

Visa Evolve Commercial

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:

Customer Service
PO BOX 30495
Tampa, FL 33630-3495

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:
 - o Within 60 days after the error appeared on your statement.
 - o 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:
 - o 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.
 - o 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:

Customer Service
PO BOX 30495
Tampa, FL 33630-3495

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.

DISCLOSURES REQUIRED BY FEDERAL LAW

1. INTEREST CHARGES:

A) Calculation Methods:

- a. Cash Advance Plans - Average Daily Balance (including current transactions, see the calculation method description below).
- b. Purchase Plans - Average Daily Balance (including current transactions, see the calculation method description below.)

B) Periodic Rates used to compute INTEREST CHARGES:

- a. Cash Advance: 1.50% per month – Corresponding ANNUAL PERCENTAGE RATE – **18.00%**.

Purchases: We will not charge you interest on purchases and convenience checks if you pay your entire balance by the due date each month. If a balance is carried into the next statement cycle, you will be charged at a rate of .8325% per month – Corresponding ANNUAL PERCENTAGE RATE – **9.99%**.

- b. For Cash Advances obtained over the counter equal to or greater than \$2.00, an INTEREST CHARGE equal to the greater of \$5.00 or 3% of the cash advance will be imposed. For cash advances obtained at an Automatic Teller Machine (ATM) equal to or greater than \$2.00 an INTEREST CHARGE equal to the greater of \$5.00 or 3% of the cash advance will be imposed. 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. MINIMUM INTEREST CHARGE: If you are charged interest, the charge will be no less than \$2.00.

3. OVER THE LIMIT CHARGES: No Over the Limit Charges apply to your account.

4. MINIMUM PAYMENT: The minimum payment required is the New Balance shown on your statement.

5. LATE FEES: If the minimum required payment is not received within 10 days after the Closing Date subsequent to the payment Due Date, a late charge of \$35.00 may be imposed.

6. RETURNED PAYMENT FEES: If a payment you make on your account is returned for any reason, a returned payment fee of \$35.00 may be imposed.

7. The only INTEREST CHARGES assessed on your account other than those assessed by a periodic rate, will be transaction INTEREST CHARGES in connection with Cash Advances, or International Transaction Fees (i.e. cross-border and/or currency conversion fees) of up to 1% which may qualify as an INTEREST CHARGE (see item N. below), if part of your plan. Transaction INTEREST 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 INTEREST CHARGE imposed for Cash Advances.

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

9. If the Cardholder is eligible and elects to participate in the group credit life, disability and loss of income insurance program by signing the appropriate enrollment forms, insurance charges will be posted to the Cardholder's account each statement period at the rate disclosed in the separate disclosures enclosed based upon the New Balance on the account (including accrued Interest Charges) for each statement period. CREDIT LIFE, DISABILITY AND LOSS OF INCOME INSURANCE IS VOLUNTARY AND IS NOT REQUIRED AS A CONDITION TO CARDHOLDER'S PARTICIPATION IN THIS CREDIT PLAN.

10. If you have other loans or credit extensions from First International Bank & Trust (FIBT), or take out other loans or credit extensions with FIBT 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 FIBT

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 accounts) or other funds held by FIBT to secure your obligations under this credit card plan, such accounts and/or funds are additional security for your obligations to FIBT arising from the use of your Card.

PERIODIC INTEREST CHARGE CALCULATION METHODS

The period Interest Charge Calculation Method applicable to your account for Cash Advances and Purchases of goods and services that you obtain through the use of your Card is specified in Number 1 above and explained below:

Cash Advance Plans: Average Daily Balance (including current transactions). The Interest Charge on cash advances begins from the date you obtained the cash advance, or the first day of the billing cycle in which it is posted to your account, whichever is later. There is no grace period provided for current cycle transactions. The Interest Charges for a billing cycle are computed by dividing the Annual Percentage Rate (APR) by 12 and applying that Periodic Rate to the "average daily balance" of cash advances. To get the average daily balance, we take the beginning cash balance of your account each day, add any new cash advances, and subtract any payments, credits, non-accruing fees, and unpaid Interest Charges. This gives us the daily balance of cash advances. 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. This gives us the average daily balance of cash advances.

Purchase Plans: Average Daily Balance (including current transactions). To avoid incurring an additional Interest Charge on the balance of purchases reflected on your monthly statement and, on any new purchases appearing on your next monthly statement, you must pay the New Balance shown on your monthly statement on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date. The Interest Charges for a billing cycle are computed by dividing the Annual Percentage Rate (APR) by 12 and applying that Periodic Rate to the average daily balance" of purchases. To get the average daily balance, we take the beginning purchase balance of your account each day, add any new purchases, and subtract any payments, credits, non-accruing fees, and unpaid Interest Charges. This gives us the daily balance of purchases. 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. This gives us the average daily balance of purchases.

AUTHORIZATION

When you ("you" or "your" means the owner, officer, or partner of the company with the authority to bind the company to the terms & conditions of this offer and the Visa Evolve Business Agreement, and who is agreeing to the terms on their own behalf and that of the company) respond to this credit card offer from First International Bank & Trust, Member FDIC you agree to the following:

ACCOUNT AGREEMENT

The person, business, or entity whose name is embossed on the face of the card enclosed herewith, the ("Cardholder and "Card" respectively), and each Cardholder, in the event more than one Card is bearing the same account number enclosed herewith, by signing or using said Card, agrees with First International Bank & Trust (the "Issuer" of the Card) as follows:

- A. Goods and services ("Purchases") may be purchased or leased by means of such card by Cardholder from any retail Business establishment ("Seller") who honors the same upon the execution of a sales slip evidencing such Purchases and bearing the account number of Cardholder embossed on the face of such Card. Additionally, Cash Advances ("Loans") may be obtained through use of such Card 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.
- B. Cardholder shall be liable and agrees to pay Issuer for 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 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 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 an employee, contractor of Cardholder, agent or member of Cardholder's family, or otherwise issued upon Cardholder's request (all such Cards bearing the account number hereinafter collectively called "Related Cards").
- C. Each Card is the property of Issuer, is not transferable 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.
- D. Cardholder shall not use the Card or permit the use of Related Cards to obtain Purchases or Loans, which will increase cardholder's indebtedness to Issuer to an amount in excess of the limit established by Issuer.
- E. All Purchases and Loans are affected 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.
- F. Issuer will send to Cardholder, at monthly intervals determined by Issuer, a statement reflecting for the prior monthly period all Card and Related Card transactions. Such statement shall be deemed correct and accepted by Cardholder and all holders of Related Cards 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 5.
- G. Interest on Loans and Purchases will be charged in accordance with the interest 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.
- H. 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 Cardholder of 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 Cardholder's indebtedness or in enforcing this agreement, including reasonable attorney's fees and also those costs, expenses and attorney's fees incurred in appellate, bankruptcy and post-judgment proceedings, except to the extent such costs, fees or expenses are prohibited by law.
- I. This agreement may be amended from time to time by Issuer, by written notice mailed to Cardholder at Cardholders last known address.
- J. Except to the extent that Federal law is applicable, 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 in which the principal office of Issuer is located.
- K. 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, or use your Card for a transaction at an automated teller machine if such charges are not prohibited by law or regulation. No Interest Charge will be assessed on such additional charges.
- L. If it is believed that the Card has been lost or stolen or used in an unauthorized manner, the Cardholder shall contact Issuer AT ONCE, in order to minimize possible losses. In most cases, the Cardholder will not be liable for any unauthorized transactions unless it is determined that the Cardholder was grossly negligent or fraudulent in the handling of the Card. Notification can be made orally or in writing at:

Customer Service
PO BOX 30495
Tampa, FL 33630-3495
(800)-359-8092

- M. Cardholder agrees that Issuer, its agents or service companies may monitor and/or record any telephone communications with Cardholder.
- N. Payments must be made to the 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 exchange rate for transactions in a foreign currency will be 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 the government mandated rate in effect for the applicable central processing date. All transactions in foreign countries will be subject to a 1% conversion or processing fee.
- O. 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.
- P. 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.
- Q. 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.
- R. Cardholder agrees that Cardholder's account shall be subject to all applicable rules and regulations of Visa, 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, the rules and regulations of Visa shall control. Your Card may not be used for any illegal transaction(s).