

PERSONAL VISA GOLD CREDIT CARD DISCLOSURE

DISCLOSURES REQUIRED BY FEDERAL LAW

1. FINANCE CHARGES:

a) Calculation Methods – Cash Advance: **F** Credit Purchases: **G**

(See Periodic Finance Charge Calculation Methods for descriptions)

b) Periodic Rates used to compute Finance Charges –

Cash Advances: **.833** % PER MONTH. Credit Purchases: **.992** % PER MONTH

Corresponding ANNUAL PERCENTAGE RATES-

Cash Advances: **9.99** % **11.90** % Credit Purchases:

c) For Cash Advances obtained Over the Counter equal to or greater than \$**20.00** a FINANCE CHARGE equal to the greater of \$ **2.00** or **2.00** % of the cash advance will be imposed, however this charge will not exceed \$ 100.00 for each Over the Counter Cash Advance. For Cash Advances obtained at an Automated Teller Machine (ATM) equal to or greater than \$ **20.00** a FINANCE CHARGE equal to the greater of \$ **2.00** or **2.00** % of the cash advance will be imposed; however this charge will not exceed \$ **100.00** for each ATM Cash Advance. A transaction fee may also be imposed by an ATM operator, not holding your account, or by any national, regional or local network used to complete a Cash Advance transaction.

2. OVERLIMIT CHARGES: Cardholder shall immediately pay the amount by which the total New Balance exceeds the maximum authorized credit. An Overlimit Charge equal to the greater of \$ **.00** or **.00** % of the Amount overlimit, shall be imposed, not to exceed \$ **.00** (For California accounts see Sec. 9)

3. ANNUAL FEE:

a) A non-refundable Annual Fee of \$**25.00** plus applicable taxes, shall be charged to your account, or –

b) Using Plan **O** (see Sec. 11) an Annual Fee/FINANCE CHARGE of \$ **.00** plus applicable taxes shall be charged unless, for the time period analyzed, you charged more than \$ **0** or had more than **0** transactions on your card.

4. MINIMUM PAYMENT:

a) The minimum payment required is the New Balance shown on your statement if the amount is equal to or less than \$ **20.00**

b) If the New Balances exceeds \$ **20.00** the minimum payment is **4.00** % of that portion of the New Balance which does not exceed your credit limit (rounded up to the nearest dollar), or \$ **20.00**, whichever is greater, plus the entire portion of the New Balance in excess of your credit limit, plus any amount past due.

5. LATE CHARGES: If the minimum required payment is not received with **Five (5)** days after the Closing Date subsequent to the payment Due Date, a late charge equal to the greater of \$ **7.00** or **.0** % of the unpaid portion of the past due amount is imposed, but not to exceed \$**7.00** .

6. The only FINANCE CHARGES assessed on your account other than those assessed by a periodic rate, will be transaction FINANCE CHARGES in connection with Cash Advances if part of your Plan. Transaction FINANCE CHARGES for each Cash Advance will be imposed on the date the Cash Advance was posted to your account. No grace period applies on any transaction FINANCE CHARGE imposed for Cash Advance.

7. Documentary stamp taxes as may be required by law shall be imposed on each Cash Advance at the time the loan is made.

8. The annual fee shall be treated as a Credit Purchase for purposes of calculating FINANCE CHARGES, unless prohibited by law.

9. In California, the maximum of \$10 in Overlimit Fees may be imposed with respect to any charge that causes the outstanding balance to exceed the credit limit by \$500 or 120 percent, whichever is less. No more than one overlimit charge may be assessed within a single monthly billing cycle.

10. If you have other loans or credit extensions from Issuer, or take out other loans or credit extensions with Issuer in the future, collateral securing those loans or credit extensions will also secure your obligations under this Agreement. However, unless you expressly agree otherwise, your household goods and dwelling will not secure your obligations under this agreement even if Issuer has, or later acquires a security interest in the household goods or a mortgage on the dwelling. If you have executed a written agreement granting a security interest in any deposit accounts (checking or savings) or other funds held by Issuer to secure your obligations under this credit card plan, such accounts and/or funds held by Issuer to secure your obligations under this credit card plan, such accounts and/or funds are additional security for your obligations to Issuer arising from the use of your Card.

11. Annual Fee Plans: Your Annual Fee waiver analysis, under the Plan noted in Section 3.b, only includes the following transactions: Plan 1: Gross Sales; Plan 2: Gross Cash Advances; Plan 3: Net Sales; Plan 4: Net Cash Advances; Plan 5: Gross Sales plus Gross Cash Advance; Plan 6: Net Sales plus Net Cash Advances (Note: Time period analyzed shall be prior 12 month period; however, initial time period may be less than 12 months as it begins on the date you were notified of this program. Annual Fees shall not be waived for cardholders in default.)

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PERIODIC FINANCE CHARGE CALCULATION METHODS

The periodic Finance Charge Calculation Method applicable to your account for Cash Advances and Credit purchase of goods and services that you obtain through the use of your Card is specified in Section 1 of the Disclosure enclosed with your credit card and explained below:

Method A – Average Daily Balance (including current transactions). The Finance Charge on purchases begins from the date the transaction is posted to your account, and the Finance 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 Finance 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 and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Method E – Average Daily Balance (excluding current transactions). To avoid incurring an additional Finance Charge on the balance of purchases (and cash advances if Method E is specified as applicable to cash advances) reflected on your monthly statement, you must pay the New Balance shown on your monthly statement on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.

The Finance Charges for a billing cycle are computed by applying the monthly Periodic Rate to the “average daily balance” of purchases (and if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day and subtract any payments, credits, non-accruing fees, and unpaid finance charges. We do not add in new purchases or cash advances. 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 F – Average Daily Balance (including current transactions). To avoid incurring an additional Finance Charge on the beginning balance of cash advances (an purchases, if Method F is specified as applicable to purchases) reflected on your monthly statement, you must pay the beginning Balance shown on your monthly statement on or before the Payment Due Date. No grace period is provided for current cycle transactions.

The Finance Charges for a billing cycle are computed by applying the monthly Periodic Rate to the “average daily balance” of cash advances (and if applicable, purchases). To get the average daily balance, we take the beginning balance of your account each day, add any new purchase or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Method G – Average Daily Balance (including current transactions). To avoid incurring an additional Finance Charge on the balance of purchases (and cash advances, if Method G is specified as applicable to cash advances) reflected on your monthly statement and, on any new purchase (and if applicable, cash advances) 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 grace period for the New Balance of purchase extends to the Payment Due Date.

The Finance Charges for a billing cycle are computed by applying the monthly Periodic Rate to the “average daily balance” of purchases (and if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day , add any new purchase or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

TERMS GOVERNING THE USE OF YOUR CARD

The person (“Cardholder”) whose name is embossed on the face of the VISA (“Card”), and each Cardholder, in the event more than one Card is issued bearing the same account number, by signing or using said Card, receipt of which is acknowledged, agrees with the Issuer of the Card whose name is printed on the reverse (“Issuer”) as follows:

A. Goods and services (“Credit Purchases”) may be purchased or leased by means of such card by Cardholder from any retail Business establishment (“seller”) who honors same upon the execution of a sales slip evidencing such Credit Purchases and bearing the account number of Cardholder embossed on the face of such Card. Additionally, VISA Cash Advances (“Loans”) may be obtained through use of such Card (a) upon execution of a written request of Cardholder in a form furnished to Cardholder from any financial institution that is a member, alone or in association with others, of VISA U.S.A. Inc and (b) upon execution of a written separate agreement with Issuer for a VISA overdraft financing agreement if offered by Issuer.

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B. Cardholder shall be liable and agrees to pay Issuer for Credit Purchases made by, or for Loans extended to Cardholder or anyone else using such Card unless the use of such Card is by a person other than 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 VISA account number hereinafter collectively call "Related Cards").

C. Cardholder agrees to pay to Issuer an annual membership fee (as stated in the Disclosures enclosed with card) for participating in the Issuer's credit card plan. Such annual membership fee shall be imposed whether or not Cardholder uses the card to obtain credit purchases and loans. The membership fee shall be charged to Cardholder's account each year in the month of Issuer's choice. The membership fee is not refundable in the event of termination of the account by either Cardholder or Issuer unless otherwise provided for by law.

D. Each Card is the property of Issuer, is not transferrable and must be surrendered upon demand. It can be canceled as well as repossessed by Issuer or its designee, and the privileges thereof revoked, at any time without prior notice.

E. Cardholder shall not sue the Card or permit the use of Related Cards to obtain Credit Purchases or Loans, which will increase Cardholder's indebtedness to Issuer to an amount in excess of the limit established by Issuer.

F. All Credit Purchases and Loans are effected at the option of the Seller and Cash Advancing Financial Institution respectively, and Issuer shall not be responsible for refusal by any Seller or Cash Advancing Financial Institution to honor the Card or any Related Card. 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 a credit on Cardholder's account statement with Issuer.

G. Issuer will send to Cardholder, at monthly intervals determined by Issuer, a statement reflecting for the prior monthly period all VISA Card and Related Card transactions. Such statement shall be deemed correct and accepted by Cardholder and all holders of Related Card unless Issuer is notified to the contrary in writing within 60 days of mailing of such statement. Cardholder will pay such statement by remitting to Issuer within 25 days of the closing date reflected on the statement either the full amount billed, or at Cardholder's option, an installment equal to at least the required minimum payment stated in section 4.

H. Interest on Loans and Credit Purchases will be charged in accordance with the finance charge calculation method referred to in Section 1. The rate of interest shall be established by Issuer from time to time, but shall never exceed the maximum rate permitted by law. The current interest rate per annum is the Annual Percentage Rate set forth in Section 1.

I. If the card is canceled or surrender is demanded by Issuer, or if Cardholder defaults in any payment due, or is deceased, bankrupt or insolvent, or any attachment or garnishment proceedings are initiated against the Cardholder or his property, Issuer may elect to declare all amounts then owed to Issuer to be immediately due and payable without notice or demand of any kind. If Cardholder has other loans from Issuer, or takes out other loans with Issuer in the future, collateral securing those loans will also secure the Cardholder's obligations under this agreement. However, unless the Cardholder expressly agrees otherwise, the Cardholder's household goods and dwelling will not secure Cardholder's obligations under this agreement even if Issuer has or later acquires a security interest in household goods or a mortgage on the dwelling. Cardholder agrees to pay all costs incurred by Issuer in collection Cardholder's indebtedness or in enforcing this agreement, including reasonable attorney's fees incurred in appellate, bankruptcy and post-judgment proceedings, except to the extent such costs, fees or expenses are prohibited by law.

J. This agreement may be amended from time to time by Issuer by written notice mailed to Cardholder at Cardholder's last known address.

K. Except to the extent that Federal law is applicable, the validity, construction and enforcement of this agreement and all matter's arising out of the issuance and use of the Card shall be governed by the laws of the state in which the principal office of Issuer is located.

L. Additional charges, plus applicable taxes, may also be assessed if you pay us with a check not honored by your financial institution, request a copy of a document, request a replacement card or use your card for a transaction at an automated teller machine, if such charges are not prohibited by law or regulation. No finance charge will be assessed on such additional charges.

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M. Cardholder may be liable for the unauthorized use of the Card or Related Cards as provided in this paragraph. The Cardholder will not be liable for any unauthorized use that occurs after the Issuer is notified, orally or in writing at:

Credit Card Security Department	Telephone Number:
P O Box 30035	(727) 570-4881
Tampa, FL 33630	

If Cardholder has a consumer account or a business account for which less than 10 cards have been issued, Cardholder's liability for unauthorized use of a card will not exceed \$50.00. If 10 or more cards are issued to employees of a single business or other organization, there is no limit to Cardholder's liability for any unauthorized use that occurs before Cardholder notifies Issuer as provided herein; the business or organization may only impose liability on its employees for unauthorized use of a card as authorized by federal law and regulation.

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

O. Payments must be made to Issuer in U.S. dollars drawn on a U.S. Financial Institution. If Cardholder incurs charges in any other currency, the charges will be converted into U.S. dollars. The conversion may occur after the transaction date and the conversion rate may differ from the rate of exchange in effect at the time of the transaction. Cardholder agrees to pay the converted amount to Issuer in U.S. dollars, plus any charge for conversion or processing that may be imposed.

P. Issuer shall have sole discretion in how payments are applied to Cardholder's account. Issuer may accept checks marked "Payment in Full" or with words of similar effect without losing any of Issuer's rights to collect the full balance of Cardholder's account.

Q. Issuer can reinvestigate and reevaluate any information Cardholder provided on Cardholder's credit application at any time, and in the course of doing so, Issuer may ask Cardholder for additional information, request credit bureau reports and/or otherwise verify Cardholder's current credit standing.

R. Cardholder agrees that Issuer may re-release information to others, such as credit bureaus, regarding the status and history of Cardholder's account. However, Issuer is not obligated to release any such information to anyone unless Issuer is required by law to do so.

S. Cardholder agrees that Cardholder's account shall be subject to all applicable rules and regulations of VISA U.S.A. Inc, as applicable, as well as all applicable laws. If there is any conflict between the provisions of this Agreement and the rules and regulations of VISA U.S.A. Inc, the rules and regulations of VISA U.S.A. Inc shall control. Your VISA Card may not be used for any illegal transaction(s).