

1. Agreement. These regulations govern the possession and use of credit cards (“card”) issued by **Bank of the Flint Hills** (“Issuer”). Each person who applies for a credit card and in whose name the card is issued (“Holder”) consents and agrees to these regulations and to the terms contained on the credit cards, sales drafts, credit adjustment memos and cash advance drafts, signed by or given to Holder or any authorized user of Holder’s cards. When credit cards are issued upon the application of two or more persons, all such persons shall be jointly and severally liable as Holders. The provisions of these regulations, as amended from time to time, govern Holder’s obligations, notwithstanding any additional or different terms contained in sales drafts, credit adjustment memos, cash advance drafts or other forms signed by or given to Holder or any user of Holder’s cards to evidence a credit card transaction. Holder authorizes an investigation of Holder’s credit standing prior to the issuance of a credit card to Holder and at any time thereafter and authorizes disclosure of information to third parties relating to Holder’s credit standing. These regulations apply to all credit cards issued to Holder or to others on Holder’s authorization and to any user of Holder’s cards.

2. Membership Fees. As a condition of participation in the issuer’s credit plan and the issuance of a card, Holder agrees that there is a potential of an annual membership fee for VISA consumer and business accounts. The membership fee described above entitles the Holder to one plastic per card holder. Holder agrees to pay a fee for each additional card requested. Please see Rates and Fees Disclosure Table for fees charged.

3. Use of Card. Credit for purchases from a merchant or a cash advance from a participating financial institution may be obtained by Holder or an authorized user of Holder’s card presenting one of Holder’s cards to the merchant or participating financial institution and, if requested, by providing the proper identifying information and signing the appropriate drafts. Failure to sign a draft does not relieve the Holder of liability for purchases made or cash received. The use of this card for illegal transactions is prohibited. The card may also be used to obtain cash advances from certain automated equipment provided it is used with Holder’s correct Personal Identification Number (“PIN”) issued to Holder. Holder may make ATM withdrawals totaling not more than \$205.00 per day from compatible ATM terminals and up to \$100,000.00 per day in cash advances, subject to available credit. Terminals or terminal operators may have other limits on the amounts or frequency of cash withdrawals. Holder will not be liable for the unauthorized use of the card or PIN issued to Holder which occurs before issuer receives

notification orally or in writing of loss, theft or possible unauthorized use of a card or PIN. Lost or stolen cards or PINS should be reported immediately to Issuer by notifying **CUSTOMER SERVICE**, P.O. Box 31535, Tampa, FL 33631-3535, and Telephone (866) 839-3485.

4. Use of Bank of the Flint Hills card Checks. Credit obtained by use of a Balance Transfer Check shall be treated as a credit purchase. Credit obtained by use of Classic or Premier Check shall be treated as a cash advance.

5. Credit Line. Holder will from time to time be informed of the amount of the approved credit line established for Holder, and Holder covenants not to make credit purchases or borrowings in excess of that amount. Holder is liable for all purchases and borrowings made with Holder's cards by Holder or by anyone authorized to use Holder's cards. Credit limits are subject to change based upon card holder's credit worthiness, payment history and other bank criteria.

6. Payment. Holder will be furnished a monthly statement for each billing period at the end of which there is an undisputed debit or credit balance of \$1.00 or more. Holder shall pay within 25 days after each statement Closing Date either (a) the full amount billed ("New Balance") or, at Holder's option, (b) the minimum payment as described in the corresponding terms ID. Please note, option (b) is not available to business holder card accounts. Payments may be mailed to **Bank of the Flint Hills**, P.O. Box 31021, Tampa, FL, 33631-3021. Payments may be made, in person, at any **Bank of the Flint Hills** office. Other payment options available include auto pay, pay by phone and www.mycardstatement.com. **Payments received after 5:00 p.m. EST on any processing day or at any time on any non-processing day will be considered as payments made on the following processing day.** Business account holders shall pay within 25 days after each statement Closing Date the full amount billed ("New Balance"). All payments by Holder will be applied first to payment of Interest Charges in the order of their entry to the account, second to additional fees and credit insurance charges, if any, in the order of their entry to the account, third to previously billed cash advances, purchases and other similar charges in the order of their entry to the account, and then to current cash advances, purchases and other similar charges in the order of their entry to the account.

7. How we calculate your balance. Interest Charge Calculation Methods (ICM) and Computation of Balance Subject to Interest Rate. The Interest Charge Calculation Method (ICM) applicable to your account for Credit

Purchases (Method G) of goods and services that you obtain through the use of your card and Cash Advances (Method F) is specified below.

8. How we calculate your interest on credit purchases. Method G: Average Daily Balance (including new transactions). To avoid incurring additional Interest Charges on the balance of purchases (and cash advances, if Method G is specified as applicable to cash advances) appearing on your next monthly statement, you must pay the entire “New Balance”, in full, shown on your monthly statement on or before the Payment Due Date. The Interest Charges for a billing cycle are computed by applying the Periodic Rate to the “average daily balance” of purchases (and if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day, and add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide by the number of days in the billing cycle. This gives us the average daily balance.

9. How we calculate your interest on cash advances. Method F: Average Daily Balance (including current transactions). To avoid incurring an additional Interest Charge on the beginning balance of cash advances (and purchases, if Method F is specified as applicable to purchases) reflected on your monthly statement, you must pay the Beginning Balance shown on your monthly statement on or before the Payment Due Date. No grace period is provided for current cycle transactions.

The Interest Charges for a billing cycle are computed by applying the monthly Periodic Rate to the “average daily balance” of cash advances (and if applicable, purchases). To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid interest charges. 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. The Monthly Periodic Rate for cash advances on the Firework’s card is 0.92%, with a corresponding APR of 11.00%. The Monthly Periodic Rate for cash advances on The Oz card is 1.50%, with a corresponding APR of 18.00%.

10. Annual Percentage Rate. The monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** for new accounts are disclosed on the accompanying card mailer. The **ANNUAL PERCENTAGE RATE** will apply both to the outstanding balances in the account and to new cash advances, credit purchases, and other charges.

11. Additional Fees. For a listing of fees charged in association with this card, please see the Rates and Fees Disclosure Table accompanying this Agreement. These charges will not be imposed if Holder's request is in connection with or delivery of the documents in response to an alleged billing error under Regulations E or Z issued by the Board of Governors of the Federal Reserve System. Fees imposed will be posted to Holder's account.

12. Security Interest. All credit advanced to Holder for credit purchases or cash advances constitutes loans made by Issuer to Holder in the state of **KS**. Issuer disclaims as security for loans made to Holder under these regulations any security interest it may at any time have in household goods or real property. Except as disclaimed above, loans made to Holder after the effective date of these regulations may be secured by collateral given by any Holder to secure other loans from Issuer.

13. Foreign Transactions. If a Holder's card is used to effect a transaction in a foreign currency, the transaction amount will be converted to U.S. dollars by VISA International, VISA converts currency to U.S. dollars using either the government mandated exchange rate or the wholesale exchange rate, in effect one day before the date of the conversion, as applicable. The exchange rate is increased up to 1% if the conversion is made in connection with a charge to an account and decreased up to 1% if the conversion is made in connection with a credit to an account. The date of conversion by VISA may differ from the purchase date and the posting date identified in the monthly statement for the account. Holder agrees to pay charges and accept credits for the converted transaction amounts in accordance with the terms of this paragraph.

14. Disputes. Issuer is not responsible for refusal by any merchant, financial institution or automated equipment to honor or accept a card. Except as provided in the Federal Truth-in-Lending laws (as indicated in the Summary of Billing Rights below), Issuer has no responsibility for merchandise or services obtained by Holder with a card and any dispute concerning merchandise or services will be settled between Holder and the merchant concerned.

15. Default. Holder covenants to observe and comply with these regulations and covenants not to permit an event of default to occur. Upon the occurrence of any one or more of the following events of default: (a) Holder fails to pay at least the Minimum Payment when due on two occasions within any 12-month period; or (b) Holder dies, ceases to exist, changes residency to another state, becomes insolvent or the subject of bankruptcy or insolvency proceedings or fails to observe any covenant or

duty contained in these regulations, if such event or breach materially impairs Holder's ability to pay amounts due; the full amount of Holder's account for which the default occurred (including unpaid Interest Charges) shall, at Issuer's option become immediately due and payable if Holder does not cure the default within 15 calendar days after notice is mailed to the address of Holder, or given as otherwise provided by law. Issuer has this right, without notice and opportunity to cure; if the default is the Holder's third default within 12 months and the Holder is notified of the prior two defaults and the Holder cured those defaults.

16. Termination. Holder's consent to these regulations may be terminated at any time by surrendering the cards issued to Holder or at Holder's written request, but such termination shall not affect Holder's obligations as to any balances or charges outstanding at the time of termination.

Termination by any Holder shall be binding on each person in whose name the card is issued. Holder's spouse terminates this credit plan, the full amount of Holder's account (including unpaid Interest Charges) may be declared immediately due and payable. Issuer may terminate Holder's privilege to use the cards if Holder moves out of the service area of Issuer, as defined by Issuer from time to time. Unless sooner terminated, the privilege to use the cards shall expire on the date shown on the cards. At any time, without liability to Holder and without affecting Holder's liability for credit previously extended, Holder's privilege to use the cards may be revoked or limited to the extent not prohibited by law. The cards are and shall remain the property of Issuer and Holder agrees to surrender them to Issuer upon demand.

17. Amendments. Issuer may amend these regulations from time to time by sending Holder advance written notice at least 45 days prior to the effective date for any change that is either adverse to Holder's outstanding balance or increases certain fees, as required by the **KS** Consumer Act from time to time, or not less than 15 days prior to the effective date for other changes, or as may otherwise be required or permitted by law. To the extent that Issuer indicates in the notice and that the law permits, amendments will apply to Holder's existing account balance as well as to future transactions. Notices are deemed given when mailed by Issuer to any Holder to the current address for mailing monthly statements. Invalidity of any provision of these regulations shall not affect the validity of any other provisions unless otherwise provided by the **KS** Consumer Act.

18. Governing Law. Holder agrees to be governed by the **KS** Consumer Act with respect to all aspects of the transactions arising under these

regulations. All statutory references are to the statutes as they may be renumbered or amended from time to time.

19. Last Revised Date = 01/04/2016