



CREDIT CARDHOLDER AGREEMENT,  
DISCLOSURE STATEMENT

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases, Balance Transfers, and Cash Advances	<b>11.75%</b> when you open a Business MasterCard Rewards Account* <b>11.25%</b> when you open a Business MasterCard <b>11.25%</b> on a VISA or MasterCard Rewards Account* <b>10.75%</b> on a VISA or MasterCard Account <b>8.75%</b> on a VISA Gold Rewards Account* <b>8.25%</b> on a VISA Gold Account <b>7.75%</b> on a MasterCard Platinum Rewards Account* <b>7.25%</b> on a MasterCard Platinum Account Your APR will vary with the market based on the Wall Street Journal Prime Rate.

Penalty APR and When it Applies	N/A First Community Bank Utah does not assess a Penalty APR on Credit Card Accounts.
How to Avoid Paying Interest on Purchases	Your due date is at least 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.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	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> .
Fees	
Annual Fee	<b>\$ 20 Annual Fee is only for Personal Rewards cards*</b> <b>\$ 50 Annual Fee per cardholder/control account and is only for Business Rewards cards*</b> No Annual Fee for Non Rewards Card * The Annual Fee will be assessed upon the beginning of the second year your account is open and continues in good standing. It will be assessed annually thereafter.
Transaction Fees <ul style="list-style-type: none"><li>Cash Advance</li><li>Foreign</li></ul>	Either <b>\$2.00</b> or <b>2%</b> of the amount of each cash advance, whichever is greater. <b>1%</b> of each transaction in U.S.

Transaction (s)	dollars.
Penalty Fees <ul style="list-style-type: none"><li>Late Payment(s)</li><li>Returned Payment</li></ul>	<b>Up to a maximum of \$20</b> <b>Up to a maximum of \$20</b>
Other Fees <ul style="list-style-type: none"><li>Research</li><li>Statement Copy</li><li>Photo Copy</li></ul>	\$20 per Hour of Research \$2 per Copy \$5 per Copy

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new purchases).”

**How the APR is determined:** Your APR will vary with the market based on the Wall Street Journal Prime Rate plus 8% for VISA & MasterCard Rewards Card; the Wall Street Journal Prime Rate plus 7.5% for VISA & MasterCard Non-Rewards Card; the Wall Street Journal Prime Rate plus 5.5% for VISA Gold Rewards Card; the Wall Street Journal Prime Rate plus 5% for VISA Gold Non-Rewards Card; the Wall Street Journal Prime Rate plus 4.5% for MasterCard Platinum Rewards Card; the Wall Street Journal Prime Rate plus 4% for MasterCard Platinum Non-Rewards Card; the Wall Street Journal Prime Rate plus 8.5% for Business MasterCard with Rewards and the Wall Street Journal Prime Rate plus 8% for Business MasterCard without Rewards. Variable APRs for each billing period are based on the Prime Rate published in The Wall Street Journal the day before the Closing Date of the previous billing period. The Wall Street Journal may not publish the Prime Rate on that day. If it does not, we will use the Prime Rate from the previous day it was published. When the Prime Rate changes, the

resulting changes to variable APRs take effect as of the first day of the billing period. If the Prime Rate increases, variable APRs will increase. In that case, you may pay more interest and have a higher Minimum Payment Due. Variable APRs are accurate as of 03/16/2020.

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

This Credit Card Agreement (the “Agreement”) is your contract regarding the issuance of one or more credit cards and sets forth the terms of your account or accounts. It also contains disclosures required by the Federal Truth in Lending Act. Please read all of this Agreement, and keep it for your records, because when you have accepted, signed or otherwise used your credit card or cards or the account or accounts associated with the card, you will be deemed to have unconditionally accepted and agreed to the terms of this Agreement, including liability for the account and the account balance. In this Agreement, the words “you” and “yours” mean the cardholder(s) who are contractually liable for the credit card and anyone else the cardholder(s) authorizes to use the card. The words “we”, “our”, “us”, and “Bank” mean First Community Bank Utah, the card issuer. The term “credit card”, “card”, and “account” in this Agreement, mean a Visa or MasterCard card issued by us and the account related to that card.

**TYPE OF TRANSACTIONS AUTHORIZED FOR THE CARD ISSUED:** You may use your account to obtain:

**Purchases:** You can use your account to buy goods and services any place Visa or MasterCard cards are honored. You will be asked to authorize transactions in various ways, including by signature, by using an acceptance button or by inserting a PIN.

**Advances:** You can use your account, if in good standing, to request a cash advance up to your available credit balance. There are two kinds of advances:

Cash Advance: To obtain a cash advance, go to any participating financial institution and present your card with valid identification to request a cash advance. If you are outside the United States, you may receive your advance in local currency unless you are willing to pay an agreed upon exchange rate or exchange fee. You will be limited to the amount of your unused credit limit.

ATM Advance: If you obtain a Personal Identification Number (PIN), you may obtain advances on your card account through designated automated teller machines (ATM). There is a daily limit of \$500.00 for the amount of withdrawals you can make from an ATM. Withdrawals from an ATM will be treated as a cash advance for FINANCE CHARGE and Transaction Fee calculation.

**Balance Transfers:** A request of a balance transfer will constitute acceptance of this credit card agreement. By requesting a balance transfer you authorize First Community Bank Utah to process a one-time, no fee, cash advance on your new account, deposit that amount into an account of your designation, or give to you a cashier's check for that amount. You are responsible to make the payment to the account that you are transferring to. We are not responsible for any charges resulting from any delay in the payment and transfer you make. You will be responsible to contact the party that you transferred the balance from to close your account, if desired.

By requesting a balance transfer to transfer your First Community Bank Utah credit card to another higher rate First Community Bank Utah credit card, (such as a Rewards Card), we will request a new signed application and consider it a new application that would require a full credit qualification before approval. Upon approval, the balance owing (if owing any on the old card) will be transferred to the new number. The balance owing for the lower rate card will be kept separate and billed at the lower interest rate until paid. Any payments made on your new combined account will go the highest interest rate. Any new purchases or advances will be applied to the higher rate as disclosed.

**YOUR PROMISE TO PAY:** By using or allowing someone else to use your card and related account, each responsible cardholder promises to pay for any and all purchases, advances, fees and charges as well as for any FINANCE CHARGES that may be due under this Agreement until the card and related account are fully repaid and cancelled.

**RESPONSIBILITY FOR ADDITIONAL CARDS OR OTHERS USING YOUR ACCOUNT:** Each cardholder will receive a credit card with his or her individual name embossed, but with the same, or substantially similar, card number. You promise to pay for all purchases made by you or anyone you authorize to use your account, with or without a card, and whether or not you notify us that he or she will be using it, and whether or not he or she exceeds any limits imposed by you. If another person has use of your account and you want to end that person's privilege, you must recover and return that person's credit card, if any, or advise us immediately to reestablish a new account and transfer your current balance to it. If you do not recover and return the card, you will continue to be liable for any charges made after you have advised us of your wish to

cancel or transfer the privileges. We reserve the right to learn of the circumstances and receive your written instructions before we process a transfer request. Until receiving the explanation, we may suspend your available credit to the amount currently charged against the card.

**CREDIT LIMIT:** You agree not to use or permit others to use the Card, information from the Card, or a Credit Device if such use would cause either (1) the balance of the Account to exceed the Credit Limit we set from time to time or (2) the balance of the outstanding Cash Advances to exceed the Cash Advance Limit applicable to such Credit Limit. The initial Credit Limit for the Account is sent in a letter. If you need to have your credit limit increased, you will be required to "re-apply" for the increased amount and provide current financial information.

**BILLING STATEMENTS:** We will send you a statement 21 days prior to the payment due date. The statement will show your activity on your card and account, your new balance, the minimum you must pay and the latest day we must receive your payment. If any benefits or programs are associated with your card or account, you must pay your statement by the designated date or you may be subject to forfeiture of the benefits or programs, either all or in part.

**MINIMUM PAYMENTS AND AVOIDING ADDITIONAL FINANCE CHARGES:** You can pay off all your purchases and advances in full each month, or you can pay your balance in monthly installments. If you pay off your new balance in full and we receive your payment by the due date shown on your statement, *you will not have to pay any additional FINANCE CHARGE on the timely-paid amount.* If you decide to pay in installments, however, each minimum payment will be the amount of all Service Fees and Charges + FINANCE CHARGES + 2% of the entire new

balance. If your calculated minimum payment is not a whole dollar amount, it will be rounded down to the next whole dollar. If the new balance is less than \$10.00, you must pay the full remaining balance as your minimum payment. In addition, you promise to pay any amounts that are over-limit or past due, even if those aggregate sums exceed the percentage or dollar payment set forth above in this paragraph.

**PAYMENT ALLOCATIONS:** All payments shall be allocated by us as follows to your account: first, to all Service Fees and Charges; then, to FINANCE CHARGES; and, finally, to reduce the balances owed for purchases, advances and/or outstanding balances.

**FINANCE CHARGE, PERIODIC RATE AND ANNUAL PERCENTAGE RATE:** The FINANCE CHARGE shown on your monthly statement consists of your monthly periodic rate charge plus your transaction charge(s). Your monthly periodic rate charge plus transaction charge(s) gives us your total FINANCE CHARGES for the billing period. Except as set forth below, the FINANCE CHARGE on both purchases and advances start when the purchase or advance is added to your Account. The minimum FINANCE CHARGE for any monthly statement in which there is a FINANCE CHARGE shall be \$1.00 (or it's *pro rata* part if the statement is for less than a month).

**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 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).

**Monthly Periodic Rate Charges:** Monthly periodic rate charges are assessed on your purchases average daily balance and your advances average daily balance as follows. As indicated below, this is a variable interest rate plan and your monthly periodic rate charges may change each billing cycle.

- (a) Average Daily Balance for Purchases.
  - (i) To figure your purchases average daily balance, we start with your purchase balance at the beginning of each day. Then we subtract any purchase credits or payments for that day and add any new purchases and debits posted to your account that day, excluding any unpaid FINANCE CHARGE and Service Fees and Charges. This gives us your purchase daily balance.
  - (ii) Then we add up all the purchase daily balances and divide by the number of days in the billing period. This gives us your purchases average daily balance.
  - (iii) However, if you pay the entire new balance shown on your previous billing statement by the due date, or if your previous balance on your current billing statement is zero, we treat your purchases average daily balance as being zero.

- (iv) We will multiply your purchases average daily balance by the purchases monthly periodic rate. This gives us your purchases monthly rate charge for this billing period.

To determine the purchases monthly periodic rate for a particular billing cycle, we first take the Prime Rate published in the "Money Rates" column of The Wall Street Journal ("Journal") on the last business day of the calendar month preceding the first day of the applicable billing cycle. (If the Journal publishes a range of rates, we will average the high and low of the range for that date; if the Journal fails to publish the Prime Rate for the relevant date, we will use the Prime Rate published in The New York Times or any other newspaper of national circulation selected by us.) The Prime Rate is merely a reference index and may not be the lowest rate available.

For each billing cycle, we take the Wall Street Journal Prime Rate, as described above and add the following "Non-Rewards" cards: 7.5% for Classic Visa and MasterCard; 5% for Visa Gold; 4% for MasterCard Platinum and 8% for Business MasterCard (and round up to the next highest 1/100%). We take the Prime Rate, as described above and add the following "Rewards" card: 8% for Classic Visa and MasterCard; 5.5% for Visa Gold; 4.5% for MasterCard Platinum; 8.5% for Business MasterCard (and round up to the next highest 1/100%). We divide that rate by 12 to get the purchases monthly periodic rate. If the Prime Rate increases, so will your purchases monthly periodic rate, your FINANCE CHARGE, and the amount of your minimum payment.

- (b) Average Daily Balance for Advances.
  - (i) To figure your advances average daily balance, we start with your

advance balance at the beginning of each day. Then we subtract any advance credits or payments for that day and add any new advances posted to your account that day, excluding any unpaid FINANCE CHARGE and Service Fees and Charges. This gives us your advance daily balance.

- (ii) Then we add up all the advance daily balances and divide by the number of days in the billing period. This gives us your advances average daily balance.
- (iii) However, if you pay the entire new balance shown on your previous billing statement by the due date, we exclude all amounts except for new advances. In this case, your average daily balance is based only on your new advances during the billing period.
- (iv) We will multiply your advances average daily balance by the advances monthly periodic rate. This gives us your advances monthly rate charge for the billing period.

To determine the advances monthly periodic rate for a particular billing cycle, we take the Wall Street Journal Prime Rate, as described above and add the following "Non-Rewards" cards: 7.5% for Classic Visa and MasterCard; 5% for Visa Gold; 4% for MasterCard Platinum and 8% for Business MasterCard (and round up to the next highest 1/100%). We take the Prime Rate, as described above and add the following "Rewards" card: 8% for Classic Visa and MasterCard; 5.5% for Visa Gold; 4.5% for MasterCard Platinum; 8.5% for Business MasterCard (and round up to the next

highest 1/100%). We divide that rate by 12 to get the advances monthly periodic rate. If the Prime Rate increases, so will your advances monthly periodic rate, your FINANCE CHARGE, and the amount of your minimum payment.

**Transaction Charge:** In addition to including your new purchases and new advances in the average daily balances for monthly rate charge purposes, as discussed above, we also charge your account a Transaction Charge whenever any advance is added to your account. The amount of the charge depends on the kind of advance, as follows:

Cash advance: the greater of \$2.00 or 2% of the amount advanced.

ATM advance: the greater of \$2.00 or 2% of the amount advanced.

**Figuring Your Annual Percentage Rate:** Your billing statement shows the balance that is subject to a FINANCE CHARGE. We use these balances along with the amount of all new advances to figure your Annual Percentage Rate each month. The balances are your purchases average daily balance and your advances average daily balance, which include your new purchases and your new advances. We will not include any new purchases or new advances more than once in the computation.

**SERVICE FEES AND CHARGES:** As a cardholder, you are responsible for each of the following fees and charges:

**Late Charges, Delinquency and Credit Reporting:** If we don't receive at least your monthly minimum payment by the due date on your billing statement, we can assess up to a maximum of \$20.00 late charge. An account is considered delinquent at the end of the day of the due date if we don't

receive at least your monthly minimum payment and in addition to collection of the account balance, adverse credit reporting may occur. You agree to not use your card during any period your account is delinquent.

Research, Statement Copy and Photocopying Charges: When we research your account in response to your request for a photocopy of a purchase or advance slip or for information about your account, we can bill your account \$20.00 per hour for each research request and \$5.00 for each Photocopy and \$2.00 for each Statement Copy supplied to you. If your request relates to a billing error inquiry, these charges will be waived unless you did not have a reasonable basis to make the request for that reason.

Returned Payment Check Fee: A fee of up to a maximum of \$20.00 will be charged if the payment checks, or like item you gave us, is not honored on first presentment (or subsequent presentments) by your bank.

Collection Expenses: If you do not pay us as required by this Agreement, we may incur collection costs. If collection becomes necessary you will be responsible for collection fees, costs, and reasonable Attorney’s expenses and any expenses we may incur in retrieving your card to the extent not prohibited by law. We can bill these costs to your account.

Annual Fee: If you are approved for a Consumer MasterCard or Visa with “Rewards” an Annual Fee of \$20.00 will be assessed in the beginning of the second year your account is open and continues in good standing. It will be assessed annually

thereafter. Business MasterCard accounts with “Rewards” will be assessed \$50.00<sup>1</sup> which will be assessed in the beginning of the second year your account is open and continues in good standing. It will be assessed annually thereafter. The Annual Fee is non-refundable, whether or not you have used your account. If your account is closed for any reason during the year, we will not refund any portion of the Annual Fee.

**GENERAL TERMS AND CONDITIONS:**

Register And Sign Your Card(s) Immediately: If your card requires activation, you agree to take reasonable effort to activate the card immediately. Cards not activated promptly may be subject to cancellation. You also agree to promptly sign your signature on the portion of the card designated for this purpose.

Unsecured Account: Your Credit Card account is not secured credit. If this is a consumer account, we have no security interest for this account, regardless of any other agreement you may have with us. If this is a business account, we reserve the right of off-set to the greatest extent possible by law, rule or regulation against any other assets, including other accounts, we hold or control on your behalf.

<sup>1</sup> Business MasterCard with “Rewards” can be set up two different ways: (1) Each cardholder can earn their own points, with an annual fee of \$50 per cardholder billed on the first cardholder statement and yearly thereafter. (2) All business card points can be linked together under a main control account, with an annual fee of \$50 per control account billed on the company’s first billing statement and yearly thereafter.

Default and Immediate Repayment of Balance in Full: Your account will be considered in default if any of the following conditions occur: (1) You fail to pay a minimum payment by the due date shown on the monthly statement on which that minimum payment was initially billed; (2) Any payment instrument or other method of payment you gave us to pay any amount you owe under the Agreement is dishonored; (3) You made an untrue statement on your application; or (4) You fail to comply with any other terms applicable to your account. If your account is in default, our rights include, but are not limited to, refusing to authorize further transactions on your account, closing your account and any other credit cards accounts with us, requiring that the card(s) be returned to us, and requiring you to pay the entire outstanding balance on your account, provided that we have given you any applicable notices which may be required by law.

Questions and Billing Errors: Please let us know right away if you have any questions about your statement. You can call us at 801-813-1600 or write us at P.O. Box 248, Layton, UT 84041. If you think we have made a mistake on your statement, you must follow the procedure listed in the Billing Rights section of this disclosure to dispute billing errors in order to preserve your rights under the Federal Truth in Lending Act.

Credit Reporting And Information About You: Each cardholder applying for a credit card expressly agrees to allow us to determine credit status, including contact with credit reporting agencies and the underlying accounts listed on any credit report, and to periodically update that credit information. If you change your name, home or mailing address, phone number or employment you agree to notify us immediately. You agree to provide us with updated financial information we may request and also agree that we may, from time to time, verify all information provided by you. We

can also provide detailed information about you to Visa or MasterCard if you lose your card and request emergency assistance in the form of card replacement or cash advance. You consent to the release of this information for each purpose.

Cancellation: Except where specific written notice is required by law, we may cancel your account any time by phone or by writing you at the address shown for you on our Credit Card records. You may cancel this account at any time by writing to the address on your billing statement and cutting and destroying all cards issued on your account. You remain responsible for any outstanding balance and all FINANCE CHARGES and other charges assessed on or subsequently imposed on your account. You must not use your account once your credit privileges have been suspended or canceled.

Change Of Terms: We reserve the right to change the terms of this Agreement any time within our rights under the law. The new terms will apply both to the outstanding balance of your account, as well as to new purchases and advances. We will let you know (at your address shown on our Credit Card records) about any increased charges at least 45 days before the date on which the change, as revised, takes place.

Waiver And Enforceability: We can waive or decline to enforce any of our rights under this Agreement at any time without affecting any of our rights under this Agreement in the future. If any term of this Agreement, is found to be unenforceable, all other provisions will remain in full force to the greatest extent possible.

Lost Or Stolen Cards: If your card is lost or stolen, you agree to notify us at once, telling us what you know about the loss or theft. You may call us at 1-800-556-5678 any time (from continental United States), or call us at 1-402-399-3600 (from any

other location). You may be liable for up to \$50 for any unauthorized use that occurs before you notify us that your card is lost or stolen.

**Liability For Unauthorized Use and/or When Notice Is Deemed Given:** Cardholder liability for unauthorized use of a Credit Card is zero dollars if the following conditions are met: (1) you report the loss or theft within 24 hours of discovering it lost or stolen but, in no event, longer than 60 days from mailing of statement or 90 days from date of unauthorized transactions; and (2) you used reasonable care in safeguarding the card from loss or theft. Does not apply to certain commercial card transactions or PIN transactions.

If the above zero liability conditions have not been met, the lesser of \$50 or the amount of money, property, labor or services obtained by the unauthorized use before notification to us. For consumer accounts, you will not be liable for any unauthorized use that occurs after you notify us. For business accounts, we may increase your liability if we reasonably determine based upon substantial evidence that you were grossly negligent or fraudulent in the handling of your account or card. Notification to us is given when steps have been taken as may be reasonable in the ordinary course of business to provide us with the pertinent information about the loss, theft or possible unauthorized use of an account or card. Unauthorized use shall be deemed to mean transactions posted to the account or use of the card by a person other than you who does not have actual, implied or apparent authority for such use, and for which you receive no benefit.

**Refusal To Accept Card, Acts of Others or Inoperative Equipment:** We will not be responsible for the decision of any other entity or person to not accept the card for payment or for the acts of others (or for any inoperative equipment or equipment

being improperly used) in processing or failing to process any card transaction, whether valid or fraudulent, except as required by law.

**Irregular Payments or Any Payments Marked "Paid In Full":** We accept payments between billing cycles (irregular payments) if properly identified as to account and received by us prior to the next payment being due. We also may accept and negotiate checks or other types of payments (along with explanatory correspondence) showing "payment in full" or using other language to indicate satisfaction of your debt, without waiving any of our rights to receive full payment under this Agreement. Satisfaction of your debt for less than the full amount (sometimes called an accord and satisfaction) requires a written agreement, signed by one of our authorized employees.

**Illegal Transactions:** Your Credit card may not be used to conduct any illegal transactions. You may not use your account or card(s) to purchase or acquire funds for any unlawful goods or service including but not limited to all gambling activities. It is your responsibility to determine whether any good, service or activity is unlawful. Should you participate in any unlawful activity you will be obligated to pay any amount due to us on your account.

**Foreign Currency Transactions**  
If a cardholder effects a transaction (which includes any sale, credit, credit voucher, cash advance original transactions or any reversal transaction relating to those transactions) with a Visa or MasterCard in a currency other than U.S. dollars, Visa and/or MasterCard will convert that transaction into a U.S. dollar amount by using its currency conversion procedure. The transaction will, in addition, incur an international service assessment and/or MCCR fee.

Under the currency conversion procedure that Visa and MasterCard currently uses, the non-U.S. dollar

transaction amount or cross boarder transaction amount is converted into a U.S. dollar amount by multiplying the transaction amount in non-U.S. dollar currency by a currency conversion rate. The exchange rate between the transaction currency and the billing currency used for processing international transactions is: A rate selected by Visa and MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa and MasterCard itself receives, or the government-mandated rate in effect for the applicable central processing date. This amount will then be increased by an international service assessment and/or MCCR fee, which is an additional fee that will be passed to you. This fee will be 1% of the transaction amount. The fee will be combined with the transaction that the fee relates to and will be shown as a single item on your statement. The currency conversion rate, that Visa and MasterCard uses for a particular transaction, is the rate Visa and MasterCard uses for the applicable currency when the transaction is processed. The rate may differ from the rate in effect when the transaction occurred or when it was posted to the cardholder's account.

**Payments In Foreign Currency:** For all amounts you owe on your account, you will pay us in U.S. dollars. All checks must be drawn from funds on deposit in the U.S.

**Electronic Entry:** We reserve the right to convert payment check information into an electronic entry.

**Telephone Monitoring:** Our supervisory personnel may listen to or record telephone calls between you and our staff for the purpose of monitoring and improving the quality of service you receive.

**Change In Name, Address, Telephone or Employment:** You agree to promptly notify us of any of the following: (i) change in your name, by

legal action or marriage, (ii) change in your address, (iii) change in your telephone, whether work or residence and (iv) change in your employment or your work place location or telephone.

**Governing Law:** This Agreement is governed by applicable Utah and Federal law

**Additional Benefit Information:**  
Customers that apply for Visa Gold, or MasterCard Platinum will receive additional benefit information upon approval.

**YOUR BILLING RIGHTS**  
**KEEP THIS NOTICE FOR FUTURE USE**

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

*What To Do If You Find A Mistake On Your Statement*

If you think there is an error on your statement, write to us at: First Community Bank; P.O. Box 248; Layton, UT 84041. You may also contact us on the Web: [www.fnbutah.com](http://www.fnbutah.com). In your letter please provide us with the following information:

- *Account Information:* Your name and account number.
- *Dollar Amount:* The dollar amount of the suspected error.
- *Description of Problem:* If you think there is an error on your bill/statement, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing* (or electronically). You may call us, but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.

*What Will Happen After We Receive Your Letter*  
When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date the payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days*

telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

***Special Rule for Credit Card Purchases***

***Your Rights If You Are Dissatisfied With Your Credit Card Purchases***

If you are dissatisfied with the goods or services that you have purchased with your 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 purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address and the purchase price must have been more than \$50 (Note: neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services).
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM do not qualify.
3. You must yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing (or electronically) at:

First Community Bank; P.O. Box 248; Layton, UT 84041; web address: [www.fcbutah.com](http://www.fcbutah.com)

While we investigate the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our

decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

**REWARDS INFORMATION (for accounts With Rewards)**

Rewards Program earns rewards just for using your credit card. Points may be redeemed for travel, shopping, merchandise and dining rewards. Reward redemption is subject to the Rewards program. For further information please contact the Bankcard Department of First Community Bank Utah at (801) 813-1600. (Mon – Fri. 8:30 am to 5:00 pm).

**PRIVACY POLICY**

Please refer to the First Community Bank Utah Privacy Policy which is a separate document.