

**Southeastern Bank**  
**VISA/MasterCard CREDIT CARD AGREEMENT**

In the Agreement the words you and your mean each and every authorized user of your Southeastern Bank (the Bank) VISA/MasterCard Card Account. Card means the VISA/MasterCard credit card and any duplicates and renewals or substitutions the Bank issues to you. Account means your VISA/MasterCard credit card line of credit account with the Bank. Bank means the Bank whose name appears in this Agreement.

1. **Using the Account.** If you are approved for a VISA/MasterCard account, the Bank will establish a line of credit for you and notify you of its amount when the card is sent to you. You agree not to let your account balance exceed your approved credit limit. Each payment you make on the account will restore your credit limit by the amount of the payment which is applied to the principal amount of purchases and cash advances. You may request an increase in your credit limit only by written application which is approved by the Bank. The Bank has the right to reduce or terminate your credit limit at any time.
2. **Using the Card.** You may use the card(s) issued to you to make purchases in person, and by mail or telephone from merchants and others who accept VISA/MasterCard cards. In addition, you may obtain cash advances from the Bank, from other financial institutions participating in the VISA/MasterCard program and from automated teller machines (ATMs), such as VISA/MasterCard ATM Network, that provide access to the VISA/MasterCard system. (Not all ATMs provide such access.) You will need to use your Personal Identification Number (PIN) to obtain a cash advance from an ATM.
3. **Responsibility.** You agree to pay all charges (purchases and cash advances) to your account made by you or anyone whom you authorize to use your account. Your obligation to pay the amount owed on your account continues until paid in full even though an agreement, divorce decree or other court judgment to which the Bank is not a party may direct someone else to pay the account balance. Each person who signed the VISA/MasterCard Card Application is individually responsible for all amounts owed on the account and all are jointly responsible for all amounts owed. This means the Bank can enforce this Agreement against any of you individually or all of you together.
4. **Finance Charges.** In order to avoid a finance charge on purchases made since your last statement date, you must pay the TOTAL NEW BALANCE shown on your statement within 25 days of the statement closing date. Otherwise the finance charge on purchases is calculated from the beginning of the next statement period, on previously billed but unpaid purchases and new advances, are always subject to finance charge from the date they are posted to your account. The finance charge (interest) on purchases and cash advances is calculated at the following applicable monthly **ANNUAL PERCENTAGE RATE(APR)**:

**Prime + 7.95% \*\*VISA or MasterCard**  
**Prime + 5.95% \*\* VISA Gold or Gold MasterCard**

\*\*Your APR may vary. The rates will be calculated by adding percentage points to the current Prime Rate reported in the Wall Street Journal on the 15<sup>th</sup> day of the month that immediately precedes the month in which any statement period begins. As of the date printed on the bottom of this agreement the corresponding rates were:

**11.20% VISA or MasterCard**  
**9.20% VISA Gold or**  
**Gold MasterCard**

Separate finance charges for purchases and cash advances are determined by multiplying the periodic rate by the average daily balances for purchases and cash advances. Each average daily balance is determined by taking the beginning balance (of cash advances or purchases) in your account each day, adding any new purchases or cash advances

(whichever is applicable) and subtracting any payments or credits. The results are the daily balances. All the daily balances for the statement cycle are added and the total is divided by the number of days in the statement cycle to arrive at the average daily balance for the cycle.

5. **Other Charges.** The following other charges will be added to your account, as applicable: a NSF check charge of \$25.00 and a statement copy charge of \$2.00. Also, there will be a late fee of \$15.00 or 5%, whichever is greater, of any payment that is more than 10 days late.
6. **Monthly Payment.** Each month you must pay at least the minimum payment shown on your statement upon receipt of your statement. You may, pay more frequently, pay more than the minimum payment, or pay the Total New Balance in full. If you make extra payments or larger payments, you are still required to make at least the minimum payment each month your account has a balance. The minimum payment is 2% of your Total New Balance but no less than \$20.00, plus the amount of any prior minimum payments that you have not paid. In addition, if at any time your Total New Balance exceeds your credit limit, you must immediately pay the excess upon demand.
7. **Security Interest.** By signing an application, acceptance or authorized use of any credit cards You grant and pledge a consensual Security interest to the Bank on all deposit accounts to secure payment of your obligations on this account and you agree that the Bank can apply the funds in any deposit account at the time of any default on this account without further notice. "Deposit accounts" for the purpose of your pledge to secure your obligations to the Bank means all deposits in checking, savings, certificate of deposit, P.O.D., revocable trust or custodial account(s), whether jointly or individually held -- regardless of contributions, that you have on deposit now or in the future. Your pledge does not include any I.R.A., Keogh, tax escrow, irrevocable trust or fiduciary account in which you do not have a vested ownership interest.
8. **Default.** You will be in default if you fail to make any minimum payment or other required payment by the date that it is due. You will be in default if you break any promise you make under the Agreement. You will be in default if you die, file for bankruptcy or become insolvent, that is, unable to pay your obligations when they become due. You will be in default if you make any false or misleading statements in any credit application or credit update. You will also be in default if something happens which the Bank believes may substantially reduce your ability to repay what you owe. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.  
When you are in default, the Bank has the right to demand immediate payment of your full account balance without notice. If immediate payment is demanded, you will continue to pay finance charge, at the periodic rate charged before default, until what you owe has been paid, and any deposits that were given as security will be applied towards what you owe. To the extent permitted by law, you will also be required to pay the Bank's collection expenses, including court costs and reasonable attorneys' fees.
9. **Liability for Unauthorized Use.** You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify the Bank orally or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50.
10. **Lost Card Notification.** If you believe your credit card has been lost or stolen, immediately inform the Bank by calling: 1 (800) 423-7503.
11. **Changing or Terminating Your Account.** The Bank may change the terms of this Agreement from time to time after giving you any advance notice required by law. Your use of the card after receiving notice of a change will indicate your agreement to the change. To the extent the law permits, and indicated in the notice to you, the change will apply to your existing account balance as well as to future transactions. Either the Bank or you may terminate this Agreement at

any time, but termination by you or the Bank will not affect your obligation to pay the account balance plus any finance charges and other charges you owe under this Agreement. The cards you receive remain the property of the Bank and you must recover and surrender to the Bank all cards upon request or upon termination of this Agreement whether by you or the Bank.

- 12. Credit Information.** You authorize the Bank to investigate your credit standing when opening or reviewing your account. You authorize the Bank to disclose information regarding your account to credit bureaus and creditors who inquire about your credit standing.
- 13. Protection for Younger Borrowers.** Southeastern Bank does not issue credit cards to individuals under the age of 21, unless the application contains the signature of a parent, legal guardian, spouse or other individual who will take responsibility for the debt, or the individual under the age of 21 must provide documentation exhibiting proof of the ability to repay the credit card in addition to all other debts the individual may be responsible for.
- 14. Loan/Deposit Requirement.** Southeastern Bank reserves the right to cancel your card(s) in the event you no longer have a loan or deposit account in good standing.
- 15. Returns and Adjustments.** Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending a credit slip which will be posted to your account. If your credits and payments exceed what you owe the Bank, the amount will be applied against future purchases and cash advances. If the amount is \$1 or more, it will be refunded upon your written request or automatically after six months.
- 16. Foreign Transactions.** Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion rate to dollars will be made in accordance with the operating regulations for international transactions established by VISA International, Inc./MasterCard, Inc.
- 17. Merchant Disputes.** The Bank is not responsible for the refusal of any merchant or financial institution to honor the card. The Bank is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the card if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider, and (a) your purchase was made in response to an advertisement the Bank sent or participated in sending to you, or (b) your purchase cost more than \$50 and was made in your state or within 100 miles of your home.
- 18. Effect of Agreement.** This Agreement is the contract which applies to all transactions on your account even though the sales, cash advances, credit or other slips you sign or receive may contain different terms.
- 19. No Waiver.** The Bank can delay enforcing any of its right any number of times without losing them.
- 20. Statements and Notices.** Statements and notices will be mailed to you at the most recent address you have given the Bank. Notices sent to any one of you will be considered notice to all.
- 21. Copy Received.** Upon first use of your VISA/MasterCard card you acknowledge that you have received a copy of, and agree to be bound to, the terms of this Agreement.

## **YOUR BILLING RIGHTS**

Keep This Notice For Future Use

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Bill If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or deposit account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

### **Your Rights and Our Responsibilities After We Receive Your Written Notice.**

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply an unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

**Special Rule for Credit Card Purchases.** If you have a problem with the quality of property or services that you purchased with a 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 property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.00.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.