

## First Command Bank Visa Cardholder Agreement (Platinum)

The person(s) ("Cardholder," whether one or more) who signed and returned the Application for a Visa ("Application") has requested First Command Bank ("Bank") to extend to Cardholder open-end credit. The term "Cardholder" means each person who signed and returned the Application and any other person who has agreed to be responsible for the Account (defined below). As used in this Agreement, the term "person" means an individual or an entity, as applicable. By Cardholder's use of the credit card ("Card"), furnished by Bank in reliance in part upon the information supplied by Cardholder in the Application, Cardholder agrees with Bank as follows:

**1. Using the Account.** Cardholder has accepted the revolving tri-party account ("Account") made available to Cardholder by Bank. Cardholder may use the Card to purchase or lease goods or services, or pay amounts that Cardholder owes, wherever the Card is honored ("Credit Purchases"). Cardholder may also use the Card to obtain cash loans ("Cash Advances") from any financial institution that accepts the Card. Cardholder agrees that the Account will not be used to access gambling web sites or to purchase illegal goods or services. Bank may refuse to process any transaction that Bank believes may violate this Agreement. If Cardholder provides the Account number to make a purchase or obtain an advance without presenting the Card (such as for a mail order or telephone purchase), or if Cardholder authorizes someone else to make a charge to the Account, Cardholder's obligation to pay will be the same as if the Card itself was used. Cash Advances also may be obtained through use of the Card (a) upon execution of a written request of Cardholder in a form furnished by any financial institution that is a member, alone or in association with others, of Visa, Inc. or (b) upon Cardholder's execution of a written separate agreement with Bank for a Visa overdraft financial agreement, if offered by Bank. All Credit Purchases and Cash Advances are effected at the option of the retail merchant ("Seller") and/or cash advancing financial institution respectively, and Bank shall not be responsible for refusal by any Seller or cash advancing financial institution to honor the Card or any "Related Card," as defined in paragraph 2 below.

**2. Obligations on the Account.** Cardholder (jointly or severally if more than one) promises to pay Bank at the address specified on the periodic statement (see paragraph 5 below) for all Credit Purchases and Cash Advances, together with any Finance Charge as herein provided, plus any other charges permitted by this Agreement, all such payments must 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. Bank shall have paid in good faith to the person presenting the item to Bank. Cardholder shall be liable and agrees to pay Bank for Credit Purchases made by, or for Cash Advances extended to, Cardholder or anyone else using the 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 Cash Advances 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 Account number hereinafter collectively called "Related Cards"). Subject to any mandatory provisions of applicable law, all payments made by Cardholder will be applied to the balances on Cardholder's Account in the manner set forth later in this Agreement.

**3. Credit Limit.** Bank will inform Cardholder from time to time of the maximum amount of debt ("Credit Limit") that may be outstanding in the Account at any time, and Bank, in its sole discretion may adjust the Credit Limit from time to time. 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 Cardholder attempts a transaction which results in Cardholder's total outstanding balance (plus authorizations) exceeding Cardholder's Credit Limit, Bank may: (a) permit the transaction without raising Cardholder's Credit Limit; (b) permit the transaction and treat the amount of the transaction that is more than the Credit Limit as immediately due; or (c) refuse to permit the transaction. If Bank refuses to permit the transaction, Bank may advise the person who attempted the transaction that it has been refused. If Bank has previously permitted Cardholder to exceed Cardholder's Credit Limit, it does not mean that Bank will permit Cardholder to exceed Cardholder's Credit Limit on a subsequent date. Bank may designate that only a portion of Cardholder's Credit Limit is available for Cash Advances. If Cardholder exceeds that limit, Cardholder will be considered to have exceeded the Credit Limit for all purposes under this Agreement.

**4. Notices.** Bank will send periodic statements and any other notices to Cardholder at the address shown in Bank's files. If this is a joint Account, Bank can send periodic statements and notices to either Cardholder. Cardholder promises to inform Bank promptly, in writing, of any changes in Cardholder's address. Cardholder authorizes Bank, or anyone acting on Bank's behalf, to call or send a

text message to any number Cardholder provides or to any number where Bank may reasonably believe Bank can contact cardholder, including calls to mobile, cellular, or similar devices, and calls using automatic telephone dialing systems and/or pre-recorded messages, or to send an email to any address where Bank reasonably believes Bank can contact Cardholder. Calls and messages may be made for any lawful purpose, including but not limited to: suspected fraud or identity theft; obtaining information; Cardholder's account transactions or servicing; collecting on Cardholder's account; and providing Cardholder information about products and services.

**5. Periodic Statement.** As of the end of each monthly billing cycle, Cardholder will be furnished a periodic statement showing, among other things, (a) the amount owed ("Previous Balance") at the beginning of the billing cycle, (b) the amount of all Cash Advances, Credit Purchases and Finance Charge posted to the Account during the billing cycle, (c) the amount of all payments and credits posted to the Account during the billing cycle, and (d) the total amount due ("New Balance") at the end of the billing cycle (which amount is the sum of [a] and [b] less [c]), (e) the "Minimum Payment," and (f) the "Payment Due Date." If Cardholder is composed of more than one person, only one periodic statement will be provided.

**6. Minimum Payment.** Cardholder agrees to pay to Bank, on or prior to the Payment Due Date shown on the periodic statement, the sum of (a) either (i) the entire New Balance or (ii) at Cardholder's option, an amount which shall be at least 2.50% of the New Balance (rounded up to the nearest dollar) or \$50.00, whichever is greater, and (b) any amount that is past due and any amount that is over the Credit Limit. If the New Balance is less than \$50.00, it shall be paid in full. Cardholder may pay more than the Minimum Payment, and may at any time pay the full amount owing to Bank. If Cardholder pays more than the Minimum Payment, Cardholder must still pay the Minimum Payment as reflected on the next periodic statement. The Payment Due Date for a billing cycle will be not less than twenty-five (25) days after the preceding billing cycle ends (the "Closing Date").

**7. Annual Fee.** Bank does not charge an annual fee for the Card.

**8. Late Payment Fee.** If Bank does not receive a payment from Cardholder in at least the amount of the Minimum Payment within 30 days after the Payment Due Date shown on the periodic statement, Bank may charge Cardholder a late payment fee in the amount stated below in the Table of Charges. Cardholder will only be charged a late payment fee for any Minimum Payment which is not paid within 30 days after the Payment Due Date.

**9. Cash Advance Fee.** Each time Cardholder uses the Card or a Convenience Check to obtain a Cash Advance, Bank will assess a cash advance fee in the amount stated in the Table of Charges.

**10. When Finance Charge Begins.** Bank adds a Finance Charge to the Account for all Cash Advances from the later of (a) the day the Cash Advance is posted to the Account, or (b) the first day of the billing cycle in which the Cash Advance is posted until Cardholder pays the transaction(s) in full. For Credit Purchases, Bank adds a Finance Charge to the Account if the Cardholder does not pay the New Balance in full by the Payment Due Date shown on the periodic statement. If Bank adds a Finance Charge, Bank begins to charge the Finance Charge on all amounts Cardholder owes Bank (except "New Purchases") from the first day of the billing cycle; provided, however, any portion of the New Balance subject to a grace period that is paid prior to the expiration of the grace period will not be assessed a Finance Charge. For New Purchases, Bank begins to charge the Finance Charge from the date Bank posts the New Purchase to the Account unless Cardholder has paid the New Balance in full on the previous periodic statement. A New Purchase is one that appears on the periodic statement for the first time.

**11. Calculation of Finance Charge.** Bank calculates the Finance Charge on the Account by applying the "Periodic Rate" (defined below) to the "Average Daily Balance" of the Account. To obtain the Average Daily Balance, Bank starts with the beginning balance of the Account on each day, excluding unpaid Finance Charges. Bank adds any Cash Advances posted to the Account that day, and any New Purchases, unless Cardholder paid the New Balance in full for the previous billing cycle by the Payment Due Date. Bank subtracts any credits and payments (after any unpaid Finance Charges are paid) posted to the Account that day. This results in the "Daily Balance." Then, Bank adds up all the Daily Balances for the billing cycle and divides that by the total number of days in the billing cycle. This results in the Average Daily Balance. The Finance Charge on the Account is calculated by multiplying the Average Daily Balance by the Periodic Rate which is .008542

<b>Annual Percentage Rate (APR)</b>	<b>10.25%</b> for Cash Advances and/or Credit Purchases. (The APR will vary with the market based on the Prime Rate)**
<b>Default APR and When It Applies</b>	<b>18%</b> This APR may be applied to Cardholder's account when the full balance becomes due and payable and Cardholder has been notified of the APR increase.
<b>Paying Interest</b>	Cardholder's Payment Due Date is at least 25 days after the close of each billing cycle. Bank will not charge any interest on purchases if Cardholder pays the entire balance by the Payment Due Date each month. Bank will begin charging interest on Cash Advances on the transaction date.
<b>Credit Card Tips from the Federal Reserve Board</b>	To learn more about factors to consider when 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>Annual Fees</b>	<b>None</b>
<b>Transaction Fees</b>	<ul style="list-style-type: none"> <li>• Balance Transfer <b>None</b></li> <li>• Cash Advance <b>Either \$2.00 or 2% of the amount of each Cash Advance, whichever is greater, but not more than \$75.00 per Cash Advance</b></li> </ul>
<b>Penalty Fees</b>	<ul style="list-style-type: none"> <li>• Late Payment <b>The lesser of \$15.00, or 5% of each Minimum Payment which is not made within 30 days after the applicable Payment Due Date</b></li> <li>• Over Credit Limit <b>None</b></li> <li>• Returned Payment <b>\$20.00</b></li> </ul>

\*\* For Cash Advances and Credit Purchases, Bank adds 5% to the Prime Rate to determine the variable APR (Periodic Rate .008542as of September 28, 2018).

**HOW BANK WILL CALCULATE CARDHOLDER'S BALANCE:** Bank uses the average daily balance method (including new transactions). See "Calculation of Finance Charge" section in this Agreement.

### Table of Charges

#### Interest Rate and Interest Charges

For Credit Purchases and Cash Advances, the APR varies with changes to the Prime Rate. The "Prime Rate" is the highest prime rate published in the Money Rates column of the Wall Street Journal 30 days before the Closing Date on Cardholder's periodic statement (the "Calculation Date"). On September 28, 2018, the Prime Rate was 5.25% therefore the APR was 10.25% as to Credit Purchases and Cash Advances. The APR will go up and down depending on the Prime Rate as of each Calculation Date; however, the APR is subject to change only on the first day of each billing cycle. If the Prime Rate and the corresponding APR increase, the Finance Charge also will increase and Cardholder's Minimum Payment may also increase. The Prime Rate is only a pricing index and is not the lowest interest rate available.

**BILLING RIGHTS:** Information on Cardholder's rights to dispute transactions and how to exercise those rights are included in this Agreement. See "Your Billing Rights" section in this Agreement.

**12. Other Payment Terms.** All payments received on or before (a) 5 o'clock p.m. (Fort Worth, Texas time) on Bank's business day at the address indicated on the periodic statement, or (b) the closing time of the applicable branch if payment is made in person, will be credited to the Account as of the date of receipt of payment. If payment is made at any other location, credit for the payment may be delayed up to 5 days. Bank can accept late or partial payments, as well as payments that are marked with "Paid In Full" or any other similar language without losing or waiving any of Bank's rights or Cardholder's obligations under this Agreement. Payment by check constitutes Cardholder's authorization for Bank to make a one-time electronic funds transfer from Cardholder's bank to make such payment. Bank is not responsible for any lost or stolen cash payments. Payments and credits to the Account will be applied in the following order:

- ◆ Unpaid Finance Charge;
- ◆ Late Fee;
- ◆ Cash Advance from previous billing cycle;
- ◆ Credit Purchases from previous billing cycle;
- ◆ Cash Advances from current billing cycle; and
- ◆ Credit Purchases from current billing cycle.

If two APRs apply to Cardholder's balance, after payment of accrued Finance Charges and late fees, Bank will allocate the rest of the payment to the balance which has the higher APR.

**13. Convenience Checks.** Bank may issue "Convenience Checks" to Cardholder that may be used to access the Account. Use of a Convenience Check will be treated as a Cash Advance in the amount of the Check. Each Convenience Check will contain Cardholder's Account Number, and may be used only by the person(s) whose name(s) is/are printed on it. Each Convenience Check must be completed and signed in the same way as a regular personal check. If Bank provides Convenience Checks for the Account, Cardholder may not use them to pay any amount Cardholder owes under this Agreement. Cardholder agrees that Bank need not return Convenience Checks to Cardholder after their use, and that, if Cardholder needs evidence of any payment represented by the Convenience Check, a photocopy or similar reproduction will be satisfactory for such purposes. If Cardholder wishes to prevent payment of a Convenience Check, the instructions which Bank provides when the Convenience Checks are issued must be followed. In the event payment of a Convenience Check has been stopped, Cardholder agrees to hold Bank harmless and indemnify Bank for any losses, expenses and costs, including attorney's fees incurred by Bank, for preventing payment of any Convenience Check. Bank will use its best efforts to stop payment, but will incur no liability to Cardholder if it is unable to stop payment on a Convenience Check.

**14. Transaction Limits.** Bank may establish limits on the amount Cardholder may borrow or the types of transactions Bank will permit, such as one or more of the following:

- Cash Advance, Balance Transfer, or Purchase Limits which is the maximum balance for each type of transaction Cardholder may have.
- Daily limits which are limits on the number or total dollar amount of certain transactions that Bank will authorize in a single day.
- Location limits which are certain geographic or merchant locations where Bank may not permit transactions to be made usually due to a higher risk of fraud or illegal activity.
- Legal limits or limits on the use of an Account Bank deems necessary to comply with the law or prevent liability to Bank or anyone else.
- Other limits which Bank may establish to prevent fraud or losses on the Account or to protect Bank, its members, vendors, affiliates, or other persons.

Bank will advise Cardholder about some of the limits such as Cardholder's credit limit; however, for security and other reasons Bank will not tell Cardholder about all the limits Bank sets. Cardholder agrees not to exceed the limits of which it has been informed or allow the Account to exceed those limits. Bank can increase, reduce, cancel, or suspend any of the limits or add new limits at any time.

**15. Termination.** Bank may terminate Cardholder's privileges under this Agreement or limit Cardholder's right to make Credit Purchases or receive Cash Advances at any time (and list Cardholder's Account in warning bulletins in the event of such termination) without any reason or without advance notice or resulting liability. If Bank requests, Cardholder must return the Card and Convenience Checks to Bank. Cardholder agrees that Cardholder will not try to make a Credit Purchase or obtain a Cash Advance after Card-

holder has been notified that Cardholder's privilege to use the Account has been terminated. Cardholder may terminate this Agreement at any time. If Cardholder does terminate, all Cards and Convenience Checks previously issued on the Account must be returned to Bank. If Cardholder telephones Bank with the termination request, Bank may require that Cardholder confirm such intent to terminate in writing. Bank's or Cardholder's termination will not affect Cardholder's existing obligations under this Agreement or Cardholder's liability for all charges posted to Cardholder's Account prior to the time all Cards and Convenience Checks are returned to Bank. When the Account is closed, Cardholder must contact everyone authorized to charge transactions to the Account, such as internet service providers, health clubs or insurance companies. These transactions may continue to be charged to the Account until Cardholder changes the billing. Also, if the Bank believes Cardholder has authorized a transaction or is attempting to use Cardholder's Account after Cardholder has requested to close the Account, Bank may allow the transaction to be charged to the Account. If the Account is terminated by Cardholder or by Bank for reasons other than Cardholder's default, Cardholder will be required to pay the outstanding balance on the Account according to the terms of this Agreement immediately prior to such termination.

**16. Default.** 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, or (c) Cardholder provides Bank with false or misleading information or signatures at any time, or (d) Cardholder fails to make any payment or perform any promise in any other agreement or obligation that Cardholder owes Bank, then Cardholder will be in default under this Agreement. Bank, upon such default, may at its election (a) decline to extend further credit under this Agreement (and Cardholder agrees not to make further Credit Purchases or to obtain further Cash Advances) and (b) declare all amounts then owed to Bank by Cardholder immediately due and payable, without prior notice or demand of any kind, except as may be required by applicable law. After Bank declares all amounts then owed to Bank by Cardholder to be due and payable, and terminates Cardholder's credit privileges under the Account Bank, at its option (but only after providing to Cardholder notice if such is required by applicable law), may increase the Annual Percentage Rate up to 18%, which is the Default Rate under the Table of Charges.

**17. Collection Charges.** If Cardholder defaults, to the extent permitted by applicable law, Cardholder agrees to pay (a) all amounts actually incurred by Bank as court costs and attorneys' fees set by a court in connection with the collection of amounts due by Cardholder under the Account and (b) premiums or other identifiable charges received in connection with the permitted sale of insurance. In addition, Bank may impose on Cardholder a processing fee of \$20.00 if a check provided to Bank by Cardholder is dishonored for any reason. The dishonored check processing fee may be added to the New Balance and is payable on the next following due date, however, such fee will not accrue any Finance Charge.

**18. Governing Law.** This Agreement is performable in Texas and is made pursuant to the provisions of Chapter 346 of the Texas Finance Code, as amended. THE VALIDITY, CONSTRUCTION, AND ENFORCEMENT OF THIS AGREEMENT 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.

**19. Amendment.** The terms of this Agreement including, but not limited to, the rate or index, formula or provision of law used to compute the ANNUAL PERCENTAGE RATE are subject to revision as to current and future balances, from time to time, by written notice from Bank to Cardholder as provided by applicable law.

**20. Telephone Conversations.** Cardholder agrees that Bank, its agents, or service companies may monitor and/or record any telephone communications with Cardholder.

**21. Liability for Unauthorized Use.** Cardholder may be liable for unauthorized use of the Account. If the Card is lost or stolen, or if Cardholder believes someone is using the Account without proper authority, Cardholder must notify Bank immediately by calling 1-800-325-3678. Cardholder will not be liable for unauthorized use that occurs after Cardholder notifies Bank of the loss or theft of the Card or Convenience Check, or the possible unauthorized use of the Account. Bank may terminate or limit access to the Account if Cardholder has notified Bank, or if Bank has determined that the Card or Convenience Check may have been lost or stolen, or that there may be unauthorized access to the Account. Cardholder agrees to provide Bank with complete cooperation in Bank's efforts to recover any stolen Card or Convenience Check and amounts due from unauthorized users, and in prosecuting unauthorized users.

**22. Bank's Liability for Failing to Make Transfers.** If Bank does not complete a transaction to or from the Account on time or in the correct amount according to this Agreement, Bank may be liable for Cardholder's losses or damages. However, there are some exceptions. Bank will not be liable, for instance: (a) if, through no fault of Bank's, the available credit is insufficient for the transaction or is unavailable for withdrawal (for example, because funds have not been finally collected or are subject to legal process); (b) if a computer system, ATM, or point of sale terminal did not have enough cash or was not working properly and Cardholder knew about the problem when Cardholder started the transaction; (c) if Cardholder attempts to use the Account or the Card which has not been properly activated; (d) if the Card has been reported as lost or stolen, has been suspended by Bank or Bank has reason to believe the transaction is not authorized by Cardholder, or if Cardholder is

trying to defraud Bank; or (e) as otherwise provided in this Agreement.

**23. Assignment of Account.** Cardholder agrees that Bank may at any time assign and transfer Cardholder's Account, this Agreement, and Bank's rights and obligations under this Agreement, without Cardholder's consent or notice to Cardholder. The person to whom the Account and Agreement is assigned shall be entitled to all of Bank's rights under this Agreement.

**24. Information Sharing.** Cardholder authorizes Bank to share information concerning Cardholder and Cardholder's Account with companies related to Bank by common ownership. Cardholder authorizes Bank to share information with companies in which Bank has an ownership interest, concerning purchases made by Cardholder using Cardholder's Account, for the purpose of obtaining special merchandise offers or discounts for Cardholder. Cardholder does not authorize Bank to disclose Cardholder's name, address, telephone number or other personal information to these companies.

**25. Credit Reporting Agencies.** Bank may review Cardholder's credit history by obtaining information from credit reporting agencies and others. Bank may report information about Cardholder and Cardholder's Account to credit reporting agencies. If Cardholder requests additional cards on Cardholder's Account for others, Bank may report Account information in Cardholder's name as well as in the names of those other people. A negative credit report which may affect Cardholder's credit record may be submitted to a credit reporting agency if Cardholder fails to keep Cardholder's promises under this Agreement. If Cardholder thinks Bank has reported information to a credit reporting agency that is not correct, Cardholder may write to Bank using the address listed on Cardholder's billing statement or 1 FirstComm Plaza, Fort Worth, Texas 76109. Please include Cardholder's name, address, Account number, telephone number, Social Security Number, and a brief description of the problem and, if available, a copy of the credit reporting agency report. Bank will investigate the matter. If Bank's investigation shows that Cardholder is correct, Bank will contact each credit reporting agency to which Bank reported the information and will request they correct the report. If Bank disagrees with Cardholder after Bank's investigation, Bank will tell Cardholder in writing or by telephone.

**26. Delay of Rights.** Bank can waive or delay enforcement of any of its rights under this Agreement without losing them.

**27. Separable Provisions.** If any provision of this Agreement is held to be invalid or enforceable, the rest of this Agreement will not be affected. Cardholder will not be held liable for Finance Charges or other fees and charges greater than the maximum allowed by law that applies.

**28. Limitation of Responsibility.** Bank will not be responsible for merchandise or services purchased by Cardholder with the Card or Convenience Check unless required by law. Any refund, adjustment or credit allowed by a Seller shall not be cash, but rather be by a credit advice to Bank which shall be shown as a credit on the periodic statement. Bank will not be responsible for the refusal of any person to honor the Card or Convenience Check or if Cardholder is not able to use the Card at an ATM. (a) Bank will not be responsible for merchandise or services purchased by Cardholder with the Card or Convenience Check unless required by law. Any refund, adjustment or credit allowed by a Seller shall not be cash, but rather be by a credit advice to Bank which shall be shown as a credit on the periodic statement. Bank will not be responsible for the refusal of any person to honor the Card or Convenience Check or if Cardholder is not able to use the Card at an ATM; and (b) BANK WILL NOT BE LIABLE TO CARDHOLDER FOR DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND BANK'S CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, OR RIOTS; THE FAILURE OF MERCHANTS TO HONOR THE CARD; THE FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES; COMMUNICATION SYSTEM FAILURES; OR FAILURES OR MALFUNCTIONS ATTRIBUTABLE TO CARDHOLDER'S EQUIPMENT, ANY INTERNET SERVICE, OR ANY PAYMENT SYSTEM. IN THE EVENT THAT BANK IS HELD LIABLE TO CARDHOLDER, CARDHOLDER WILL ONLY BE ENTITLED TO RECOVER CARDHOLDER'S ACTUAL DAMAGES. IN NO EVENT SHALL CARDHOLDER BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF CARDHOLDER HAS ADVISED BANK OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL NOT BE EFFECTIVE TO THE EXTENT OTHERWISE PROHIBITED BY LAW.

**29. Transactions Made in Foreign Currencies.** If Cardholder makes a transaction in a foreign currency, the transaction will be converted by Visa into a U.S. dollar amount in accordance with the operating regulations or conversion procedures in effect at the time that the transaction is processed. Currently, those regulations and procedures provide that the currency conversion rate to be used is either (a) a wholesale market rate or (b) a government-mandated rate in effect one (1) day prior to the processing date, increased by one percent (1%) in each case. Visa retains this one percent as compensation for performing the currency conversion service. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

**30. USA Patriot Act.** Bank is subject to the requirement of the USA Patriot Act (Title III of Pub. L. 107 56 [signed into law October 26, 2001]) (the "Act") and hereby notifies Cardholder that pursuant to the requirements of the Act, it is required to obtain, verify, and record information that identifies Cardholder which information includes the name and address of Cardholder and other information

that will allow such Bank to identify Cardholder in accordance with the Act.

**31. Other Agreements.** This Agreement supersedes all prior Agreements between Bank and Cardholder governing the use of the Card and the Account.

#### **STATE SPECIFIC INFORMATION**

**California Residents:** Cardholder (a) may use the Account up to its Credit Limit; (b) may be liable for amounts extended under the Account to any joint Cardholder. As required by law, Cardholder is hereby notified that a negative credit report reflecting on Cardholder's credit record may be submitted to a credit reporting agency if Cardholder fails to fulfill the terms of Cardholder's credit obligations.

**Ohio Residents:** Ohio anti-discrimination laws require creditors to make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on individuals upon request. The Ohio Civil Rights Commission administers these laws.

**New York and Vermont Residents:** Bank may obtain at any time Cardholder's credit reports for any legitimate purpose associated with the Account or the application or request for an Account, including but not limited to reviewing, modifying, renewing and collecting on Cardholder's Account. On Cardholder's request Cardholder will be informed if such a report was ordered. If so, Cardholder will be given the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Banking Department (1-800-518-8866) for a comparative list of credit card rates, fees, and grace periods.

**Married Wisconsin Applicants:** No provisions of any marital property agreement, unilateral statement, or court order applying to marital property will adversely affect a creditor's interests unless prior to the time credit is granted, the creditor is furnished a copy of the agreement, statement or court order, or has actual knowledge of the provision.

#### **YOUR BILLING RIGHTS: Keep this Document for Future Use**

This Notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act. For purposes of this Notice, "we" and "us" mean Bank, and "you" and "your" mean Cardholder.

#### **WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT**

If you think there is an error on your statement, write to us on a separate sheet at the Cardmember Service address shown on your 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.
- 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 on a separate sheet at the Cardmember Service address shown on your 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.