Number: _____ Account Type: Checking Savings
Monthly Payment (check one): Minimum Payment Entire Balance Due
Authorization Signature: _____ Date (mm/dd/yyyy): _____

Required Documentation Please submit the following documentation with this Application for credit limit requests over \$15,000.00:

For Corporations, Partnerships, and Sole Proprietorships

- 1) Resolution: Current corporate resolution, partnership resolution, or sole proprietorship resolution containing borrowing authorization.
- 2) Personal Financial Statements: Submit current personal financial statements of all Principal(s) and Owner(s) of the business and any other person(s) who will serve as Guarantor(s).
- 3) Personal Tax Returns: Submit 2 years personal federal and state tax returns of all Principal(s) and Owner(s) of the business and any other person(s) who will serve as Guarantor(s).
- 4) Business Financial Statements: Submit most recent and financial statements for past 2 years. (Preferably prepared by an independent accountant.)
- 5) Business Tax Returns: Submit 2 years federal and state tax returns for the business.

For Associations, Non-Profit Organizations, NGOs or Unincorporated Organizations (must be at least 3 years old)

- 1) Resolution: Borrowing resolution or minutes from meeting where decision was made to obtain credit card, stating desired credit line(s) and name of individual authorized to apply for credit.
- 2) Please submit prior 2 years financial statements including balance sheets, income statements and tax returns.

Identification of Issuer

The Issuer Bank that will evaluate this Application for the purpose of making a credit decision and opening any account(s) and issuing any credit card(s) under this Application is **First Arkansas Bank and Trust**.

Bank Use Only (Please do not write in this section) Special Handling Comments: _____

Contact Name: _____ AMPD Rewards ID#: _____

Contact Telephone Number: _____ Contact Email: _____

Guarantee Application (Y/N): _____ Credit Line Requested: _____ FIN#: _____

Important Disclosures

These are effective as of June 1, 2011. Subject to change. Contact us at 800.854.7642 or by mail at P.O. Box 723847 Atlanta, GA 31139-0847 with any questions you may have.

Interest Rates and Interest Charges

Annual Percentage Rate (APR) for Purchases	14.49% This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	2.99% introductory APR for 6 billing cycles. After that, your APR will be 14.49% . This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	17.99% This APR will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	21.99% . This APR will vary with the market based on the Prime Rate. This APR may be applied to your account if you: <ol style="list-style-type: none"> (1) Make a late payment (2) Make a payment that is returned (3) Do any of the above on any other account held with us How Long Will the Penalty APR Apply? If your APRs are increased for any of these reasons, we may keep them at this higher level indefinitely or until we receive six (6) consecutive payments by the required due date.
How to avoid paying interest on purchases	Your payment due date is at least 25 days after the close of each billing period. We will not charge you periodic interest on new purchases, or any portion of a new purchase, paid by the due date on your current billing statement if your entire balance on your previous billing statement is paid in full by the due date on that statement. There is no time period in which to avoid periodic interest on cash advances.
Minimum Interest Charge	The minimum charge for interest will be no less than \$1.00 or such minimum determined by the State in which you are a resident at the time of application.
Credit Card Tips from the Consumer Financial Protection Bureau	The Consumer Financial Protection Bureau website provides useful information and guidelines to assist you when applying for a credit card and how to use your card. http://www.consumerfinance.gov

Fees

Annual Fee	None								
Rewards Membership Fee	\$0.00								
Transaction Fees:	<table border="1"> <tbody> <tr> <td><i>Balance Transfer</i></td> <td>Either \$10.00 or 4.0% of the amount of each transfer, whichever is greater, but no more than \$45.00 per transfer.</td> </tr> <tr> <td><i>Cash Advance</i></td> <td>Either \$10.00 or 5.0% of the amount advanced, whichever is greater.</td> </tr> <tr> <td><i>Convenience Check</i></td> <td>\$10.00 per check and the check must be greater than \$150.00</td> </tr> <tr> <td><i>Foreign Transaction</i></td> <td>3.0% of the US dollar amount of the transactions originating in a foreign country.</td> </tr> </tbody> </table>	<i>Balance Transfer</i>	Either \$10.00 or 4.0% of the amount of each transfer, whichever is greater, but no more than \$45.00 per transfer.	<i>Cash Advance</i>	Either \$10.00 or 5.0% of the amount advanced, whichever is greater.	<i>Convenience Check</i>	\$10.00 per check and the check must be greater than \$150.00	<i>Foreign Transaction</i>	3.0% of the US dollar amount of the transactions originating in a foreign country.
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How We Will Calculate Your Balance: The method used to calculate your balance is called "average daily balance (including new purchases)."

Variable Rate Information: Your APRs will vary with the market based on the Prime Rate. The Prime Rate is the highest bank prime loan rate as published by the Wall Street Journal in its Money Rates Section on the 14th day (or the next business day if the 14th is not a business day) of the calendar month preceding the first day of the billing period. If the Periodic Rate(s) and corresponding Annual Percentage Rate(s) increase, your interest charges will increase and your minimum payment may be greater. Your Purchase APR will equal the Prime Rate plus a margin of 11.24%, Your Balance Transfer APR will equal the Prime Rate plus a margin of 11.24%, your Cash Advance APR will equal the Prime Rate plus a margin of 14.74%, and your Penalty APR will equal the Prime Rate plus a margin of 18.74%.