

# Texas Regional Bank - Credit Card Agreement

**1. Agreement.** These regulations govern the possession and use of credit cards ("card") issued by **Texas Regional Bank** ("Issuer"). Each person who applies for a credit card and in whose name the card is issued ("Holder") consents and agrees to these regulations and to the terms contained on the credit cards, sales drafts, credit adjustment memos and cash advance drafts, signed by or given to Holder or any authorized user of Holder's cards. When credit cards are issued upon the application of two or more persons, all such persons shall be jointly and severally liable as Holders. The provisions of these regulations, as amended from time to time, govern Holder's obligations, notwithstanding any additional or different terms contained in sales drafts, credit adjustment memos, cash advance drafts or other forms signed by or given to Holder or any user of Holder's cards to evidence a credit card transaction. Holder authorizes an investigation of Holder's credit standing prior to the issuance of a credit card to Holder and at any time thereafter and authorizes disclosure of information to third parties relating to Holder's credit standing. These regulations apply to all credit cards issued to Holder or to others on Holder's authorization and to any user of Holder's cards.

**2. Membership Fees.** As a condition of participation in the issuer's credit plan and the issuance of a card, Holder agrees that there is no annual membership fee for VISA consumer and business accounts except for the International Credit Card account. The annual fee entitles the Holder to a TRB VISA International card. Holder agrees to pay a fee for each additional card requested. Please see Rates and Fees Disclosure Table for fees charged.

**3. Use of Card.** Credit for purchases from a merchant or a cash advance from a participating financial institution may be obtained by Holder or an authorized user of Holder's card presenting one of Holder's cards to the merchant or participating financial institution and, if requested, by providing the proper identifying information and signing the appropriate drafts. Failure to sign a draft does not relieve the Holder of liability for purchases made or cash received. The use of this card for illegal transactions is prohibited. The card may also be used to obtain cash advances from certain automated equipment provided it is used with Holder's correct Personal Identification Number ("PIN") issued to Holder. Holder may make only three cash advance withdrawals totaling not more than \$1,600 each day from compatible ATM terminals. Terminals or terminal operators may have other limits on the amounts or frequency of cash withdrawals. Holder will not be liable for the unauthorized use of the card or PIN issued to Holder which occurs before issuer receives notification orally or in writing of loss, theft or possible unauthorized use of a card or PIN. Lost or stolen cards or PINS should be reported immediately to Issuer by notifying CUSTOMER SERVICE, P.O. Box 31535, Tampa, FL 33631-3535, and Telephone (866) 839-3485.

Holder may not use this card to make a payment on this or any other credit account with us.

Holder may not use or permit the card to be used to make any illegal transaction. Holder will only use the card for transactions that are legal where holder conducts them. For example, Internet gambling transactions may be illegal in your state. Display of a payment card logo by an online merchant does not mean that an Internet transaction is legal where holder conducts it. Issuer may charge holder's account for such transactions. Issuer will not be liable if holder engages in any illegal transactions. Issuer may deny authorization of any transaction identified as Internet gambling. Holder may not use the card to conduct transactions in a country or territory, or with any individual or entity that is subject to economic sanctions administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC). Use of the card in those countries will be blocked.

**4. Credit Line.** Holder will be informed of the amount of the approved Total Credit Line and Cash Credit Limit established for Holder upon delivery of the new card and on each monthly statement. Holder covenants not to make credit purchases or borrowings in excess of that amount. Holder is liable for all purchases and borrowings made with Holder's cards by Holder or by anyone authorized to use Holder's cards. The Total Credit Line is the amount of credit available for the account; however, only a portion of that is available for Bank Cash Advances. The Cash Credit Limit is the amount you have available for Bank Cash Advances. The amount of credit available in your Cash Credit Limit will never exceed the amount of credit available in the Total Credit Line. We may change Holder's credit lines from time to time. Issuer bases that decision on a variety of factors such as Holder's payment and transaction history with Issuer and information Issuer receives from third parties, including credit reporting agencies. The amounts shown on the monthly statement as available credit do not take into account purchases, balance transfers, cash advances, interest charges, fees, or any other transaction or credits which posts to Holder's account after the Closing Date of that monthly statement.

**5. Payment.** Holder will be furnished a monthly statement for each billing period of which there is an undisputed debit or credit balance of \$1.00 or more. Holder shall pay within 25 days after each statement Closing Date either (a) the full amount billed ("New Balance") or, at Holder's option, (b) a minimum payment of **\$35** or **3%** of the New Balance, whichever is greater. Payments may be mailed to Texas Regional Bank, PO Box 6818, Carol Stream, FL, 60197 - 6818. Payment may be made online at [ezcardinfo.com](http://ezcardinfo.com). Payments may be made in person at a Texas Regional Bank office. Payments received after 5:00 p.m. on any processing day or at any time on any non-processing day will be considered as payments made on the following processing day. All payments by Holder will be applied first to payment of Interest Charges in the order of their entry to the account, second to additional fees, if any, in the order of their entry to the account, third to previously billed cash advances, purchases and other similar charges in the order of their entry to the account, fourth to current cash advances, purchases and other similar charges in the order of their entry to the account, and then to balance transfers in the order of their entry to the account.

**6. Interest Charges.** Holder shall pay Interest Charges as shown on Holder's monthly statements, for each billing period in which there is a cash advance or the Previous Balance is not paid in full prior to the Closing Date of the billing statement. For cash advance fees, please see the Rates and Fees Disclosure Table. We figure the Interest Charges on your account by applying the monthly Periodic Rate to the entire "Balance Subject to Interest Rate." The additional charge for cash advances shall not apply to any cash advance obtained under a separate credit agreement with Holder and written in connection with these regulations. The "Balance Subject to Interest Rate" is the "average daily balance," of the account (including current transaction). To get the "average daily balance," we take the beginning balance of the account each day, add any new cash advances, credit purchases and other charges, and subtract any payments or credits, unpaid late charges, unpaid membership fees and unpaid Interest Charges. This gives us the daily balance. Then, we add up all of the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "AVERAGE DAILY BALANCE." Interest Charges for credit purchases begin on the date the purchase is posted to the account unless the Previous Balance shown on the statement is paid in full prior to the Closing Date of the statement. Credit purchases made during the statement period and the Previous Balance will be excluded from the calculation of the "average daily balance" if the Previous Balance shown on the front of the statement was paid in full prior to the Closing Date of the statement. The Interest Charges for cash advances begin on the date the advance is posted to the account. Holder may avoid additional Interest Charges on an account by paying in full the New Balance shown on the account's monthly statement within 25 days after the Closing Date for that statement.

**7. Variable Annual Percentage Rate.** The current monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE (APR)** for new accounts are disclosed on the accompanying Rate and Fee Disclosure. Except for any introductory APR, your APR will vary with the market when the Prime Rate changes. For each billing period, we use the Prime Rate published in the Money Rates column of the Wall Street Journal ("Index Rate") plus a margin. If the Wall Street Journal does not publish the Prime Rate or it is otherwise unavailable, we will select a similar reference rate that we believe, in our sole discretion, to be similar to the Prime Rate. Any new rate will be applied as of the first day of your billing cycle following the Prime Rate change ("Change Date") plus a margin ("Index Rate"). For more information on current margin(s), please refer to the Rates and Fees Disclosure Table. The monthly Periodic Rate is 1/12th of the **ANNUAL PERCENTAGE RATE**. Beginning on the date an adjustment in the rate is effective and until the next Change Date, the monthly Periodic Rate, then in effect, will be applied to the balance in the account to determine the Interest Charges. An adjustment in the monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** will apply both to the outstanding balances in the account and to new cash advances, (including any balance transfers from other credit card accounts), credit purchases, and other charges. An increase or decrease in the Index Rate will cause and increase or decrease in the monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** and may increase the amount and number of minimum payments.

**8. How We Will Calculate Your Variable APRs.** Issuer will calculate variable APRs by adding a margin to the Prime Rate published in the Money Rates column of the Wall Street Journal ("Index Rate"). If the Wall Street Journal does not publish the Prime Rate or it is otherwise unavailable we will select a similar reference rate that we believe, in our sole discretion, to be similar to the Prime Rate. Any new rate will be applied as of the first day of your billing cycle following the Prime Rate change ("Change Date"). The APR may increase or decrease each month if the Prime Rate changes. If the APR increases, you will pay a higher interest charge and may pay a higher minimum payment. The Prime Rate is simply a reference index and is not the lowest interest rate available.

**9. Additional Fees.** For a listing of fees charged in association with this card, please see the Rates and Fees Disclosure Table accompanying this Agreement. These charges will not be imposed if Holder's request is in connection with or delivery of the documents in response to an alleged billing error under Regulations E or Z issued by the Board of Governors of the Federal Reserve System. Fees imposed will be posted to Holder's account.

**10. Security Interest.** All credit advanced to Holder for credit purchases, balance transfers or cash advances constitutes loans made by Issuer to Holder in the state of **Texas**. All TRB Second Chance and International Credit Card accounts are secured by the Account referred to in the Security Agreement. You have affirmatively agreed to and granted to us a security interest in the Account in the Security Agreement. We can transfer funds from the Account to this secured account if you default on the debt arising from this account. Such instances of your default are described herein and in the Security Agreement, and may include, for example, your failing to make a payment.

**11. Foreign Transactions.** If a Holder's card is used to effect a transaction in a foreign currency, the transaction amount will be converted to U.S. dollars by VISA International. VISA converts currency to U.S. dollars using either the government mandated exchange rate or the wholesale exchange rate, in effect one day before the date of the conversion, as applicable. The exchange rate is increased by 1% if the conversion is made in connection with a charge to an account and decreased by 1% if the conversion is made in connection with a credit to an account. The date of conversion by VISA may differ from the purchase date and the posting date identified in the monthly statement for the account. Holder agrees to pay charges and accept credits for the converted transaction amounts in accordance with the terms of this paragraph.

**12. Recurring Preauthorized Transactions.** Recurring preauthorized transactions occur when Holder authorizes a merchant to automatically initiate a transaction using the account on a recurring basis. If Issuer issues a new credit card with a different number or expiration date to Holder, Issuer may (but are not obligated to) provide the new card number and expiration date to a merchant with whom Holder has set up a recurring preauthorized transaction in order to continue the recurring preauthorized transactions. There will be circumstances where Holder will have to contact the merchant.

**13. Persons Using Your Card.** If Holder permits any person to use their card, account number, or other credit device with the authorization to obtain credit on Holder's account, Holder will be liable for all transactions made by that person including transactions for which Holder may not have intended to be liable, even if the amount of those transactions causes a credit line to be exceeded. Authorized users of this account may have the same access to information about the account and its users as the account holders. Holder may send account materials (cards, statements and notices) to any liable party, and that person will be responsible for delivering those materials to the other liable parties and authorized users. Notice to any of you will be considered notice to all of you. Holder may allow authorized users on the account in the following ways: (1) by notifying Issuer that Holder wants someone added to their account as an authorized user; (2) by lending or otherwise intentionally making Holder's card, account number, or credit device accessible to another; or (3) by any other ways in which Holder would be legally considered to have allowed another to use the account or to be legally prevented from denying that Holder did so. Holder must think carefully before allowing anyone to become an authorized user. By doing so, Holder authorizes the person to use the account to the same extent Holder can, including but not limited to making any Purchases, Balance Transfers, Cash Advances, and allowing others to use the account. The account does not permit Holder to limit the nature or amount of authority Holder gives to any authorized user and Holder will not attempt to do so. An authorized user's authority will continue until both parties notify Issuer that the authority is being terminated and Holder physically retrieves the card or other credit device(s).

**14. Your Credit Card Account and Your Mobile Devices.** Smart phones, some tablets or other mobile devices (a "mobile device") can download, store, and/or access account information, for instance through a mobile wallet, that may enable Holder to use the mobile device to purchase goods or services, make a balance transfer, or make a cash advance. In certain instances, those transactions will replicate using Holder's card to make a transaction on the internet with a computer. In other instances, the phone or mobile device will act as if it were a credit card itself. Applications that enable Holder's mobile device will have unique terms governing those applications. Read them carefully. Transactions made through those applications are governed by this Agreement. When Holder's credit card account information is accessible by your mobile device, it is important that Holder treat their mobile device with the same care Holder would with the credit card. For example, Holder should secure their mobile device against unauthorized access. Keep in mind, if Holder gives someone their phone, or other mobile device, that can be the same as giving that person your credit card.

**15. Disputes.** Issuer is not responsible for refusal by any merchant, financial institution or automated equipment to honor or accept a card. Except as provided in the Federal Truth-in-Lending laws (as indicated in the Summary of Billing Rights below), Issuer has no responsibility for merchandise or services obtained by Holder with a card and any dispute concerning merchandise or services will be settled between Holder and the merchant concerned.

**16. We May Suspend or Close Your Account.** Issuer may suspend or close Holder's account or otherwise terminate Holder's right to use their account. Issuer may do this at any time and for any reason. Holder may close the account at any time by notifying Issuer in writing or by telephone. Holder's obligations under this Agreement continue even after the account is closed. Holder must destroy all cards or other credit devices on the account when the account is closed. When Holder's account is closed, Holder must contact anyone authorized to charge transactions to their account, such as internet service providers, health clubs or insurance companies. These transactions may continue to be charged to Holder's account until Holder changes the billing information at merchant or service provider. Also, if Issuer believes that Holder has authorized a transaction or is attempting to use their account after Holder requested to close the account, Issuer may allow the transaction to be charged to their account.

**17. Default.** Holder covenants to observe and comply with these regulations and covenants not to permit an event of default to occur. Upon the occurrence of any one or more of the following events of default: (a) Holder fails to pay at least the Minimum Payment when due on two occasions within any 12-month period; or (b) Holder dies, ceases to exist, changes residency to another state, becomes insolvent or the subject of bankruptcy or insolvency proceedings or fails to observe any covenant or duty contained in these regulations, if such event or breach materially impairs Holder's ability to pay amounts due; the full amount of Holder's account for which the default occurred (including unpaid Interest Charges) shall, at Issuer's option become immediately due and payable if Holder does not cure the default within 15 calendar days after notice is mailed to the address of Holder, or given as otherwise provided by law. Issuer has this right, without notice and opportunity to cure; if the default is the Holder's third default within 12 months and the Holder is notified of the prior two defaults and the Holder cured those defaults.

**18. Termination.** Holder's consent to these regulations may be terminated at any time by surrendering the cards issued to Holder or at Holder's written request, but such termination shall not affect Holder's obligations as to any balances or charges outstanding at the time of termination. Termination by any Holder shall be binding on each person in whose name the card is issued. If Holder's spouse terminates this credit plan, the full amount of Holder's account (including unpaid Interest Charges) may be declared immediately due and payable. Issuer may terminate Holder's privilege to use the cards if Holder moves out of the service area of Issuer, as defined by Issuer from time to time. Unless sooner terminated, the privilege to use the cards shall expire on the date shown on the cards. At any time, without liability to Holder and without affecting Holder's liability for credit previously extended, Holder's privilege to use the cards may be revoked or limited to the extent not prohibited by law. The cards are and shall remain the property of Issuer and Holder agrees to surrender them to Issuer upon demand.

**19. Amendments.** Issuer may amend these regulations from time to time by sending Holder advance written notice not less than 90 days prior to the effective date for any change that is either adverse to Holder's outstanding balance or increases certain fees, as required by applicable regulations from time to time, or not less than 15 days prior to the effective date for other changes, or as may otherwise be required or permitted by law. To the extent that Issuer indicates in the notice and that the law permits, amendments will apply to Holder's existing account balance as well as to future transactions. Notices are deemed given when mailed by Issuer to any Holder to the current address for mailing monthly statements.

**20. Governing Law.** This agreement is made in Texas and the Issuer extends credit to Holder from the state of Texas. Holder agrees to be governed by the laws of the state of Texas and by any applicable federal laws with respect to all aspects of the transactions arising under these regulations. Invalidity of any provision of these laws shall not affect the validity of any other provisions unless specifically determined to be invalid by the governing laws.