

# FIRST OPTION BANK VISA PLATINUM & VISA PLATINUM REWARDS CARDHOLDER AGREEMENT

Effective November 8th, 2024

1. In this agreement “you” & “your” refers to the customer and means each person who has signed an application, as an individual or a joint user. “You” & “your” also refers to the customer who has signed a First Option Bank card, VISA sales draft or cash advance request as an authorized signer. “We”, “us”, “our” & “Bank” refer to First Option Bank, P.O. Box 277, Osawatomie, KS 66064. “Card” means any VISA card(s) issued to you, or other single credit device being used from time to time upon presentation to obtain money, property, or services on credit. “Card” is implied any time you obtain credit using your account number. If more than one person signed the application for an account this agreement applies equally to each signer. You agree that this agreement is entered into at Osawatomie, Miami County, Kansas, and credit card(s) are issued based on our acceptance of your application at our principal place of business there. All parties agree that this agreement is governed by the laws of Kansas except to the extent that federal law applies.
2. This agreement governs any account for which you are liable now or in the future. By signing your card, using your account, or allowing someone else to use your account, you accept the terms of this agreement. You agree to sign your card immediately upon receipt. If you fail to do so and your card is 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.
3. We issue credit card(s) at your request for your use, 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 card(s) bearing your account number to us or to our agent. We may issue you a different card(s) at any time.
4. You authorize us to charge to your account for all purchases obtained with your account number. We agree to advance amounts necessary to pay for all purchases and advances provided you are not past due or in default, and you abide by the terms of this agreement. You promise to pay in US dollars for all authorized credit which is incurred with your account. You also promise to pay all finance charges and other charges connected with your card. You agree that “authorized use” means any purchase, cash advance, mail order or other credit incurred by the use of your account number, whether such use is by you or by any other person who is authorized by you, regardless of the benefit of use. You agree that your card(s) shall not be used for any illegal transaction.
5. 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 use follows:

The minimum payment required is the New Balance shown on your statement if the amount is equal to or less than \$25.00. If the New Balance exceeds \$25.00 the minimum payment is the greater of (1) \$25.00 or (2) 1% of the New Balance (rounded up to the nearest dollar) plus any unpaid **FINANCE CHARGES** and/or late fees. The Total Minimum Payment will include the Minimum Payment calculated above, plus any amount in excess of your credit limit or amounts past due. Checks should be made payable to VISA. Third party endorsements are will not be accepted.

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 the month following the skipped payment.

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

**a. PURCHASES & BALANCE TRANSFERS:** A **Finance Charge** will be imposed on Credit Purchases and Balance Transfers 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 full balance shown on your monthly statement within that 25 day period, a Finance Charge will be imposed on the unpaid average daily balance of said purchases and balance transfers from the previous statement closing date and on new purchases from the transaction date on 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 said advance 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.

**7. INTEREST RATE**

**a. PURCHASES** If your account is subject to a Finance charge, your **ANNUAL PERCENTAGE RATE (APR)** may vary. The Rate on purchases is determined by adding **8.42% for Platinum or 5.92% for Platinum Rewards to the “Prime Rate” published in the Wall Street Journal under the “Money Rates” subsection on the last day business day of each month.**

**b. CASH ADVANCES** A transaction fee of **\$5.00 or 2% of the Cash Advance amount, whichever is greater, will be imposed for each Cash Advance made at an ATM and posted to your account during a billing cycle. A fee of \$10.00 or 2% of the Cash Advance amount, whichever is greater, will be imposed for Cash Advances made in person. We will compute the Finance Charge on a Cash Advance by applying a Monthly Periodic Rate of 1.908% per month, which is a corresponding APR of 22.9%.**

**c. BALANCE TRANSFERS** If the account holder has elected to use a **Balance Transfer option, the Interest Rate will be as noted in the APR for Balance Transfers section of this Agreement then convert to the Interest Rate as shown in Section 7a of this agreement.**

**8. 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 unpaid.

**c. INTERNATIONAL TRANSACTION FEE** Foreign transactions are subject to a fee by Issuer of **2%** of the US dollar amount of the transaction and will apply to any transaction where the licensed VISA merchant and Issuer are 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 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. BALANCE TRANSFERS:** 0% transfer fee.

**f. All costs of collections** including reasonable attorney fees. 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 and collection fees in an amount not to exceed 15% of the unpaid debt on your account if such limitation is required by law.

**g. ATM USAGE 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. ATM operator means any person that operates an ATM at which a consumer initiates an electronic fund transfer or a balance inquiry and does not hold an account.

**9. 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, Cash Advance Accruing Balances (oldest paid first), Purchase Accruing Balances (oldest paid first), Non-Accruing Balances

**10.** We agree to provide you, your spouse, and dependent children with up to \$150,000 of insurance for accidental death or dismemberment whenever you travel on a common carrier if you buy your travel tickets with your First Option Bank VISA Platinum or Platinum Rewards card at no extra cost. A description of insurance terms and conditions will be provided.

**11.** 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.

12. **EMERGENCY CASH AND LOST CARD REPLACEMENT:** If you are traveling and your card is lost or stolen, please contact our office immediately at **(727) 570-4881 or (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. You agree to notify us promptly by telephone of the loss or theft of any credit card bearing your account number. 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.

13. 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.

14. 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.

15. 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.

16. We are not accountable if anyone refuses to honor a credit card with your account number. All Credit Purchases and Loans are affected at the option of the Seller and Cash Advancing Bank respectively, and Issuer shall not be responsible for refusal by any Seller and 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.

17. You agree to advise us promptly if you change your mailing address. We can accept address corrections from the US Postal Service. All written notices and statements from us to you will be sent to your address as it appears on our records.

18. 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.

19. 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 anyone shall not affect our rights to any other remedy.

20. 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.

21. Payments must be made to Issuer in US dollars drawn on a US bank. If cardholder incurs charges in any other currency, the charges will be converted into US 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 time period.

22. 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. 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 date.

23. 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.

24. From time to time we may monitor telephone calls between you and us to assure the quality of our customer service.

#### **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 not 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.

<b>INTEREST RATE AND INTEREST CHARGES</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>4.9%</b> Introductory APR for the first 6 billing cycles after account opening. At the end of this period, your APR will be <b>13.67</b> to <b>16.17%</b> , based on creditworthiness. This APR will vary with the market based Prime Rate.
<b>APR For Balance Transfers</b>	<b>5.9%</b> for the first 12 billing cycles after Balance Transfer. At the end of this period, the APR will vary with the market based Prime Rate as noted in the Interest Rate section of this agreement.
<b>APR For Cash Advances</b>	<b>22.9%</b>
<b>Paying Interest</b>	We will not charge you any interest on purchases if you pay your entire balance by the due date each month. The Interest Charge on cash advances begins from the date you obtained the cash advance. The Interest Charge on balance transfers begins from the date the transaction is posted to your account.
<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">http://www.consumerfinance.gov/learnmore</a>
<b>FEES</b>	
<b>Annual Fees</b>	<b>NONE</b>
<b>Transaction Fees</b>	<b>NONE</b>
<b>Balance Transfer</b>	Up to <b>\$25.00</b>
<b>Rush Ship</b>	2% of the amount of each cash advance with a minimum fee of <b>\$5</b> per ATM transaction or <b>\$10</b> per in person transaction.
<b>Cash Advance</b>	2% of each transaction in U.S. dollars.
<b>Foreign Fees</b>	
<b>Penalty Fees</b>	
<b>Late Payment</b>	Up to <b>\$25.00</b>
<b>Over-the-Credit-Line</b>	<b>NONE</b>
<b>Returned Payment</b>	Up to <b>\$25.00</b>

**How We Will Calculate Your Balance:** We use a method called "average daily balance". See your account agreement for further information regarding how we calculate your balance.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

**How We Will Calculate Your Variable APRs:** We calculate variable APRs by adding a margin to the highest U.S. Prime Rate published in the Money Rates section of The Wall Street Journal two business days (not weekends or federal holidays) before the closing date shown on your billing statement. The APR may increase or decrease each month if the Prime Rate changes. Any new rate will be applied as of the first day of your billing cycle during which the Prime Rate has changed. If the APR increases, you will pay a higher interest charge and may pay a higher minimum payment. The Prime Rate is simply a reference index and is not the lowest interest rate available. If The Wall Street Journal stops publishing the Prime Rate, we will select a similar reference rate.

**Prime Rate:** Variable APRs are based on the 7.75% Prime Rate as of November 8, 2024

**Balance Transfer APR:** Your Balance Transfer rate is **5.9%**. The monthly periodic rate of FINANCE CHARGES is 1/12th of the APR or **0.49167%**.

**Cash APR:** Your Cash rate is **22.9%**. The monthly periodic rate of FINANCE CHARGES is 1/12th of the APR or **1.90833%**.

**Military Lending APR:** Effective October 1, 2017, Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).