

YOU MAY COMPLETE THIS APPLICATION BY TABBING THRU THE FIELDS AND COMPLETING THE REQUESTED INFORMATION OR YOU MAY PRINT THE APPLICATION AND COMPLETE IT BY HAND. ONCE COMPLETED, PLEASE DELIVER IT TO YOUR MOST CONVENIENT BRANCH.



**VISA CREDIT CARD APPLICATION**

VISA

VISA Gold

Credit Limit Requested:   
(\$5,000 minimum credit line for gold cards)

**Check Account Choice:**

Individual Account  Joint Account  Credit Limit Increase

If you and another person intend on applying for joint credit, please initial here:  
Applicant: \_\_\_\_\_ Joint Applicant: \_\_\_\_\_

**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 to 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.

**APPLICANT**

Note: All applicable sections should be filled out completely to avoid delay in processing your application.

Name (Last, First, Middle)  SSN

Date of Birth:  Number of Dependents  Phone Number:  Drivers License #

Physical Street Address:  How Long (yrs)

City:  State  ZIP  Monthly Housing Payment:

Mailing Address: (if different than above)   Own  Rent  Other

City:  State  ZIP  How Long (yrs)

Previous Address (if less than 2 years at present address)

City:  State  ZIP  How Long (yrs)

Employer:  Self Employed  Yes  No Work Phone:  Date Employed:

Address:  Position/Occupation:  Monthly Gross Income:

Name & Address of Previous Employer (if less than 2 years at present employer)  How Long (yrs)

Sources of Additional Income: income from alimony, child support or separate maintenance need not be revealed if it is not to be considered in determining creditworthiness.  Amount Per Month:

Nearest Relative (Not Living With You)  Home Phone:  Relationship:

Their Address:

City:  State  ZIP

**CO - APPLICANT**

Information about a co-applicant is not required for an individual account.

Name (Last, First, Middle)  SSN

Date of Birth:  Number of Dependents  Phone Number  Drivers License #

Physical Street Address:  How Long (yrs)

City:  State  ZIP  Monthly Housing Payment:

Previous Address (if less than 2 years at present address)   Own  Rent  Other

City:  State  ZIP  How Long (yrs)

Employer:  Self Employed  Yes  No Work Phone:  Date Employed:

Address:  Position/Occupation:  Monthly Gross Income:

**CREDIT INFORMATION**

Attach Additional Sheet if Necessary

	Name Under Which Account Is Carried	Account Number	Balance	Monthly Pmt
Home Mortgage/Rent	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Bank Credit Card	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**CHARGEGARD INSURANCE PROTECTION REQUEST** By electing optional Chargegard insurance, I acknowledge that Chargegard only includes involuntary unemployment to the extent available in my state as described in the Summary of Insurance\*. I read and I meet the age eligibility requirements shown in the Summary of Insurance. \*Monthly premium charges are based on the account balance and the rate shown. I may cancel anytime. \*Please see the Summary of Insurance.

**Yes, please enroll me in the Chargegard credit insurance.**

X \_\_\_\_\_  
Signature Date of Birth Date

**PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING:** This statement is submitted to obtain credit and I/We certify that all information herein is true and complete. I/We agree that inquiries may be made to verify information and that credit references or verification may be given based on inquiries from other parties. This offer is subject to the credit policies of this institution. I/We agree to be bound by the terms and conditions of the cardholder agreement, a copy of which will be mailed to the applicant if this application is granted, receipt of such agreement and acceptance of such terms to be conclusively presumed by the applicant's use. If you intend to apply for joint credit, the undersigned shall be jointly and severally liable for any and all credit extended from time to time. We may report information about your account to the credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

X \_\_\_\_\_ X \_\_\_\_\_  
Applicant Signature Date Joint Applicant/Other Signature Date

**FOR INTERNAL USE ONLY**

VISA Account No. \_\_\_\_\_ Date Approved \_\_\_\_\_  
Credit Line: \$ \_\_\_\_\_ Approved by: \_\_\_\_\_

# CHARGE GARD DISCLOSURE

## SUMMARY OF INSURANCE COVERAGES

**IMPORTANT INFORMATION ON CHARGE GARD LIMITATIONS, EXCLUSIONS, COSTS:** Upon acceptance of your enrollment, you will receive your certificates and/or policies indicating your effective date. Eligibility, restrictions and exclusions vary by coverage and state. Read your certificates and/or policies carefully for full details. If you have other insurance that covers the same risks as described, you may not need or want to purchase this insurance. This credit insurance is optional. You are not required to purchase the insurance to obtain credit. You are free to cancel anytime. Premium rates are subject to change. Rates disclosed are accurate as of the printing date of this disclosure. The underwriters referenced below reserve the right to modify the terms and conditions of the insurance certificates and/or policies upon written notice and subject to state regulations.

### **COVERAGE IS NOT AVAILABLE IN: KY & MN**

**LIFE, DISABILITY, UNEMPLOYMENT AND LEAVE OF ABSENCE COVERAGES APPLY ONLY TO THE PERSON WHOSE NAME APPEARS FIRST ON THE ACCOUNT.**

**LIFE COVERAGE:** If you die, Chargegard will pay to the Creditor the outstanding account balance as of the date of death, up to the master policy maximum of \$10,000. Suicide is excluded except in MD & MO. Life coverage is replaced with Accidental Death coverage at age 66 in IA. **Life is not available in TX.**

**DISABILITY:** If you become totally disabled, Chargegard will pay to the Creditor your scheduled minimum monthly payment due on your account on the date of loss. Benefits begin after 30 consecutive days of disability and are retroactive to the first day of loss. In MA, Chargegard will pay to the Creditor your scheduled minimum monthly payments. Disability coverage is not retroactive in MA. Benefits will continue until your balance on the date of loss is paid off, you return to work, you are no longer disabled, or you reach the master policy maximum of \$10,000, whichever occurs first. In GA and SD, you are eligible for coverage if employed full-time in a nonseasonal occupation; in NY if employed 30 hours a week and not a partnership, corporation or association. Disability benefits are not payable for self-inflicted injury (except in AL, GA, IA, MD & SD); flight in nonscheduled aircraft in MA & PA; war or foreign travel or foreign residence in MA; normal pregnancy in CA & PA. **Disability is not available in TX.**

**UNEMPLOYMENT COVERAGE:** If you become involuntarily unemployed, Chargegard will pay to the Creditor your scheduled minimum monthly payment due on your account as of the date of loss, until your balance is paid off, you return to work, or you reach the \$10,000 master policy maximum, whichever occurs first. In MA & TX, you are eligible for coverage if you are employed for 90 days at least 30 hours a week in a nonseasonal occupation for the same employer, and are not self employed, an independent contractor or a controlling stockholder of your employer; in IA & GA if employed full-time in a nonseasonal occupation; in NY if actively employed by someone else and employed in a non-seasonal occupation. Benefits begin after 30 consecutive days of unemployment and are retroactive to the first day of loss. Unemployment benefits are limited to 12 months in PA. Unemployment excludes discharge for cause (except in AL, AZ, GA, IA, NY, PA, SC & SD); willful or criminal misconduct in AZ, CO, MD, MA, MO, NY & TX; forbidden acts, violation of established policies or neglect of duty in MA, MO & TX; being notified either orally or in writing of pending unemployment in MA & TX; normal seasonal unemployment in MA & TX; strike, lockout or illegal walkout in NY. Unemployment coverage is not available in ND & NE.

**LEAVE OF ABSENCE:** If you take an employer-approved unpaid leave of absence from work due to: accident or illness of an immediate family member; childbirth / adoption; recall to active military service; residing in a federally-declared disaster area; placement of a foster child in your home (in NC only); or petit or grand jury duty (in NC only), Chargegard will pay to the Creditor your scheduled minimum monthly payment based on the outstanding balance as of the date of leave until your balance is paid off, you return to work, or you reach the \$10,000 master policy maximum, whichever occurs first. Benefits begin after 30 consecutive days of leave and are retroactive to the first day of leave. In AL, CO, GA, IA, MD, MA, PA & SD, you are eligible for this coverage if employed full-time, in a non-seasonal occupation and are not self-employed. Benefit payments do not apply to leave during the first 90 days of coverage (except in KS, MD, & OR). The number of monthly benefits payments for leave of absence are limited to 6 months in AL, CO, GA, IA, MA, PA & SD; 9 months in OR; 18 months in MD. **Leave of Absence coverage is not available in CA, FL, MO, NV, ND, NY, TX & VA.**

**GENERAL PROVISIONS:** Maximum enrollment age in all states is 70, except 65 in CO, IA, MA, NY & PA; 69 in AL, AZ, GA & SD; 71 in NM. No maximum enrollment age in TX. Coverage terminates in all states at age 71, except 66 in CO, MA, NY & PA; 70 in AZ; 72 in NM. No termination age in AL, FL, IA, GA, SD & TX.

**COST PER \$100 PER MONTH:** 65.7¢ in AK; 76.7¢ in AL; 91.4¢ in AR; 71.1¢ in AZ; 52.8¢ in CA; 43.6¢ in CO; 83.8¢ in CT; 85.7¢ in DC; 89¢ in DE; 59.5¢ in FL; 79.7¢ in GA; 72.5¢ in HI; 86.4¢ in ID; 73.7¢ in IA; 82.9¢ in IL; 67.6¢ in IN; 85.6¢ in KS; 96.4¢ in LA; 65.9¢ in ME; 41.9¢ in MD; 46.2¢ in MA; 82.3¢ in MI; 53¢ in MO; \$1.068 in MS; 81¢ in MT; 69.8¢ in NH; 70.4¢ in NJ; 68.7¢ in NM; 29.2¢ in NV; 22.4¢ in NY; 56.8¢ in NC; 23.9¢ in ND; 46.2¢ in NE; 72.9¢ in OH; 86.1¢ in OK; 68.9¢ in OR; 65.6¢ in PA; 77.9¢ in RI; 82.2¢ in SC; 82¢ in SD; 88.2¢ in TN; **19¢ in TX**; 80.1¢ in UT; 34.3¢ in VA; 63.6¢ in VT; .68.1¢ in WI; 89¢ in WV; 75.4¢ in WA; 86¢ in WY. The cost of credit insurance will be financed at the rate specified in your agreement with the creditor.

Coverage is underwritten by American Bankers Life Assurance Company of Florida (ABLAC), American Bankers Insurance Company of Florida (ABIC) and American Reliable Insurance Company (ARIC), 11222 Quail Roost Drive, Miami, FL 33157-6596. In TX unemployment under ABIC certificate number AD9139CQ-0499. In CA, life and disability coverage provided by ABLAC and ARIC provides remaining coverages described above. Coverage for life and disability is provided under form numbers AE2415PL-0999 and AC2099CB-0707. In FL, MI and VA, coverage for life and disability are provided under ABLAC policy form numbers AC3755PQ-0897, AC3757EQ-0297 and AC3892EQ-0408. In MI coverage for life and disability are provided under ABLAC certificate numbers B3576CQ-0997, AC3759EQ-0297 and AC3890EQ-0997. The creditor has a financial interest in the sale of this insurance. Ana Aguila is the licensed agent for the states of FL, ND & WV.

In New York, credit life and credit disability coverage is underwritten by Union Security Life Insurance Company of New York, Fayetteville, NY. Credit life and credit disability coverages are provided under form numbers UL2000PL-0707 & UL2022PD-0707.

Coverages are only available as a package. If you cancel within 30 days of receiving your certificate, we will refund your premium. Insurance and cost disclosures are accurate as of the printing date.

If you have questions or want to file a claim, you should contact us, toll-free, at 1-800-859-0490 between 8:00 a.m. and 8:00 p.m., Eastern Time, Monday through Friday, except for federal holidays. Written correspondence and other documents should be sent via U.S. mail to: DFS Claims Department, P.O. Box 977122, Miami, FL 33197-7122.

***This insurance product is not a deposit, nor is it insured or guaranteed by the FDIC, Southside Bank, or any Federal Government Agency. We may not condition your extension of credit on either: your purchase of an insurance product from us or our affiliates, your agreement not to obtain insurance from an unaffiliated entity, or a prohibition on your obtaining insurance from an unaffiliated entity.***

AR, LA, ME, NM, OH, TN & VA residents: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and may subject such person to criminal and substantial civil penalties. (VA residents; this notice is not applicable to life and health insurance).

DC residents: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

FL residents: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

NJ residents: Any person who includes false or misleading information on an application for insurance policy is subject to criminal and civil penalties.

PA residents: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

WA residents: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

07/09

**CREDIT INSURANCE PRE-PURCHASE DISCLOSURE**

This disclosure is required by MA law. You may purchase optional credit life insurance and credit disability insurance.

**CREDIT LIFE INSURANCE:** If you die while coverage is in force, we will pay the outstanding balance of your loan to the creditor. We will not pay a life benefit in the first 2 years if you die as a result of suicide.

**CREDIT DISABILITY COVERAGE:** If you become disabled while this coverage is in force, we will pay up to your minimum monthly payment, as of the date of your disability, to the creditor. We will not pay benefits if your disability is the result of war, a self-inflicted injury, flight in non-scheduled aircraft, foreign travel or foreign residence. You must send proof of disability within 90 days. There is a 30 day waiting period. You are eligible for this coverage if you work 30 hours a week, are in a non-seasonal occupation and meet the age criteria below.

**GENERAL:** See certificate of insurance for specific definitions. You are eligible for optional credit life insurance and credit disability insurance if you are between 18 and 65 years of age. Coverage will expire on your 66th birthday. The maximum benefit is \$10,000. You may cancel this coverage at any time. All unearned premiums will be credited to your account by the actuarial method for life coverage and by the pro-rata rule for disability coverage. The premium rate for the credit life and credit disability insurance is \$0.152 per \$100 of monthly outstanding balance. These coverages can only be purchased as a package. If other insurance exists that covers this risk or that may cover this risk, one may not want or need this coverage.

The information contained in these disclosures is updated regularly, but may have changed since the last update. For specific information about changes, you may contact Southside Bank by calling 1-877-639-3511.

<b>Interest Rates and Interest Charges</b>		<b>Visa</b>	<b>Visa Gold</b>
Annual Percentage Rate (APR) for Purchases		<b>13.92%</b>	<b>12.48%</b>
APR for Cash Advances		<b>13.92%</b>	<b>12.48%</b>
Penalty APR and When it Applies		None	None
How to Avoid Paying Interest on Purchases	Your due date is at least <b>25</b> days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances on the date the transaction is posted to your account.		
Minimum Interest Charge	If you are charged interest, the charge will be no less than <b>\$0.00</b>		
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at <a href="http://www.federalreserve.gov/creditcard">http://www.federalreserve.gov/creditcard</a> .		
<b>Fees</b>		<b>Visa</b>	<b>Visa Gold</b>
Annual Fee		None	None
Transaction Fees			
Cash Advances		None	None
Foreign Transaction		<b>1.0%</b> each transaction with currency conversion. <b>0.8%</b> without currency conversion	<b>1.0%</b> each transaction with currency conversion. <b>0.8%</b> without currency conversion
Penalty Fees			
Late Payment		None	None
Over-the-Credit-Limit		None	None
Returned Payment		None	None
Other Fees		None	

**How We Will Calculate Your Balance:** We will use a method called "average daily balance" (including new purchases). An explanation of this method is provided in your account agreement.

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

**SOUTHSIDE BANK CARDHOLDER AGREEMENT  
FOR VISA® CLASSIC and VISA® GOLD**

The person(s) ("Cardholder," whether one or more) who signed and returned the Application for a Visa ("Card") has requested Southside Bank ("Issuer") to extend to Cardholder open-end credit. By Cardholder's use of the Card, furnished by issuer in reliance in part upon the information supplied by Cardholder in the Application, Cardholder agrees with Issuer as follows:

1. Cardholder has accepted the revolving tri-party account ("Account") made available to Cardholder by issuer and authorizes Issuer to pay for Cardholder's account items reflecting credit loans ("Cash Advances") obtained through use of the Card. Credit Purchases may be purchased or leased by means of such Card by Cardholder from any retail business establishment who honors same ("Seller") upon execution of a sales slip evidencing such Credit Purchase and bearing the account number of Cardholder embossed on the face of such Card or, in the case of telephone orders and mail orders, pursuant to the then current operating rules and regulations of Visa. Additionally, Cash Advances may be obtained through use of such Card (a) upon execution of a written request of Cardholder in the form furnished to him from any financial institution that is a member, along or in association with others, of Visa, Inc. and (b) upon execution of a written separate agreement with issuer for a Visa overdraft financial agreement if offered by Issuer. All Credit Purchases and Cash Advances are affected at the option of the Seller and cash advancing bank, respectively, and Issuer shall not be responsible for refusal by any Seller or cash advancing bank to honor the Card or any "Related Card", as defined in paragraph 2 below. 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 credit on Cardholder's account statement with Issuer.

2. Cardholder promises to pay Issuer at the address specified on the periodic statement (see paragraph 5 below) for all such credit extended, together with any **INTEREST CHARGE** as herein provided, all such payments to be in lawful money of the United States of America. Cardholder will pay in their equivalent in U.S. dollars all charges in a foreign currency, which equivalence will be determined by reference to the amount in U.S. dollars the Issuer shall have paid in good faith to the person presenting the item to Issuer. Cardholder shall be liable and agrees to pay Issuer for Credit Purchases made by, or for Cash Advances extended to, Cardholder or anyone else using such Card unless the use of such Card is by a person other than the Cardholder (a) who does not have actual, implied, or apparent authority for such use and (b) from which Cardholder receives no benefit. Additionally, Cardholder shall be jointly and severally liable and agrees to pay for all Credit Purchases and loans obtained through the use of any other Card bearing Cardholder's account number that has been issued to another person by reason of such person being a member of Cardholder's family, or otherwise issued upon Cardholder's request (all such Cards bearing the same Visa account number hereinafter collectively called "Related Card").

3. Issuer will inform Cardholder each month on monthly billing statements, the maximum amount of debt ("Credit Limit") that may be outstanding in the Account at any time, which Credit Limit is made a part of this Agreement by reference. Cardholder agrees not to use or permit the use of the Card in any manner that would cause the outstanding balance in the Account ever to exceed the Credit Limit. If the outstanding balance in the Account ever exceeds the Credit Limit, Cardholder shall pay such excess to Issuer immediately upon notice from Issuer.

4. Cardholder agrees to promptly notify issuer of any change in address by writing Issuer at the address shown below.

Southside Bank		Visa
PO Box 1079	or	PO Box 30131
Tyler, TX 75701		Tampa, FL 33630

5. As of the end of each monthly billing cycle, Cardholder will be furnished a periodic statement showing, among other things, (i) the amount owed ("Previous Balance") at the beginning of the billing cycle, (ii) the amount of all Cash Advances, Credit Purchases and INTEREST CHARGE posted to the Account during the billing cycle, (iii) the amount of all payments and credits posted to the Account during the billing cycle, and (iv) the total amount due ("New Balance") at the end of the billing cycle which amount is the sum of (i) and (ii) less (iii).

6. Cardholder agrees to pay to issuer, within 25 days ("Payment Due Date") from the "Closing Date" shown on the periodic statement, the sum of (i) either (a) the entire New Balance or (b) at Cardholder's option, an amount which shall be at least 3.4% of the New Balance or \$15.00, whichever is greater, and (ii) any amount that is past due and any amount that is in excess of the Credit Limit. If the New Balance is less than \$15.00, it shall be paid in full. If Cardholder has given Issuer a proper notification of a billing error, as the term is defined in the Truth-in-Lending Act and Regulation Z promulgated by the Board of Governors of the Federal Reserve System, the minimum payment will not include any amount attributable to the items covered by such notification until Issuer shall have complied with the Act and the Regulation.

7. If Cardholder obtains Cash Advances or elects to pay for Credit Purchases in installments in the manner provided in paragraph 6 (i) (b), each periodic statement will include, and Cardholder agrees to pay, an **INTEREST CHARGE** calculated at a Periodic Rate. The Periodic Rate is calculated by dividing the **ANNUAL PERCENTAGE RATE** by 12. The Periodic Rate used to calculate the **INTEREST CHARGE** on Credit Purchases and Cash Advances as described in paragraph 9 is 1.04% per month for the VISA Gold and 1.16% for the VISA Classic which corresponds to an **ANNUAL PERCENTAGE RATE** of 12.48% for the VISA Gold and 13.92% for the VISA Classic.

8. Interest Charge Calculation Methods and Computation of Balance Subject to Interest Rate. The **INTEREST CHARGE** calculation method applicable to the Account for Cash Advances is calculated in accordance with Method A shown in paragraph 9. The **INTEREST CHARGE** calculation method applicable to the Account for Purchases is calculated in accordance with Method G, also shown in paragraph 9.

9. Method A - Average Daily Balance (including current transactions). The **INTEREST CHARGE** on cash advances begins from the date you obtained the cash advance, or the first day of the billing cycle in which it is posted to your Account, whichever is later. There is no grace period.

The **INTEREST CHARGES** for a billing cycle are computed by applying the monthly Periodic Rate to the "average daily balance" of your Account. To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, 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.

Method G - Average Daily Balance (including current transactions). To avoid incurring an additional **INTEREST CHARGE** on the balance of purchases reflected on your monthly statement and any new purchases appearing on your next monthly statement, you must pay the New Balance shown on your monthly statement on or before the Payment Due Date. The Payment Due Date will be at least 25 days from the closing date of that statement and is printed on each monthly statement. The grace period for the New Balance of purchases extends to the Payment Due Date.

The **INTEREST CHARGES** for a billing cycle are computed by applying the monthly Periodic Rate to the "average daily balance" of your Account. To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, 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.

10. The current Periodic Rate used to calculate the **INTEREST CHARGE** is 1.04% per month for the VISA Gold and 1.16% for the VISA Classic which corresponds to an **ANNUAL PERCENTAGE RATE** of 12.48% for the VISA Gold and 13.92% for the VISA Classic. There is NO annual membership fee.

11. All payments received by mail before 5:00 p.m. EST at the address specified on your monthly statement will be credited as of the date of receipt to the account specified on the payment coupon. Payments made in person during normal business hours at branch locations where such payments are accepted will be treated as received on the same day. Payments that do not conform to the requirements set forth on or with the periodic statement (e.g. missing payment stub, payment envelope other than as provided with your statement, multiple checks or multiple coupons in the same envelope) may be subject to delay in crediting, but shall be credited within five days of receipt. If there is a credit balance due on your account, you may request, in writing a full refund. Submit your request to the address indicated on your statement after the phrase "Send Billing Inquiries and Correspondence to".

12. Issuer may after any notice required by law, without liability to Cardholder and without affecting Cardholder's liability to Issuer for credit previously extended, decline to make further advances for Cardholder's account under this open-end credit arrangement and revoke the Card, which remains the property of Issuer and which Cardholder agrees to surrender to Issuer upon demand and to not transfer to any third party. If the Card is lost or stolen, Cardholder agrees to notify Issuer immediately and to cooperate with Issuer including but not limited to providing Issuer with all facts and information known by or reasonably available to Cardholder regarding such loss or theft.

13. If Cardholder requests Issuer to increase the Credit Limit, Cardholder agrees to furnish promptly to Issuer such additional financial or other information as Issuer may reasonably request.

14. If (a) Cardholder defaults in any payment required to be made on the Account or otherwise violates any provision of this Agreement or (b) Cardholder dies or seeks to obtain any relief as a debtor in any proceeding under any bankruptcy, insolvency, or debtor relief law, Issuer may at its election (i) decline to extend further credit under this Agreement (and Cardholder agrees not to make further Credit Purchases or to obtain further Cash Advances) and (ii) declare all amounts then owed to Issuer by Cardholder immediately due and payable, without prior notice or demand of any kind, which notice and demand are hereby waived by Cardholder.

15. Cardholder agrees to pay all amounts actually incurred by Issuer as court costs and attorney's fees set by a court in connection with the collection of amounts due by Cardholder under the Account.

16. THE VALIDITY, CONSTRUCTION, AND ENFORCEMENT OF THIS AGREEMENT MAKING THE ACCOUNT AVAILABLE AND ALL MATTERS ARISING OUT OF THE ISSUANCE AND USE OF THE CARD SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND TO THE EXTENT APPLICABLE, THE LAWS OF THE UNITED STATES OF AMERICA, INCLUDING THE TRUTH-IN-LENDING ACT AND REGULATION Z OF THE BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM.

17. Issuer may amend this Agreement as permitted by applicable law. Without limitation of the preceding sentence, the terms of this Agreement including the rate, or index, formula, or provision of law used to compute the **ANNUAL PERCENTAGE RATE** is subject to revision as to current and future balances from time to time by notice from Issuer to Cardholder as permitted by law. Notice of any amendment to this Agreement shall be given as provided by applicable state and federal law.

18. Cardholder agrees that Issuer, its agents, or service companies may monitor and/or record any telephone communications with Cardholder.

19. Issuer will not have any responsibility to Cardholder if anyone refuses to honor a card issued on Cardholder's account. Any refund, adjustment or credit allowed by a 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.

20. Cardholder understands that Visa will not allow cards to be used for illegal purposes.

21. Foreign Transaction Fee: A 1% International Transaction Fee will be assessed on all transactions where the merchant country differs from the country of the card issuer, and a currency conversion occurs. 0.8% fee on all transactions where the merchant country differs from the country of the card issuer, and a currency conversion does not occur. This fee will be assessed on all international purchases, credit vouchers, and cash disbursements.

22. If the Card is lost or stolen, Cardholder should notify Issuer immediately by calling 1-866-604-0381 or 1-727-570-4881. The liability of Cardholder for unauthorized use of the Card shall not exceed the lesser of \$50.00 or the amount of money, property, labor or services obtained by the unauthorized use before notification to Issuer. "Unauthorized use" means the use of the Card by a person other than Cardholder, who does not have actual, implied, or apparent authority for such use and from which Cardholder receives no benefit.

## Your Billing Rights: Keep This Document 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 the address shown on your monthly billing statement. In your letter, give us 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, 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. You must notify us of 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**. 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 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.

**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 or with a check that accesses your credit card account do not qualify.
3. You must not 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* at the address shown on your monthly billing statement. 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.