

- 1. Agreement.** These regulations govern the possession and use of credit cards ("card") issued by **The Bank of Tampa** ("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. Holder agrees that Issuer, its agents or service companies may monitor and/or record any telephone communication with Holder.
- 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.
- 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 unlimited cash advance withdrawals totaling not more than \$1,000 each day from compatible ATM terminals. Terminals or terminal operators may have other limits on the amounts or frequency of cash withdrawals. There may be a fee charged by the ATM owner associated with each transaction. 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 6818, Carol Stream, IL 60197-6818, or via telephone at (866) 839-3485.
- 4. Use of The Bank of Tampa Card Checks.** If issued by issuer, credit obtained by use of statement checks shall be treated as a cash advance.
- 5. Credit Line.** Holder will from time to time be informed of the amount of the approved credit line established for Holder, and 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.
- 6. Payment.** Holder will be furnished a monthly statement for each billing period at the end 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 **\$10 or 3%** of the New Balance (rounded up to the nearest whole dollar), whichever is greater. If applicable, the total minimum payment due will include any amount in excess of your credit limit and any amount past due. **Payments Options:** You may pay by mail by sending your payment to **The Bank of Tampa**, P.O. Box 6818 Carol Stream, IL 60197-6818, online at www.mycardstatement.com, or in person at a **The Bank of Tampa** 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 and posted to your account that evening.** You may also contact us by telephone at 813-872-1282 to request expedited payment processing, in which your payment, debited from your designated deposit account at The Bank of Tampa, is immediately credited to your account. You will be charged a \$25.00 Convenience Fee for each expedited payment processing request. 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 and credit insurance charges, 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, and then to current cash advances, purchases and other similar charges in the order of their entry to the account. If Issuer does not receive at least the minimum payment within 10 days following the due date, Holder will be assessed a late charge of up to \$35.00 (not to exceed the amount of the minimum payment missed). If Holder makes a payment in excess of the required minimum periodic payment, Issuer will allocate the excess amount first to the balance with the highest annual percentage rate and any remaining portion to the other balances in descending order based on the applicable annual percentage rate. Payments must be made in U.S. dollars. 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 on Holder's account.
- 7. 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.

- 8. Variable Annual Percentage Rate.** For variable rate plans, the current monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** for new accounts are disclosed on the accompanying card mailer. Your APR may increase or decrease. **ANNUAL PERCENTAGE RATES** are determined and adjusted monthly on the first business day of each month by adding a margin to the highest U.S. Prime Rate published in the Money Rates section of The Wall Street Journal (WSJ Prime Rate) on the first business day of the prior calendar month. Any new rate will be applied retroactively to the first day of your billing cycle. For more information on current margin(s), please refer to the Rates and Fees Disclosure in the accompanying card mailer. 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 (see Section 7. above for details on 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. If the Index Rate ceases to be made available, Issuer may substitute a substantially similar index and margin.
- 9. Fixed Annual Percentage Rate.** For fixed rate plans, your **Annual Percentage Rate** disclosed on the accompanying card mailer will not change while the plan is open. The monthly Periodic Rate is 1/12th of the **ANNUAL PERCENTAGE RATE** and will be applied to the balance in the account to determine the Interest Charges (see Section 7. above for details on Interest Charges).
- 10. 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 Consumer Financial Protection Bureau. Fees imposed will be posted to Holder's account.
- 11. Security Interest.** All credit advanced to Holder for credit purchases or cash advances constitutes loans made by Issuer to Holder in the state of Florida. If Holder has other loans or credit extensions with Issuer, or obtains 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. 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 Holder's household goods or a mortgage on the Holder's dwelling.
- 12. Foreign Transactions.** Purchases and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transactions currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives of the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. A fee of 1% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash advances, and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the U.S., Puerto Rico or the U.S. Virgin Islands.
- 13. 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.
- 14. Default.** Holder covenants to observe and comply with these regulations and covenants not to permit an event of default to occur. Subject to applicable law, and any right that Holder may have under that law, Issuer may require immediate payment of Holder's entire account balance, and Holder will be in default if (1) Holder does not make at least the minimum monthly payment on or before the payment due date; (2) Holder or Authorized User exceeds or tries to exceed the credit limit without Issuer's permission; (3) A payment that Holder makes is rejected or cannot be processed; (4) Issuer reasonably believes that Holder's ability to pay Issuer is materially impaired (for example, if Holder becomes subject to bankruptcy or insolvency proceedings or if an attachment or garnishment proceedings are instituted against Holder or Holder's property); (5) Holder provides Issuer with false, misleading or fraudulent information or a false signature; (6) A Holder dies or is legally declared incompetent or incapacitated; (7) Holder fails to comply with any provision of the Agreement; (8) Holder or an Authorized User makes illegal use of any financial service under the account; or (9) Holder or an authorized user continues to use an account or card that has been closed. Holder agrees to pay all costs incurred by Issuer in collecting Holder'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 that such costs, fees, or expenses are prohibited bylaw.
- 15. 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 the Issuer and Holder agrees to surrender them to Issuer upon demand.

16. 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 the **Florida Consumer Act** 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. Invalidity of any provision of these regulations shall not affect the validity of any other provisions unless otherwise provided by the **Florida Consumer Act**.

17. Governing Law. Holder agrees to be governed by the **Florida** law with respect to all aspects of the transactions arising under these regulations. All statutory references are to the statutes as they may be renumbered or amended from time to time.

18. Cash Back Rebate Program – Commercial Credit Cards Only

The Bank of Tampa offers a Cash Back Rebate Program (Program) for its commercial credit card clients. Each client will earn a 0.75% cash back rebate once purchases exceed \$20,000.00 during the rebate cycle (September 1 - August 31). The \$20,000.00 threshold is the combined purchases per client relationship (Company ID).

The program applies to net purchases. A net purchase is the amount of purchases less any credits, returns, and/or adjustments. Certain transactions do not qualify for a cash back rebate; for example, cash advances, fees/charges, interest charges or unauthorized charges to your account. Upon meeting the purchase threshold, the rebate is applied to all (net) purchases during the rebate cycle.

The rebate will be posted to the cardholder account via a statement credit or check following the close of the rebate cycle (as applicable).

If the relationship is closed (i.e., all cards are closed or canceled) during the rebate cycle, any accrued but not yet credited rebate will be forfeited. Program is subject to change.

YOUR BILLING RIGHTS

Keep this document for future use. **This notice tells you about your rights and 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 the address shown on your monthly billing statement. In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar Amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

❖ You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.
- You must notify us of any potential errors in writing (or electronically). 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 after 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 in 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 (or electronically) at the address shown on your monthly billing statement.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.