

**BANKPLUS**  
**VISA CONSUMER CREDIT CARD AGREEMENT**

We are pleased to open a Credit Card Account in Your name. This is the Agreement including any changes to it, that governs Your Account with Us. In this Agreement, the words "You" and "Your" refer to each applicant and co-applicant for the Account; and any person responsible for paying the Account, and any person responsible for complying with this Agreement. The words "We," "Our" and "US" refer to BankPlus. The word "Account" refers to Your Credit Card Account with Us. The word "Credit Card" or "Card" refers to the VISA consumer credit card that We will issue to You under Your Credit Card Account.

**Authorized Users:** An authorized user is any person You give Your Card to or authorize to use a Card on Your Account. You agree to be responsible for any use of Your Account by any authorized user or anyone else that You permit to use Your Account. If You wish to have an additional card issued in the name of an authorized user, please contact Us. If You want an authorized user to stop using Your Account You must notify Us, and You must obtain possession of any Card, or other means of accessing Your Account from the authorized user. The authorization given to an Authorized User by the Cardholder shall continue in effect as long as the Authorized User has possession of a Card, or other means of accessing Your Account. The Cardholder shall be liable for the payment of all amounts owing on the Account arising from an Authorized User's use of a Card during the time the Authorized User has possession of a Card or has other means of accessing Your Account. No revocation of the authorization given to an Authorized User by the Cardholder shall be effective or binding by BankPlus until the Cardholder recovers possession of the Card or accounts for the Card or other means of accessing Your Account to Our satisfaction.

**Credit Card Transactions:** You may from time to time make credit Purchases, obtain Cash Advances and Balance Transfers under Your Account. In doing so, You agree to be bound and obligated under this Agreement and Our procedures for requesting Credit Card Purchases, Cash Advances and Balance Transfers.

**Purchases:** You may use Your Card to purchase goods and services from participating merchants and other persons honoring VISA credit cards. We will pay the amount of Your Card Purchases by making loan advances on Your Account with Us.

**Balance Transfers:** You may use Your Account to transfer the balances of other credit cards to Your Credit Card Account with Us up to Your available credit limit. You should be careful to monitor and to continue to make required payments on any Account You transfer a balance from until You know that the other creditor has given You credit for the balance transfer. We permit balance transfers from most non-BankPlus accounts.

**Cash Advances:** You may obtain Cash Advances on Your Card from automated teller machines ("ATMs") and banks that accept Your Card. We may make only a portion of Your total credit limit available for cash advances. The portion of Your credit limit available for cash advances will be further limited by any unpaid cash advances at the time of the transaction. Your credit limits, including the cash credit limit, are shown on Your billing statement. Cash advances from ATMs may be limited as to amount and frequency. For example, dollar limits may apply to individual transactions and daily limits may apply to the total amount of cash advances which may be obtained in a single day. You are responsible for fees that may be charged for cash advances performed at other financial institutions and ATM owners.

**Prohibited Card Use:** A Card may not be used for any unlawful purpose, including without limitation, the purchase of goods or services prohibited by applicable law or regulation. You may not use Your Account to conduct transactions in any country or territory or with any individual or entity in violation of any sanctions, restrictions, or prohibitions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC). We have no liability to You for blocking or failing to block any such transactions.

**Mobile Devices:** You or an authorized user may be permitted to load Your Account information to an app on a smartphone or other electronic device, such as a mobile wallet, which may be used for purchases or other transactions without presenting the Card. Any such transactions are covered by this Agreement. We have no responsibility for the performance of any app or device. You should protect the security of any electronic device just as You would Your Card or other valuable information. Fees may be charged by third parties related to any such transaction, such as data or messaging charges. We may at any time restrict or limit Your ability to make transactions using Your Card or Account information through a third

party or electronic device.

**Notice Regarding Illegal Internet Gambling Transactions:** Pursuant to the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG (collectively, the "Act"), this is to notify the Cardholder that items and transactions related to illegal Internet gambling ("Restricted Transactions") will not be processed through Your Account(s). Restricted Transactions include any transactions in which a gambling or gaming business accepts payment in connection with unlawful Internet gambling, whether by credit card, debit card, electronic funds transfers, check or other means. We shall have no liability whatsoever for the refusal or return of items or transactions, or for any claims or losses arising from or related to its refusal or return of items or transactions, and/or its closure of Your Account(s), believed by Us to be in violation of the Act.

**Additional Limitations on Use of Your Account:** We shall have the right to deny access to credit on Your Account or to refuse to honor any Card or refuse to allow You to make additional credit Purchases or to obtain additional Cash Advances under Your Account for any reason even though the Account has not been terminated or closed, including without limitation, if any of the following events occur:

- (a) You do not make at least the minimum monthly payment due shown on the most recent monthly billing statement on or before the payment due date, or are otherwise in default under the terms and conditions of this Agreement;
- (b) You are in default under the provisions of any other loan, extension of credit or other agreement with Us;
- (c) You become delinquent on any other obligation owed to Us or on any obligation owed to any other person or entity;
- (d) You or any Authorized User exceeds the approved credit limit
- (e) A request for additional credit on the Account would cause the approved credit limit to be exceeded;
- (f) We are advised by a credit reporting agency or by any other appropriate source that Your financial condition has deteriorated significantly;
- (g) Your debt owed to, or Your available unused credit line from, other lenders becomes excessive in Our sole opinion;
- (h) You die, become imprisoned, are declared legally incompetent, or become insolvent;
- (i) You give false or misleading information to Us at any time;
- (j) We have reasonable cause to believe that You will not be able to repay the amounts owed to Us, for any reason, including, but not limited to, Your unemployment;
- (k) A proceeding has been filed by or against You for bankruptcy, arrangement, reorganization, or any other relief afforded debtors or affecting rights of creditors generally under the United States Bankruptcy Code or under any state or federal law;
- (l) You have sent Us more than one payment within a twelve (12) month period that has been returned unpaid for any reason;
- (m) You have notified Us or We have otherwise determined that the Card has been lost, stolen, or has had unauthorized activity;
- (n) You fail to comply with any terms or conditions of this Agreement.
- (o) We reasonably believe that any sales draft has been completed, negotiated or altered in an improper or unauthorized manner;
- (p) We reasonably believe that You have not complied with Our procedures and requirements for requesting Card Purchases, Balance Transfers and/or Cash Advances; or
- (q) We have cancelled or suspended Your Account privileges for any reason.

You agree that neither You nor any Authorized User shall have any legal claims or rights against US if We deny or reject a request from You or any Authorized User for credit or for the use of the Account. We are not responsible for any losses You incur if We do not authorize a transaction.

**Promise to Pay:** You agree to pay Us the full amount of all credit Purchases, Balance Transfers and Cash Advances made under Your Card Account, whether these Purchases and Cash Advances are made by You or by anyone using Your Card with Your express or implied knowledge or consent or that of any Authorized User under Your Account. You further agree to pay all Finance Charges and other fees and

charges that may be assessed under Your Account, including reasonable attorney's fees in the event that Your Account is turned over to an attorney for collection.

**Foreign Exchange/Currency Conversions/International Transactions:** If You or an Authorized User use Your Card for transactions in a currency other than U.S. Dollars, the exchange rate between the transaction currency and the billing currency used for processing International Transactions is selected by the applicable network (e.g., Visa, MasterCard, Cirrus, Plus, etc.). We do not determine the currency conversion or exchange rate that is used. If the applicable network is Visa, the exchange rate is a) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or b) the government-mandated rate in effect for the applicable central processing date. The exchange rate that is in effect on the processing date may differ from the rate in effect on the transaction date or the posting date. If the transaction is a refund, and the refund has a different processing date, then the exchange rate of the refund can be greater/less than that of the original transaction. You agree to accept the converted amount in U.S. dollars. An "International Transaction" is defined as any transaction where Our country (the United States) is different than the country where the transaction was completed (i.e., where the merchant is located), whether or not a currency conversion is involved (i.e., even if the transaction is conducted in U.S. dollars).

**Credit Limit:** We have established a credit limit on Your Credit Card Account and may establish different limits for different types of transactions, like purchases and cash advances. These limits will appear on Your billing statement. If We approve Your request for credit, You and Authorized Users may make credit Purchases, Balance Transfers and obtain Cash Advances up to the established credit limits; although We may, under certain circumstances and at Our option, allow Your Account balance to exceed Your credit limit. We shall have the right to demand immediate payment of any amount by which the balance owing on the Account at any time exceeds the approved credit limit. We may change Your credit limits or cancel or restrict Your credit availability at any time subject to any requirements or limitations of applicable law.

**Monthly Billing Statements:** We will send You monthly billing statements whenever You have activity or if You have an outstanding balance (including a credit balance) on Your Account. These statements will reflect transactions on Your Account for the preceding monthly Billing Cycle. You should carefully review Your monthly billing statements and advise Us in writing of any errors within sixty (60) days after We send You the first monthly billing statement that the error appears on (See "Your Billing Rights" below).

**Payments:** You have the option of paying the New Balance of Your Account, as disclosed on Your monthly billing statement, in full within twenty-five (25) days of the disclosed Billing Cycle Closing Date. You have the further option of deferring payment on Your Account, in which case You must pay at least the Minimum Payment due on Your Account within twenty-five (25) days of the disclosed Billing Cycle Closing Date. The amount of the Minimum Payment due on Your Account will include any past due payments and over limit amounts, plus a current payment equal to three (3%) percent of the New Balance of Your Account at the end of the Billing Cycle (less any amounts disputed by You) or \$20.00, whichever is greater. If the New Balance of Your Account is less than \$20.00, then the entire New Balance (less any amounts in dispute) must be paid in full. You may prepay the Account in whole or in part at any time without penalty. Any partial prepayment shall not affect the obligation to make subsequent minimum monthly payments, and an interest charge will continue to accrue on any remaining balance on the Account.

You have the option of making larger payments on Your Account at any time and in any amount. The larger Your payments, the less periodic Finance Charges You will have to pay. Your payments will be applied in the following order:

- To any interest charges
- To returned check fees, late fees and Additional Charges
- To previously billed Cash Advances, Balance Transfers and Purchases
- To new Cash Advances, Balance Transfers and Purchases

We shall have the right to change the order of the application of payments at any time without prior notice to You. You should mail Your Credit Card payments directly to Us at the address indicated on Your monthly billing statements. Payments which We receive at that address by 5:00 p.m. CST on a banking day will be credited to Your Account as of the date of receipt, but We shall have the right to limit the amount of credit available for the Account based on a payment until the check or other payment instrument is actually paid by the drawee. If You mail Your payment without a payment coupon or to an incorrect address, it may result in a delayed credit to Your Account. We may use the information from a check or other negotiable instrument to create an electronic image. We may collect and return the image electronically. This

electronic image may also be converted to a substitute check and may be processed in the same way We would process a check or other negotiable instrument. We will not be responsible if a check or negotiable instrument You provide has physical features that when imaged result in it not being processed as You intended. There may be a delay in posting payments which are mailed to Us at another address or which are made at any other authorized location.

**Late Payment:** If You do not pay the Minimum Payment due on Your Account within twenty-five (25) days of the disclosed Billing Cycle Closing Date, You agree to pay a late charge equal to the lesser of up to \$26.00 or the amount of the Minimum Payment due for the initial failure to pay such Minimum Payment, and a late charge equal to the lesser of \$35.00 or the amount of the Minimum Payment due for each subsequent failure to pay such Minimum Payment.

**Returned Check Fee:** You agree to pay a returned check fee of up to \$26.00 for the initial occurrence of a check or other instrument or an electronic payment, being returned to Us unpaid because of an insufficient balance in Your deposit Account, and up to \$32 for subsequent occurrences of Your payment, whether in the form of a check or other instrument or an electronic payment, being returned to Us unpaid because of an insufficient balance in Your deposit Account.

**Periodic Finance Charges:** Periodic Finance Charges will be assessed on Your Account by applying a Monthly Periodic Rate to the Average Daily Balance of Your Account over each Billing Cycle, as follows:  
Purchases and Balance Transfers: A finance charge will be imposed on Purchases and Balance Transfers outstanding during a Billing Cycle (including current Purchases and Balance Transfers) at the Monthly Periodic Rate when there is a Previous Balance outstanding that is not paid in full during the first 25 days of the Billing Cycle. You may avoid paying a finance charge on current Purchases and Balance Transfers included in the New Balance by paying the entire New Balance in full within 25 days after the Closing Date of the Billing Cycle during which the current Purchases and Balance Transfers are charged to Your Account.  
Cash Advances: A finance charge will be imposed on Cash Advances at the Monthly Periodic Rate outstanding during the Billing Cycle. New Cash Advances will accrue a finance charge from the date of the transaction until the date of payment. There is no time period within which to avoid a finance charge on Cash Advances. The Average Daily Balance of Your Account is calculated separately for Purchases and Cash Advances, To get the Average Daily Balance for each transaction type We take the "Closing Principal Balance", for each transaction type, of Your Account for each day of the billing cycle. The Closing Principal Balance, for each transaction type, of Your Account will reflect: (1) the balance of Your Account at the beginning of the date of determination; (2) **less** any unpaid Finance Charges on Your Account; (3) **less** payment and credits to Your Account from date of posting; (4) **plus** any other debits to Your Account (such as debit corrections) from date of posting, (5) **plus** new Credit Card Purchases and Cash Advances under Your Account from date of posting. Then, We add up the daily Closing Principal Balance, for each transaction type, for each day of the Billing Cycle and divide them by the number of days in the Billing Cycle to get the Average Daily Balance for each transaction type. The Finance Charge for a billing cycle is computed by multiplying the Average Daily Balance by the Monthly Periodic Rate.

Your Monthly Periodic Rate and corresponding Annual Percentage Rate may vary.

**Annual Percentage Rate (APR) for Purchases and Balance Transfers:** We will calculate Your Annual Percentage Rate by taking the highest Prime Rate published in the Money Rates Section of The Wall Street Journal (the "Index Rate") and adding to it a Margin of 11.65%. To calculate Your Monthly Periodic Rate, We then divide Your Annual Percentage Rate by 12. If the Index Rate becomes unavailable, We may substitute another Index Rate and Margin for Your Account. Your Monthly Periodic Rate and corresponding Annual Percentage Rate may increase or decrease if the Index Rate increases or decreases. Any such change will be effective as of the first day of each Billing Cycle following a change in the Index published on the tenth (10<sup>th</sup>) day of the previous calendar month. If Your Monthly Periodic Rate and corresponding Annual Percentage Rate increase, Your Finance Charges and Minimum Payment may increase. However, Your Monthly Periodic Rate will never exceed 1.75% and Your corresponding **ANNUAL PERCENTAGE RATE** will never exceed 21%.

**Annual Percentage Rate for Cash Advances:** We will calculate Your Annual Percentage Rate by taking the highest Prime Rate published in the Money Rates Section of The Wall Street Journal (the "Index Rate"), and adding to it a Margin of 16.65%. To calculate Your Monthly Periodic Rate, We then divide Your Annual Percentage Rate by 12. Your Monthly Periodic Rate and corresponding Annual Percentage Rate may increase or decrease if the Index Rate increases or decreases. Any such change will be effective as of the first day of each Billing Cycle following a change in the Index published on the tenth (10<sup>th</sup>) day of the previous calendar month. If Your Monthly Periodic Rate and corresponding Annual Percentage Rate

increase, Your Finance Charges and Minimum Payment may increase. However, Your Monthly Periodic Rate will never exceed 1.75% and Your corresponding **ANNUAL PERCENTAGE RATE** will never exceed 21%.

**Balance Transfer Introductory Rate:** Your Account may be eligible for a 0% introductory APR for Balance Transfers. If so, this will be described in Your Account Opening Disclosure. The 0% introductory APR will apply to Balance Transfers posted within 3 months of Account opening. The 0% Balance Transfer APR applies until the 3<sup>rd</sup> billing cycle once the Transfer posts to Your Account. After that, We will calculate Your Balance Transfer APR as We do for Purchases.

**Transaction Finance Charges:** For Cash Advances and Balance Transfers, an additional three (3%) percent fee with a \$10 minimum will be assessed on the amount of each new cash advance and each New Balance Transfer. Such Cash Advance fees and Balance Transfer fees are considered as finance charges for Truth in Lending purposes and will be included in the total finance charge amount disclosed on Your current billing statement.

**Additional Charges:** Whenever We are requested by You or any other person not connected with Us to conduct any type of research in connection with Your Account, We will charge You a fee of \$25.00 per hour for Our research time, subject to a \$12.50 minimum charge. We will also charge You \$3.00 for each copy of a statement and \$18.00 for each copy of a credit card draft or receipt that You request. These additional fees will not be assessed when You assert a billing error under the Fair Credit Billing Act and Regulation Z. For replacing a lost or stolen Credit Card, You may be charged a fee of \$5.00. A fee of \$60.00 will be charged when You request that Your Card be delivered within three (3) to four (4) business days.

**Security Interest:** If this is a secured Credit Card Account the collateral securing the Account can secure other loans with Us. However, the Credit Card Account and/or such other loan(s) will not be secured by a security interest in Your or any other person's dwelling if We are required to give notice of the right to cancel under the Truth in Lending Act and Regulation Z in connection with the Credit Card Account and/or other loan(s) and such notice is not given. We are waiving Our right of offset against Your deposit accounts with Us that may otherwise secure repayment of Your Credit Card Account.

**Communications:** We may send cards, statements, or other communications to You at any mailing or email address We have for You in Our records. If more than one person is responsible for this Account, we can provide billing statements and communications to only one of You. When You give Us Your mobile phone number, You agree that We have Your permission to contact You at the number about all Your BankPlus accounts. You also agree that Your consent allows Us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and Account service calls, but not for telemarketing or sales calls. This includes contact from companies working on Our behalf to service Your accounts with Us. Message and data rates may apply. You may contact Us anytime to change these preferences. We may also send an email to any address where We reasonably believe We can contact You. Some of the legal purposes for calls, text messages and emails include suspected fraud or identity theft, obtaining information; transactions on or servicing of Your accounts; collection on Your accounts, and providing You information about Our products and services. Notify Us immediately of any changes to Your contact information using the address or phone number shown on Your billing statement or phone number shown on the back of Your Card. We may listen to and record Your telephone calls with Us.

**Rewards Program:** Your Account may provide You with the opportunity to earn rewards. If so, this will be advised in Your Account Opening Disclosure. The rewards program offered for Your Account is voluntary and separate and distinct from the terms of Your Credit Card Agreement. Participation in the rewards program means You agree to the rewards program's terms and conditions. We have the right to terminate the rewards program at any time and without notice. In addition, the benefits of the rewards program may be changed or removed at any time without notice to You. The separate and distinct rewards agreement means a change to its terms in no way impacts the relationship maintained under this Agreement. For additional information about the rewards program, You may call Us at the phone number listed in the "Your Billing Rights" section below, or on Your billing statement or the back of Your Card.

**Cancellation, Default and Acceleration:** We may cancel Your Credit Card Account at any time and for any reason. You may also cancel Your Account at any time by notifying Us in writing and returning all Cards issued in connection with the Account. You shall remain liable for continued charges against the Account after the Account is closed by You until and unless all Cards have been returned to Us. Each joint Cardholder authorizes each other Cardholder to close or terminate the Account.

If Your Account is cancelled for any reason, or should You die, or become insolvent, or apply for bankruptcy

relief, or should You fail to comply with any of the terms and conditions of this Agreement, or should You default under any other loan or Account that You may have with Us, We have the right to accelerate payment of all amounts You owe Us under Your Account, which You agree to pay to Us immediately, without further notice or demand for payment. Without limiting the foregoing, We shall have the right to close the Account if the Account has been inactive for (12) consecutive months. If We have to turn Your Account over to an attorney for collection, You further agree to pay Our reasonable attorney's fees in an amount equal to twenty-five (25%) percent of the unpaid debt due Us. The unpaid balance of Your Account will continue to bear interest (Finance Charges) after cancellation of Your Account, until Your Account is paid in full. Under this Agreement, You are waiving demand, protest, notice of protest and notice of non-payment of Your Account, and all pleas of division and discussion. You further agree that We may extend payment under Your Account from time to time, one or more times, without notice to You and without releasing any of Your obligations or liabilities to Us. If there is more than one holder under Your Account, Your obligations to Us under this Agreement shall be on a "joint and several" or "solidary" basis. Each of You further agrees that We may at any time release any of You from Your respective obligations to Us without in any manner affecting or impairing Our rights against any of You who are not released. Our rights and remedies under this Agreement are in addition to all rights and remedies that We have under any other agreements with You or as otherwise provided under applicable law. We may delay enforcing any of Our rights, powers or remedies without losing them. Any waiver or forbearance of such rights or remedies on Our part must be in writing and signed by Us. We are further permitted to accept partial payments under Your Account marked as "**PAID IN FULL**" or in a similar manner without losing any of Our rights.

**Return of Credit Cards:** You will be issued one or more VISA credit cards under Your Account with Us. These credit cards will remain Our property. In the event that Your Account is canceled, or Your credit privileges are suspended for any reason, You and all Authorized Users under Your Account are required to immediately cease using any VISA credit cards that We have issued to You and to Authorized Users and to return all of Your Cards to Us. Should You terminate the privileges of any Authorized User under Your Account, You further agree to return any Card that may have been given to that person.

**Lost or Stolen Credit Cards:** In the event that any of Your Cards are lost or stolen, or You learn that someone is using Your Card or Account without Your permission, You should call Us or write Us immediately at the address indicated on Your monthly billing statements. You may be liable for unauthorized use of Your Cards. You will not, however, be liable for any unauthorized use that occurs after You notify Us at:

BankPlus  
Credit Card Servicing  
PO Box 1830  
Covington, LA 70434  
1-877-224-1018

either orally or in writing of the loss, theft, or possible unauthorized use. In any case, Your liability will not exceed \$50.00.

**Updated Credit Information:** You agree to immediately notify Us should there be any adverse change in Your credit or financial condition. You further agree to provide Us with annual financial statements and such additional credit-related information as We may request from time to time.

**Notices:** We shall send all monthly billing statements and any notices in connection with the Account to Your address as shown in Our most recent records. You agree to give Us notice of any change in Your address at least fifteen (15) days prior to the change. Any notices from You to Us, including a notice of a change of address, shall be effective when received by Us at Our address for receipt of payments shown on any monthly billing statement mailed by Us to You within the preceding sixty (60) days. We shall have the right to accept corrections or changes to Your address from the United States Postal Service. If the Account is a joint Account, We may send monthly billing statements and notices to any one Cardholder and shall not be responsible or liable for sending statements or notices to any other Cardholder.

**Governing Law:** This Agreement and all credit advances under Your Credit Card Account with Us are considered as consummated when accepted by Us at Our offices in Ridgeland, Mississippi. This Agreement is to be governed solely under the laws of the State of Mississippi, and all extensions of credit under Your Credit Card Account and all Finance Charges and other charges assessed on Your Account are to be governed under Mississippi law (and federal law, to the extent applicable). If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force effect.

**Amendments:** Subject to any requirements under law, We shall have the right to change any of the terms of this Agreement at any time whatsoever. You shall be given any prior written notice of the change that is required by law, either by including a notice on the monthly billing statement or by sending You a separate notice. Subject to any requirements of applicable law, any amendment to this Agreement shall become effective at the time stated in Our notice to You, and, subject to any requirements of applicable law, the amendments to this Agreement shall apply to all outstanding unpaid indebtedness on the Account at the time the amendments are effective and to all new transactions on the Account after the amendments become effective. If, under applicable law, Your approval is required for any amendment to this Agreement, that approval may be evidenced by Your written consent to the amendment or by the use of the Card or the Account by You or any Authorized User after the date of notice that was given by Us to You, which date may or may not be the date that the amendment becomes effective. If You do not agree to a change in the terms of the Agreement that requires Your approval, You may pay off under the terms of this Agreement prior to its amendment all indebtedness owed on the Account prior to the date that the amendment becomes effective, but, in that case, neither You nor any Authorized User shall have the right to use the Account or any Card after the amendment becomes effective.

**Credit reports:** You authorize Us to report Your Account's performance under this Agreement to the credit reporting agencies and to any other person or entity who may properly receive such information, and We shall have the right to obtain Your credit report from the credit reporting agencies and to make any credit, employment, and investigative inquiries that We in Our sole discretion deem appropriate in connection with any extension of credit on the Account or the collection of amounts owed on the Account.

**Severability:** If any term, provision, or section of this Agreement is held to be invalid or unenforceable under any statute, court decision, or governmental rule or regulation, the remainder of this Agreement shall remain in full force and effect.

**Agreement.** Pursuant to Your request or application, We have established an Account in Your name and have issued one or more Cards to You. By requesting or applying for a Card or an Account, retaining a Card, signing a Card, using a Card, or using the Account, You agree to the terms and conditions contained in this Agreement. This Agreement governs the Account and the use of any Card issued to You in connection with the Account. We agree to pay the applicable merchant or business, in accordance with the terms and conditions of this Agreement, for the Purchases that You or an Authorized User makes with a Card, and We agree to make Cash Advances, in accordance with the terms and conditions of this Agreement, to You or an Authorized User. You authorize Us to charge the Account for all amounts We pay on Purchases, for all amounts We advance to any Cardholder or Authorized User on Cash Advances, and for all amounts We advance or pay to third parties on Your, or an Authorized User's, behalf including any amounts advanced on Your, or an Authorized User's, behalf as a result of the use of a Card to obtain any services offered by VISA U.S.A. Inc. You agree that We can provide Your personal data to Visa, its Members, or their respective contractors for the purpose of providing Emergency Cash and Emergency Card Replacement Services.

#### **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:

BankPlus  
Credit Card Servicing  
P. O. Box 1830  
Covington, LA 70434  
1-877-224-1018

In Your letter, give Us the following information:

- **Account information:** Your name and Credit Card Account number.
- **Date & Dollar amount:** The date and 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 at:

BankPlus  
Credit Card Department  
P. O. Box 1830  
Covington, LA 70434

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.