

## CREDIT CARD AGREEMENT & DISCLOSURE STATEMENT

This Agreement applies to the VISA Credit Card Account established for you by Peoples Bank of Alabama. Any Card issued to you by us remains our property and must be returned to us or to anyone we designate, upon request. Retaining, signing or using, or permitting others to use, the Card or Account is the same as signing this Agreement, and means you agree to be bound by the terms of this Agreement.

**Definitions.** In addition to other terms that may be defined in this Agreement, the following terms when used in this Agreement have the following definitions:

- "Account" means the open-end revolving credit account established pursuant to your Application and this Agreement to which charges are posted based on use of a Card, information from a Card or any other means by which the Account may be accessed in the future.
- "Agreement" means this Credit Card Agreement and Disclosure Statement, which includes the Account Opening Disclosures and other information provided on the Card Mailer, as well as the Application.
- "APR" means the Annual Percentage Rate corresponding to the periodic rate described in the "Interest Charges" section below.
- "Application" means the application for credit you signed or otherwise submitted to request us to extend credit to you under the Account.
- "Authorized User" means any person you permit to use the Account or who has apparent authority to use the Account.
- "Card" means each VISA and/or MasterCard credit card issued to you or, at your request, to an Authorized User by us for use with the Account.
- "Card Mailer" means the folder sent with each Card.
- "Cash Advance Limit" means that portion of your Credit Limit that is available to be used for Cash Advances.
- "Credit Limit" means the total dollar amount of credit available to you under the terms of this Agreement.
- "We", "us" and "our" refer to Peoples Bank of Alabama at 1912 Cherokee Ave SW Cullman, AL 35055.
- "You" and "your" refer to each person who applied for the Account or who agreed to be responsible for the Account.

**Using Your Account.** You may use your Account as follows: (1) "Purchases": you may purchase or lease goods and services from any merchant who honors the Card; (2) "Cash Advances": you may obtain cash or cash equivalents (a) from us or from any financial institution that honors the Card, (b) from an automatic teller machine that accepts the Card, (c) by purchasing items that may be traded right away for cash, including, but not limited to, money orders, travelers checks, lottery tickets, casino chips, vouchers redeemable for cash, or racetrack wagers, and (d) by making tax or other payments; and (3) "Balance Transfers": you may request us to transfer to your Account a balance that you owe to another creditor and, if we approve your request, we will pay the other creditor directly. We are not responsible for any person or entity refusing to accept the Card for Purchases or Cash Advances. We may limit the number or dollar amount of Purchases, Cash Advances and/or Balance Transfers that may be made or obtained with a Card or the Account. Neither we nor our agents will be responsible or have any liability for refusing to authorize any transaction, even if you have credit available.

**Illegal and Online Gambling Transactions:** You agree not to use your Account for any transaction that is illegal where you live or where the transaction takes place. You must find out if a transaction is legal before you make it. You also agree not to use your Account for any Internet or online gambling transaction, even if it is legal. We may refuse to authorize any illegal, Internet or online gambling transaction. If we do authorize the transaction, you agree to pay us for it unless an applicable law says you may not.

**Promise to Pay.** You promise to pay us for all Purchases, Cash Advances and Balance Transfers on your Account, whether made by you or anyone whom you allow to use your Account. You also agree to pay any and all Interest Charges, fees and all other amounts owed under this Agreement. If you have a joint Account, each of you is individually responsible for all amounts owed under this Agreement. Any one of you may give us any notice under this Agreement. If you give us different notices or make different requests, we may choose which one to honor. We will not be liable to you or anyone else because we choose to honor a notice or request from any one of you.

**Refunds and Adjustments.** You agree that, for any refund, adjustment, or credit allowed by any seller or other person or entity, you will not accept cash, but only credit to the Account, which will appear on your monthly billing statement.

**Monthly Billing Statements** We will send you a billing statement at the end of each monthly billing cycle if the Account then has a credit or debit balance of more than \$1, a finance charge has been imposed, or we are required to do so by applicable law. You must review each billing statement as soon as you get it, and tell us immediately about any errors or questions you have as provided in "Your Billing Rights" Notice that appears at the end of this Agreement. If you do not notify us as provided in that Notice, we may assume that all information in the billing statement is correct. Among other

information, each statement will show all Purchases, Cash Advances, Balance Transfers, Interest Charges, fees and any other debits or credits to the Account during that billing cycle, along with the unpaid balance at the end of that billing cycle (the "New Balance"), the minimum amount of your next payment (the "Minimum Payment Due"), and when your next payment is due (the "Payment Due Date").

**Minimum Payment Due.** If the New Balance shown on the statement for any billing cycle is less than \$30, the Minimum Payment Due for that cycle will equal the New Balance. If the New Balance for any billing cycle equals or exceeds \$30, the Minimum Payment Due for that cycle will be: (1) the greatest of: (A) three percent (3%) of the New Balance, or (B) \$30; plus (2) any unpaid Minimum Payments Due from earlier billing cycles and any amount of your New Balance that exceeds your Credit Limit or Cash Advance Limit. Payments must be made in U.S. dollars drawn on a U.S. Bank. You may pay more than the Minimum Payment Due at any time. You will not owe us any additional charge for early payment. If you pay more than the Minimum Payment Due in one billing cycle, you still have to pay the full Minimum Payment Due in the next cycles. You cannot increase your available credit by paying more than the unpaid balance on the Account.

**Payments on the Account.** Each payment required under this Agreement must be made on or before the Payment Due Date shown on the monthly billing statement. You must pay us in U.S. dollars, by mailing your personal check or money order, along with the payment stub from billing statement, to the address shown on that statement. Do not send cash. If you do not follow these instructions, we might not credit the payment for up to five (5) business days after we get it. All payments on the Account received by 5:00 p.m. during our normal business day at the address shown on your billing statement are considered to have been made on the date received at that address. To the fullest allowed by law, we may accept payments marked "payment in full" (or words of similar intent) without losing any of our rights to collect the full balance due under the Account and this Agreement. We will apply your payments to the unpaid balance of the Account in the order and manner we decide, unless restricted by an applicable law.

**Disputed Payments.** If you dispute any amount we say you owe under this Agreement, you must write to us at Peoples Bank of Alabama, Credit Card Services, P.O Box 84032, Columbus, Georgia 31908-4032. If you pay us with a check marked with "payment in full" or similar words, you must send it to this address. Subject to any restrictions of applicable law: (1) the words "payment in full" or similar words will have no effect; and (2) we can take disputed payments without giving up any of our rights.

**Payment Holidays.** At our option we may permit you from time to time to skip making the Minimum Payment Due for a specified billing cycle (referred to as a "Payment Holiday"). Even if you accept such a payment holiday, we will continue to assess Interest Charges on the unpaid balances of the Account. Any payment holiday we permit will not affect the terms of this Agreement.

**Credit Limit; Cash Advance Limit** You agree not to use or permit others to use the Card or Account if such use would cause either (i) the balance of the Account to exceed the Credit Limit we set from time to time or (ii) the balance of the outstanding Cash Advances to exceed the Cash Advance Limit. The initial Credit Limit and Cash Advance Limit for the Account are shown on the Card Mailer and will also be disclosed on each monthly billing statement for the Account. We may, at our option, extend credit under the Account which exceeds the Credit Limit or the Cash Advance Limit. If we do, you agree to immediately pay the excess which we advanced to you over either of the applicable limits. We are not obligated to allow any Purchase, Cash Advance or Balance Transfer which would cause your Account balance or Cash Advance Balance to exceed your Credit Limit or Cash Advance Limit, as applicable, and if we do, we are not obligated to do so at a later time. We may increase or decrease your Credit Limit and/or Cash Advance Limit at any time, subject to any restrictions of applicable law. We may terminate your ability to obtain additional credit under this Agreement if you exceed the Credit Limit or the Cash Advance Limit.

**Interest Charges.** Each billing cycle, we will charge interest to you on the average daily balance for each type of transaction on your Account ("Interest Charges"). By type of transaction, we mean Purchases, Cash Advances, Balance Transfers and any transactions subject to a special offer APR. To compute the Interest Charges owed on your Account for each billing cycle, we first calculate the average daily balance for each type of transaction. Next, we multiply the average daily balance for that type of transaction by the applicable interest rate. After computing the Interest Charge for each type of transaction, we add together these Interest Charges to determine the total Interest Charges on your Account for the billing cycle. If you are charged interest for any billing cycle, the Interest Charge will be no less than \$1.

**Average Daily Balances Used to Compute Interest.** To get the average daily balance for each type of transaction on your Account: (1) we calculate a daily balance for each day in the current billing cycle; (2) we add all the daily balances together; and (3) we divide the sum of the daily balances by the number of days in the current billing cycle. To calculate the daily balance for each type of transaction for each day in the current billing cycle, we take the beginning balance for that type of transaction on that day, add any new transactions and applicable fees or other charges, and subtract any applicable payments and credits. The following fees and charges will be added to the daily balance for Purchases on the date each is posted to the Account: Foreign Transaction Fee, Late Fee, Returned Payment Fee, Returned Convenience

Check Fee, Convenience Check Stop Payment Fee, Expedited Delivery Fee, and any amounts permitted under the "Attorneys Fees and Other Collection Costs" below. Any Cash Advance Fee will be added to the daily balance for Cash Advances on the date it is posted to the Account. Any Balance Transfer Fee will be added to the daily balance for Balance Transfers on the date it is posted to the Account. If any daily balance is less than zero we treat it as zero.

**Interest Rates.** We calculate how much interest you owe each billing cycle by applying a daily periodic rate (an "DPR") to the average daily balance for Purchases, Cash Advances, Balance Transfers and any transactions subject to a special offer APR. We get each DPR by dividing the APR for that transaction type by 365. The interest rates that apply to your Account are shown on the Card Mailer and each billing statement. Except for any introductory or other special offer APR, each APR is a variable rate equal to the Prime Rate plus any margin shown on the Card Mailer or in the special offer. The "Prime Rate" is the U.S. Prime Rate published in *The Wall Street Journal* on the last Business Day of the month. An increase or decrease in the Prime Rate will cause a corresponding increase or decrease in your variable APRs on the first day of your billing cycle that begins in the month immediately following the change in the Index. If your APRs increase, the amount of interest you will owe and the Minimum Payment Due may increase.

**Grace Period/Paying Interest.** Your Payment Due Date is at least 25 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire New Balance by the Payment Due Date each month. No Interest Charge will be imposed on new Purchases posted to your Account during a billing cycle if the outstanding New Balance for the preceding billing cycle had been paid in full and credited by the "Payment Due Date" for that billing cycle. For any billing cycle in which the Account has an outstanding New Balance which was not paid and credited by the "Payment Due Date" for the preceding billing cycle, we will begin charging interest on all Purchases, Cash Advances and Balance Transfers on the Transaction Date.

**Special Offers:** We may make a special offer to you. For example, we may offer a reduced interest rate. Such offers may apply to all transactions or balances on your Account, or only to some transactions or balances. We will tell you what terms of the special offer differ from the terms of this Agreement. Except as we tell you in a special offer, the rest of this Agreement will still apply to your Account.

**Fees.** You agree to pay the following fees, as applicable:

Transaction Fees:

- Cash Advance Fee. A fee of \$10 or three percent (3%) of the amount of each Cash Advance (whichever is greater). This fee is in addition to the Interest Charge which will accrue on the Cash Advance.
- Balance Transfer Fee. A fee of \$5 or three percent (3%) of the amount of each Balance Transfer (whichever is greater). This fee is in addition to the Interest Charge which will accrue on the Balance Transfer.
- Foreign Transaction Fee. One percent (1%) of the U.S. dollar amount of any transaction made (1) in a foreign currency, (2) outside of the United States, or (3) with a foreign merchant, even if that transaction is made in U.S. dollars. We may charge this fee for each transaction (including returns and refunds) at the time the transaction is posted to your Account.

Penalty Fees:

- Late Fee. A fee up to \$35 will be charged to your account if we do not receive at least the Minimum Payment Due by the Payment Due Date (or the next business day if your Payment Due Date falls on a Saturday, Sunday or holiday). For any late payment, this fee will be up to \$35, but never more than the full amount of the Minimum Payment Due (as shown on your billing statement) that was due immediately before the fee is assessed, rounded down to the nearest dollar..
- Returned Payment Fee. A fee if a check or similar instrument or any debit for payment on your Account is returned unpaid for any reason. The amount of this fee will be up to \$35 or the full amount of the Minimum Payment Due that was due immediately before the payment was returned, rounded down to the nearest dollar, whichever is less.

Other Fees

- Returned Convenience Check Fee. A fee will be charged if we return a check drawn against your account for any reason. The amount of this fee will be up to \$25 or the amount of the check that is returned, rounded down to the nearest dollar
- Convenience Check Stop Payment Fee. A fee of \$25 will be charged for each stop payment request on a check drawn against your account, whether or not we actually stop payment.
- Expedited Delivery Fee. Except as provided below, a \$25 fee if you request and we agree to arrange for expedited delivery of any Card to you (for example, by an overnight delivery service).

**Transactions Made in Foreign Currencies.** If a transaction is made in a foreign currency, the company processing that transaction will convert the transaction into a U.S. dollar amount, and we will charge your Account for the converted amount. The currency exchange will be done by a method and at a rate determined by the company that processes the transaction. The exchange rate in effect on the processing date may be different from the exchange rate in effect on the transaction date or the posting date. If you make a return or get a refund, the same procedures apply. The amount of any

return or refund credit may be different from the amount of the original transaction because the exchange rate may change from day to day.

**Termination.** We may reduce the Credit Limit or terminate your ability to receive additional credit under this Agreement at any time without notice, unless restricted by applicable law. You may terminate your ability to receive additional credit under this Agreement by giving us notice of termination and returning to us or destroying all Cards. Termination by you will be effective after we have received your written notice and had a reasonable opportunity to act on it. If your ability to receive additional credit under this Agreement is terminated, either by you or by us, this Agreement is not terminated. Your obligations and our rights under this Agreement shall remain effective until all amounts due under this Agreement have been paid in full. If you are not in default at the time of termination, you may pay off any balance under the terms of this Agreement that apply at that time.

**Default.** You will be in default under this Agreement if any of the following events occur: (1) you fail to make any payment required under this Agreement when due; (2) you fail to perform or abide by any of your agreements or obligations under this Agreement or any other loan agreement you have with us or with any other creditor; (3) you become insolvent (meaning your liabilities exceed your assets or you are unable to pay your debts as they become due); (4) any action is taken by or against you under any bankruptcy or insolvency laws; (5) any attachment or garnishment proceedings are initiated against you; (6) you die or are declared incompetent; (7) we, in good faith, believe the prospect of your payment or performance under this Agreement is impaired; (8) you fail or refuse to provide current financial information to us when we request it or (9) your action or inaction impairs our ability to realize on our security interest in the Collateral Account. Upon the occurrence of any event of default, all amounts you owe under this Agreement will become immediately due and payable in full. In addition, we may enforce our security interest in the Collateral Account. If the Funds in the Collateral Account are not sufficient to pay all amounts you owe under this Agreement, you must pay the deficiency. You also must also return to us all Cards issued to you in connection with the Account. Default shall not release you from any obligation you have incurred under this Agreement. After default, your obligations and our rights under this Agreement shall remain effective until all amounts due under this Agreement have been paid in full.

**Security Agreement.** This is the Security Agreement for your Visa Secured Credit Card Account ("Account").

**Collateral Account:** In consideration of and as a condition to our opening the Account for you and other good and valuable consideration, you are providing funds from a savings account in your name to serve as security for your Account ("Funds"). We will hold these Funds in an account ("Collateral Account") under our exclusive control. You must maintain this Collateral Account as security for the Account, and you grant us a security interest in the Collateral Account. This Collateral Account will include any and all future extensions, renewals, or replacements of the Collateral Account. No portion of the Collateral Account may be used to secure other loans. You have deposited and will maintain an amount in the Collateral Account that equals your Account credit limit. You may make a transfer to the Collateral Account solely for purposes of funding your required security deposit. The Collateral Account will be solely owned by you. Funds in Collateral Accounts are insured by the Federal Deposit Insurance Corporation ("FDIC") up to the maximum allowable limits. For more detailed information on FDIC coverage, contact the FDIC directly.

**Withdrawals:** You will not be permitted to make withdrawals from the Collateral Account. (See Return of Funds Section below for terms and conditions regarding return of the Funds and closure of your Account.)

**Additional Funds:** Other than depositing Funds to secure your Account, you will not be permitted to make deposits to the Collateral Account.

**Pledge and Grant of Security Interest:** You understand that granting us a security interest in the Collateral Account and the Funds is a necessary condition for opening your Account. As security for the prompt payment and performance of all your obligations to us arising pursuant to the Account ("Obligations"), you hereby grant a security interest to us in all of your right, title, and interest in the Collateral Account and any and all Funds, including all proceeds of and additions to the Collateral Account and the Funds. We may increase or decrease your Account credit line and no such action shall change the fact that the Collateral Account and the Funds are held by us as security for the Obligations. You represent that there are no current lawsuits or bankruptcy proceedings that might affect our interest in the Collateral Account or the Funds. You have not and will not attempt to transfer or offer any interest in the Collateral Account or the Funds to any person other than us. You and we acknowledge that subject to our possession of and security interest in the Collateral Account and the Funds, you retain beneficial ownership of the Collateral Account and the Funds for FDIC insurance purposes. Interest on Funds: We will pay interest on the Funds at current deposit account rate(s), as such rate(s) may change from time to time, for similar accounts. We will add it to the Collateral Account.

**Application of Funds to the Account:** If you are in default under the Credit Card Agreement or the Account is closed for any reason, you authorize us at any time(s) to withdraw all or any portion of the Funds from the Collateral Account and apply them to reduce your Obligations. Any such application of Funds will not constitute any part of the Minimum Payment Due under the Credit Card Agreement. You will continue to be responsible for making payments as required under the Credit Card Agreement and for repaying any outstanding Obligations. Our rights under this Security Agreement are in addition to any others we have under applicable law. We may make settlements or compromises on the Collateral Account, transfer the Collateral Account to our name, or exercise ownership rights on the Collateral Account. We are not required to notify you of any of the above.

**Return of Funds:** If we determine that you qualify for return of any Funds from the Collateral Account, we will return these Funds to you by a method we deem reasonable. If your Account is closed, we will return any excess Funds that remain in the Collateral Account after repayment of all Obligations. If we mail a check to you, we will mail it to your mailing address on file with us for the Credit Card Accounts. In the event of your death, we will not release Funds on deposit unless all Obligations have been repaid and all legal documents we require are delivered to us.

**Confidentiality:** We will disclose information to third parties about your Collateral Account or any transfers you make: (a) where it is necessary for completing a transfer, or (b) in order to verify the existence and condition of your Collateral Account for a third party, or (c) in order to comply with government agency or court orders, or (d) if you give us your written permission, or (e) as permitted by the privacy notice we have provided to you.

**Legal Proceedings:** If your Account, your Collateral Account, or your Funds become involved or are likely to become involved in a legal proceeding, you understand that the entire balance of your Funds in the Collateral Account may be restricted until the matter has been resolved. Such proceedings are subject to our security interest. We shall be entitled to rely upon the representations, warranties, and statements made in such legal proceedings. In addition to the events of default set forth in the Credit Card Agreement, you will be in default under the Credit Card Agreement if we are served or become involved with a legal proceeding regarding the Funds or Collateral Account.

**Deposit Account Agreement:** You acknowledge that the provisions of the Deposit Account Agreement you received when you established the Collateral Account (the "Deposit Account Agreement") apply to the Collateral Account. If a provision of the Deposit Account Agreement conflicts with this Security Agreement, this Security Agreement will prevail.

**Miscellaneous:** This Security Agreement and our security interest and rights as pledge hereunder are governed by (1) federal law and (2) to the extent not preempted by federal law, the state law, without regard to its conflicts of law provisions. We may, in our sole discretion, assign the Collateral Account and our rights and obligations under this Security Agreement. If we use an attorney to defend or enforce our rights under this Security Agreement or to perform any legal services in connection with this Security Agreement, we may charge you our legal costs as permitted by law. This Security Agreement supplements the Credit Card Agreement. The other terms of the Credit Card Agreement apply to this Security Agreement. The terms of this Security Agreement will survive and continue to apply to the Collateral Account following closure of the Account or the Collateral Account, and will be binding on you even if you cancel your Account or do not accept the Credit Card Agreement as permitted in the Credit Card Agreement. If any part of the Security Agreement is invalid, the rest of the Security Agreement will remain in effect.

**Attorneys Fees and Other Collection Costs.** You agree to pay the costs we incur if you are in default and we hire an attorney who is not our salaried employee to collect amounts you owe under this Agreement. We will not charge you for our collection costs if you owe us \$300 or less or an applicable law says we may not. Any amounts you owe for these collection costs may be added to the outstanding balance of the Account, and interest may be charged on these costs at the APR applicable to Purchases.

**Changing this Agreement.** We may change this Agreement unless restricted by applicable law. We will tell you when any change will be effective and how it will apply to your Account. You may not change this Agreement unless we agree in writing to the change.

**Governing Law; Severability.** This Agreement and your Account will be governed by (1) federal law, and (2) to the extent not preempted by federal law, the laws of Alabama, without regard to its conflicts of law provisions. We accepted this Agreement in Alabama. If any provision of this Agreement conflicts with the law, you agree the provision will be viewed as if it was amended to comply with the law. If that is not possible, then only the provision that conflicts with the law will be deleted. The remaining provisions of this Agreement will remain effective.

**Credit Reports.** You agree that we may obtain consumer credit reports from one or more credit reporting agencies or others in connection with opening or maintaining the Account, determining the Credit Limit and Cash Advance Limit, or making any extension of credit to you under the Account. We may also ask you for additional information in connection with the Account and request credit reports to verify your current credit standing. You agree that we may release information to others, such as credit reporting agencies, regarding the status and history of the Account. However, we are not obligated to release any such information unless required by law.

**Notices.** Any notices given under this Agreement or relating to the Account will be effective only if given in writing to us at Card Services, P.O. Box 84032, Columbus, Georgia 31908-4032, and to you at your last address shown on our records. You agree to notify us immediately if your address changes from that shown on the application you submitted in connection with opening the Account.

**Liability for Unauthorized Use.** If any Card is lost or stolen or the Account otherwise may be used without your authorization, you must notify us immediately by calling us at 1-866-756-7865, or writing us at Card Services, P.O. Box 84032, Columbus, Georgia 31908-4032. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.

## **YOUR BILLING RIGHTS • KEEP THIS NOTICE 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 Card Services, P.O. Box 84032, Columbus, Georgia 31908-4032 as soon as possible. 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. 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 the 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 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 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 Card Services, P.O. Box 84032, Columbus, Georgia 31908-4032.

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.

# Peoples Bank of Alabama Visa Credit Card Application Disclosures

## Interest Rates and Interest Charges

<b>Annual Percentage Rate (APR) for Purchases</b>	Your APR will be based upon the <b>Prime Rate plus a Margin of 5%, 7%, or 10%</b> . This APR is based upon your creditworthiness and will vary with the market based on the Prime Rate* published in <i>The Wall Street Journal</i> .
<b>APR for Balance Transfers</b>	Your APR will be based upon the <b>Prime Rate plus a Margin of 5%, 7%, or 10%</b> . This APR is based upon your creditworthiness and will vary with the market based on the Prime Rate* published in <i>The Wall Street Journal</i> .
<b>APR for Cash Advances</b>	Your APR will be based upon the <b>Prime Rate plus a Margin of 18%</b> . This APR will vary with the market based on the Prime Rate* published in <i>The Wall Street Journal</i> .
<b>Penalty APR and When it Applies</b>	<b>None</b>
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the payment due date each month.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$1.00.
<b>For Credit Card Tips From the Consumer Financial Protection Bureau</b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>.</b>

## Fees

<b>Annual Fee</b>	<b>None</b>
<b>Transaction Fees</b> <ul style="list-style-type: none"> <li>• Balance Transfer</li> <li>• Cash Advance</li> <li>• Foreign Transaction</li> </ul>	<p>Either <b>\$5</b> or <b>3%</b> of the amount of each transfer, whichever is greater.</p> <p>Either <b>\$10</b> or <b>3%</b> of the amount of each cash advance, whichever is greater.</p> <p><b>1%</b> of the transaction amount in U.S. Dollars.</p>
<b>Penalty Fees</b> <ul style="list-style-type: none"> <li>• Late Payment</li> <li>• Returned Payment</li> </ul>	<p>Up to <b>\$35</b></p> <p>Up to <b>\$35</b></p>

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new transactions).” See your account agreement for more details.

**\*Prime Rate:** The “Prime Rate” is the U.S. Prime Rate published in *The Wall Street Journal* on the last Business Day of the month.

## Peoples Bank of Alabama Other Terms

**Important Information about Procedures for Opening a New Account:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**Credit Reports And Other Information About Your Creditworthiness:** By applying to Peoples Bank of Alabama, ("bank," "we," "us," and "our") for a Visa<sup>®</sup> credit card account, each applicant and co-applicant (individually and together, "you," "your," "yours," and "Borrower") agrees that we may obtain consumer credit reports about you for purposes of reviewing your application. If we open a credit card account for you (the "Account"), you also agree that we may obtain consumer credit reports about you in the future for purposes such as reviewing, updating, renewing, and servicing your Account and other purposes permitted by law. We will, if you request, tell you whether we obtained a credit report about you and tell you the name and address of any credit reporting agency that provides your credit report to us. You also agree that we may verify your employment, income, address and all other information about you with creditors, credit reporting agencies, employers, and other third parties, and through records maintained by government agencies. You waive any rights of confidentiality you may have in this information, to the extent permitted under applicable law.

**Other Important Terms of Your Agreement With Us:** You understand that we will rely on the information you provide in your Account application. You certify that the information in your Account application is accurate and complete. You will be individually liable (or, for a joint Account, individually and jointly liable) for all amounts, transactions, fees, and charges contained in the credit card agreement we provide when opening the Account, which may be amended from time to time. You agree to read the agreement carefully before you use or permit anyone else to use the Account. If we intend to deny your application for the particular credit card account selected in your application, you agree that we are automatically authorized to consider your eligibility for our other credit card products with us. By applying for the Account, you certify that you have read, understood and agree to the terms, conditions, and disclosures made in this application.

**Your Consent For Our Communications With You:** By providing a telephone number for a cellular telephone or other wireless device in your application for the Account, you expressly consent to receiving communications at this number from us and our agents or designated representatives, regardless of the purpose of the communications and in any form possible and not expressly prohibited by law (including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system). You agree that this express consent applies to any communication at each such telephone number that you provide to us, now or the future. You understand that you may incur access fees from your cellular provider in connection with these calls and messages.

**Notice to Cardholders and Authorized Users About Negative Information Furnishing:** 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. Married applicants may apply for separate Accounts in their own names.

**California Residents:** The applicant, if married, may apply for a separate account. If we approve an application for the Account, each applicant shall have the right to use the account to the extent of its assigned credit limits and each applicant may be liable for all of the credit we extend under the Account to each joint applicant.

**New York Residents:** New York residents may contact the New York State Banking Department at 1-877-226-5697 to obtain a comparative listing of credit card rates, fees, and grace periods.

**Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**Notice to Married Wisconsin Residents:** No provision of any marital property agreement, unilateral statement, or court decree adversely affects our interests or rights unless, before we grant credit or enter into an open-end credit plan, we are furnished with a copy of the agreement, statement, or decree, or have actual knowledge of the adverse provision. **Married Wisconsin residents who apply for credit separately must notify us, in writing, of the name and address of their spouse, at the following address: Peoples Bank of Alabama, 1912 Cherokee Ave SW, Attention: Credit Card Services Dept., Cullman, AL 35055.**



**Balance Transfers:** A “Balance Transfer” is a balance we allow you to transfer to your Account from an account you owe to another financial institution or creditor. To complete a Balance Transfer, there must be enough credit available in your Account for the Balance Transfer and you must use a written, electronic or telephonic method we approved for this purpose. All Balance Transfers are subject to our approval. We will not process Balance Transfer requests we consider incomplete or illegible. We will not process requests for a Balance Transfer payable directly to you, to us, or to any of our affiliates. We are not liable to you if we do not process part or all of any Balance Transfer you request. We may make Balance Transfers in any order we choose. We may also limit the amount of Balance Transfers to your Account, to an amount that is less than the total credit limit of your Account. If we do not approve the full amount of any Balance Transfer you request, we may process part or none of the Balance Transfer amount you requested. Do not request a Balance Transfer for any amount that is or may be subject to a dispute between you and any other financial institution or creditor. After you request a Balance Transfer, you should still monitor and pay at least the minimum amount due on your other account, until the other institution sends an account statement to you showing that you are no longer required to make any account payment. You are liable to your other financial institutions for any fees, charges, and amounts due under their credit agreements with you, including any late payment fees and finance charges you may owe if a Balance Transfer or any other payment is not completed in the time and manner required by the other institution. We will not instruct any other financial institution to close their account with you after we process a Balance Transfer. If you want to close your account with another institution after we process a Balance Transfer, you must instruct the other institution to do so. We will begin charging interest on Balance Transfers (if applicable) on the transaction date.

# FACTS

## WHAT DOES PEOPLES BANK OF ALABAMA DO WITH YOUR PERSONAL INFORMATION?

### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- ④ Social Security number and Income
- ④ Account Balances and Payment history
- ④ Credit History and Credit Scores

When you are *no longer* our customer, we continue to share your information as described in this notice.

### How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers's personal information; the reasons Peoples Bank of Alabama chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Peoples Bank of Alabama share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
<b>For our marketing purposes—</b> to offer our products and services to you	YES	NO
<b>For joint marketing with other financial companies</b>	NO	We don't share
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	YES	NO
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	NO	We don't share
<b>For our affiliates to market to you</b>	NO	We don't share
<b>For nonaffiliates to market to you</b>	NO	We don't share

### Questions?

Call 877-788-0288 or go to [www.peoplesbankal.com](http://www.peoplesbankal.com)

## Who we are

Who is providing this notice?

Peoples Bank of Alabama

## What we do

How does Peoples Bank of Alabama protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Peoples Bank of Alabama collect my personal information?

We collect your personal information, for example, when you

- Open an Account or Deposit Money
- Pay your Bills or Apply for a loan
- Use your Credit or Debit Card

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

## Definitions

**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- Altrust Financial Services

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- We do not share

**Joint marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- We do not share

## Other important information

## **Peoples Bank of Alabama**

### **Website Terms and Conditions**

**Use of this site signifies your agreement to the Terms and Conditions of Use.**

The following Terms and Conditions of Use are applicable to this site only and do not pertain to any other site affiliated with the bank. PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE. By using this site, you signify your assent to these terms of use. If you do not agree to these terms of use, please do not use the site. We reserve the right, at our discretion, to change, modify, add, or remove portions of these terms at any time. Please check these terms periodically for changes. Your continued use of this site following the posting of changes to these terms (including the Privacy Policy) will mean you accept those changes.

#### **DISCLAIMER**

Any communication or material you transmit to us via the site or Internet electronic mail is on a non-confidential basis and may be used by the bank for any purpose within the limits of our Privacy Policy statement including reproduction, publication broadcast and posting.

We will use our best efforts to include accurate and up to date information on the site, but we make no warranties or representations as to the accuracy of the information. You agree that all access and use of the site and its contents is at your own risk. By using the site, you acknowledge that we specifically disclaim any liability (whether based in contract, tort, strict liability or otherwise) for any direct, indirect, incidental, consequential, or special damages arising out of or in any way connected with your access to or use of the site, (even if we have been advised of the possibility of such damages) including liability associated with any viruses which may infect a user's computer equipment.

#### **MISCELLANEOUS**

The above terms and policies are subject to change; the result of any change will be reflected on these pages.