

## Interest Rates and Interest Charges

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|--|---|
| Annual Percentage Rate (APR) for Purchases                         | <b>13.98%</b><br>This APR is variable as determined by Texas First Bank.  |
| Annual Percentage Rate (APR) for Cash Advances                     | <b>13.98%</b><br>This APR is variable as determined by Texas First Bank.  |
| Annual Percentage Rate (APR) for Balance Transfers                 | <b>13.98%</b><br>This APR is variable as determined by Texas First Bank.  |
| Penalty APR and When it Applies                                    | None  |
| How to Avoid Paying Interest on Purchases                          | Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month.  |
| Minimum Interest Charge  | Not applicable  |
| For Credit Card Tips from the Consumer Financial Protection Bureau | To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> |

## Fees

|   |   |
|---|---|
| Annual Fee  | <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> | <b>None</b><br>Not to exceed the greater of <b>\$2</b> or <b>2%</b> of the advance.<br><b>None</b>  |
| <b>Penalty Fees</b> <ul style="list-style-type: none"> <li>• Late Payment</li> <li>• Returned Payment</li> </ul>                                    | Not to exceed the lesser of <b>\$15</b> or <b>5%</b> of the payment amounts on payments received after 10 days from the due date<br>up to <b>\$25</b> |

**How We Will Calculate Your Balance:** We use a method called “average daily balance (excluding new purchases).”

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

**Security Interest:** Collateral securing other loans at Texas First Bank may also secure this account.

\*The **Annual Percentage Rate** is variable and will not exceed the “quarterly ceiling” in effect from time to time as computed pursuant to Article 5069-1.04, Revised Civil Statutes of Texas.

# TEXAS FIRST BANK

## CARDHOLDER AGREEMENT

### FOR VISA CONSUMER AND BUSINESS ACCOUNTS

The person(s) ("Cardholder", whether one or more) who signed and returned the Application for a VISA consumer and/or business account, ("Card") has requested Texas First Bank ("Issuer") to extend Cardholder open-end credit. By Cardholder's use of the Card, furnished by Issuer in reliance in part upon the information applied by Cardholder in the Application, Cardholder agrees with Issuer as follows:

1. Cardholder has accepted the revolving tri-party account or non-revolving, balance due at billing account ("Account") made available to Cardholder by Issuer and authorizes Issuer to pay for Cardholder's account items reflecting credit purchases and leases of goods or services ("Credit Purchases") and loans ("Cash Advances") obtained through use of the Card. Credit Purchases may be purchased or leased by means of such Card by Cardholder from any retail business establishment who honors same ("Seller") upon execution of sales slip evidencing such Credit Purchase and bearing the account number of Cardholder embossed on the face of such Card or, in the case of telephone orders or mail orders, pursuant to the then current operating rules and regulations of VISA. Additionally, Cash Advances may be obtained through use of such Card (a) upon execution of a written request of Cardholder, in a form furnished to him from any financial institution that is a member, alone or in association with others, of VISA, Inc., (b) upon execution of a written separate agreement with issuer for a VISA overdraft financing agreement, if offered by Issuer. All Credit Purchases and Cash Advances are affected at the option of Seller and cash advancing bank, respectively, and Issuer shall not be responsible for refusal by any Seller or cash advancing bank to honor the Card or any "Related Card", as defined in paragraph 2 below. 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.

2. Cardholder promises to pay Issuer at the address specified on the periodic statement (see paragraph 5 below) for all such credit extended, together with any **FINANCE CHARGE** as herein provided, all such payments to be in lawful money of the United States of America. Cardholder will pay in their equivalent U.S. dollars all charges in a foreign currency, which equivalent will be determined by reference to the amount in U.S. dollars the Issuer shall have paid in good faith to the person presenting the item to Issuer. Cardholder shall be liable and agrees to pay Issuer for Credit Purchases made by, or for Cash Advances 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 Credit 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 a member of Cardholder's family, or otherwise issued upon Cardholder's request (all such Cards bearing the same VISA account number hereinafter collectively called "Related Cards")

3. Issuer will inform Cardholder from time to time of the maximum amount of debt ("Card Limit") that may be outstanding in the Account at any time, which Credit Limit is made a part of this Agreement by reference. Cardholder agrees not to use or permit the balance in the Account ever to exceed the Credit Limit. If the outstanding balance in the Account ever exceeds the Credit Limit, Cardholder shall pay such excess to Issuer immediately upon notice of Issuer.

4. Cardholder agrees to promptly notify Issuer of any change in address by writing Issuer at Texas First Bank, 401 Oak Street, La Marque, TX 77568. Address changes may also be made in person at any Texas First Bank Banking Center.

5. As of the end of each monthly billing cycle, Cardholder will be furnished a periodic statement showing, among other things, (i) the amount owed ("Previous Balance") at the beginning of the billing cycle, (ii) the amount of all Cash Advances, Credit Purchases and FINANCE CHARGE posted to the Account during the billing cycle, (iii) the amount of all payments and credits posted to the Account during the billing cycle, and (iv) the total amount due ("New Balance") at the end of the billing cycle which amount is the sum of (i) and (ii) less than (iii).

6. Cardholder agrees to pay to Issuer, within 25 days ("Payment Due Date") from the "Closing Date" shown on the periodic statement, the sum of (i) either (a) the entire New Balance or (b) at Cardholder's option, an amount which shall be at least 3% of the New Balance or \$20.00, whichever is greater, and (ii) any amount that is past due and any amount that is in excess of the Credit Limit. If the New Balance is less than \$20.00, it shall be paid in full. If Cardholder has given Issuer a proper notification of a billing error, as that term is defined in the Truth-in-Lending Act and Regulation Z promulgated by the Board of Governors of the Federal Reserve System, the minimum payment will not include any amount attributable to the items covered by such notification until Issuer shall have complied with the Act and the Regulation.

7. If Cardholder obtains Cash Advances or elects to pay for Credit Purchases in installment in the manner provided by paragraph 6 (i)(b), each periodic statement will include, and Cardholder agrees to pay, a **FINANCE CHARGE** calculated at a Periodic Rate, subject to the limitation provided below, not to exceed the "quarterly ceiling" from time to time in effect as computed pursuant to Article 5069-1.04, Revised Civil Statutes of Texas, The Periodic Rate is calculated by dividing the **ANNUAL PERCENTAGE RATE** by 12. The **ANNUAL PERCENTAGE RATE** is a variable rate and is subject to adjustment on the first day of the Cardholder's billing cycle which starts in each January, April, July, and October while this Agreement is in effect. If the **ANNUAL PERCENTAGE RATE** is adjusted as permitted by law and this Agreement, it will remain the same for at least three full billing cycles. The **ANNUAL PERCENTAGE RATE** will be established by and subject to change at the discretion of the Issuer, Texas First Bank.

Required deposit - the Annual Percentage Rate does not take into account any Cardholder required deposits.

8. **FINANCE CHARGE** computation: Cash Advances (Method A) - A **FINANCE CHARGE** will be imposed on Cash Advances that you obtain through the use of your Card as of the date of the Cash Advance or from the first day of the billing cycle in which the Cash Advance is posted to the account, whichever is later, and will continue to accrue until the date of payment.

The **FINANCE CHARGE** for a billing cycle is computed by applying the monthly Periodic Rate to the Average Daily Balance, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance is determined by adding to the Previous Balance (the outstanding balance in the account at the beginning of the billing cycle) any Credit Purchase as of the date it is posted to your account and any Cash Advance as of the transaction date or the first day of the billing in which the Cash Advance is posted to the account, whichever is later, and subtracting all payments as received and credits as posted through that date, but excluding any unpaid Finance Charges.

Credit Purchases (method E) - A **FINANCE CHARGE** will be imposed on Credit Purchases of goods and services that you obtain through the use of your Card only if you elect not to pay the entire New Balance shown on your previous monthly statement within 25 days from the closing date of the statement. If you elect not to pay the entire New Balance shown on your previous monthly statement within 25 days from the closing date of the statement, a **FINANCE CHARGE** will be imposed on the unpaid balance of Credit Purchases from the statement closing date (but not on Credit Purchases made during the current billing cycle) and will continue to accrue until the closing date of the billing cycle preceding the date on which the entire New Balance is paid in full.

The balance of Credit Purchase subject to **FINANCE CHARGE** is the average daily outstanding unpaid balance which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance is the principal balance minus current cycle Credit Purchases and payments and credits as received, but excluding unpaid **FINANCE CHARGE**.

9. All payments received by 5PM EST at the address indicated on the periodic statement or online at [www.mycardstatement.com](http://www.mycardstatement.com) will be credited to the Account as of the date of receipt of payment. Payments made in person during normal business hours at banking center locations where such payments are accepted will be treated as received on the same day.

10. Issuer may after any notice required by law, without liability to Cardholder and without affecting Cardholder's liability to Issuer for credit previously extended, decline to make further advances for Cardholder's account under this open-end credit arrangement and revoke the Card, which remains the property of Issuer and which Cardholder agrees to surrender to Issuer upon demand and to not transfer to any third party. If the Card is lost or stolen, Cardholder agrees to notify Issuer immediately and to cooperate with Issuer, including but not limited to providing Issuer with all facts and information known by or reasonably available to Cardholder regarding such loss or theft.

11. If Cardholder requests Issuer to increase the Credit Limit, Cardholder agrees to furnish promptly to Issuer such additional financial or other information as Issuer may reasonably request.

12. If (a) Cardholder defaults in any payment required to be made on the Account or otherwise violates any provision of this Agreement or (b) Cardholder dies or seeks to obtain any relief as a debtor in any proceeding under any bankruptcy, insolvency, or debtor-relief law, Issuer may at its election (i) decline to extend further credit under this Agreement (and Cardholder agrees not to make Credit Purchases or to obtain further Cash Advances) and (ii) declare all amounts then owed to Issuer by Cardholder immediately due and payable, without prior notice or demand of any kind, which notice and demand are hereby waived by Cardholder.

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 obligation under this agreement. If Cardholder has executed a written agreement granting a security interest in any deposit accounts (checking, savings, or share accounts) or other funds held by Issuer to secure Cardholder's obligations under this credit card plan, such accounts and funds shall serve as additional security for Cardholder's obligations arising under this agreement.

On Business Accounts, the individual signing hereby grants Issuer the right to set-off any deposit account balance that Business has with Issuer, and Issuer may apply said deposit account balance, or any amount up to balance, toward balance of account.

13. Cardholder agrees to pay (i) all amounts actually incurred by Issuer as court cost and attorney's fees set by a court in connection with the collection of amounts due by Cardholder under the Account and (ii) premiums or other identifiable charges received in connection with the permitted sale of insurance.

14. This Agreement is made pursuant to the provisions of Article 5069-1.04(i) and 5069-15.01 through 15.11, Texas revised Civil Statutes. THE VALIDITY, CONSTRUCTION, AND ENFORCEMENT OF THIS AGREEMENT MAKING THE ACCOUNT AVAILABLE AND ALL MATTERS ARISING OUT OF THE ISSUANCE AND USE OF THE CARD SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND, TO THE EXTENT APPLICABLE, THE LAWS OF THE UNITED STATES OF AMERICA. FOR CONSUMER PURPOSE ACCOUNTS IN THE AMOUNT OF \$25,000 OR LESS, THE APPLICABLE LAWS INCLUDE THE TRUTH-IN-LENDING ACT AND REGULATION Z OF THE BOARD OF THE FEDERAL RESERVE SYSTEM.

15. Issuer may amend this Agreement as permitted by applicable law. Without limitation of the preceding sentence, the terms of this Agreement including the rate, or index, formula, or provision of law used to compute the **ANNUAL PERCENTAGE RATE** is subject to revision as to current and future balances from time to time by notice from Issuer to Cardholder as permitted by law. Notice of any amendment to this Agreement shall be given as provided by Applicable state and federal law.

16. Cardholder agrees that Issuer, its agents or service companies may monitor and/or record any telephone communications with Cardholder.

17. If Card is lost or stolen, Cardholder should notify Issuer immediately, either by writing the Issuer at 401 Oak Street, La Marque, TX 77568, or by calling (800) 325-3678. The liability of Cardholder for unauthorized use of the card shall not exceed the lesser of \$50.00 or the amount of money, property, labor, or services obtained by the unauthorized use before notification to Issuer. "Unauthorized use" means the use of the Card by a person, other than the Cardholder, who does not have actual, implied, or apparent authority for such use and from which Cardholder receives no benefit.

18. Your VISA card may not be used for any illegal transactions. Cardholder agrees not use the Card for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the Cardholder may be located.

19. When a transaction is made at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either 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. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

20. USA Patriot Act: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. At account opening, Issuer will ask Cardholder for name, address, date of birth, and other information that allows Issuer to identify Cardholder. Issuer may also ask to see the driver's license or other identifying documents of the Cardholder.

21. Credit Reporting: Negative information about the Cardholder's account may be reported to credit bureaus. Late payments, missed payments, or other defaults on the account may be reflected in the Cardholder's credit report.

If Cardholder thinks we reported erroneous information to a credit reporting agency, write to us at: Customer Service, P. O. Box 30495, Tampa, FL 33630. We will promptly investigate the matter and if our investigation shows Cardholder is right, we will contact the consumer reporting agency to whom we reported and will request they correct the report. If we disagree with Cardholder after our investigation, we will notify Cardholder of our determination.

22. Fees: In addition, the following fees apply to all accounts:

- Late Fees will not exceed the lesser of \$15 or 5% of the payment amount on payments received after 10 days from the due date.
- Return Check Fee is \$25.
- Cash Advance Fee will not exceed the greater of \$2 or 2% of the advance.

23. **Severability:** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but, in the event any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity and shall be severed from the rest of this Agreement without invalidating the remainder of such provision or the remaining provisions of this Agreement. This shall include any provisions that may be prohibited by the Military Lending Act for an active duty Service Member, a dependent of an active duty Service Member, or any other Covered Borrower as described and defined in the Military Lending Act (codified at 10 U.S.C. 987).

**In Case of Errors or Questions About Your Electronic Transfers**

Telephone us at 800-423-7503 or write to us at Customer Service PO Box 30495, Tampa FL 33630 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number.

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether any error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Notice: See enclosure entitled "Your Billing Rights – Keep This Document for Future Use" for information on other types of errors and your rights under the Fair Credit Billing Act.

Mail notifications of lost or stolen cards to:  
Credit Card Security Department  
11601 Roosevelt Blvd.  
St. Petersburg FL 33716  
Dept: TA-21

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Access your credit card account by signing up for internet banking today:  
**[www.texasfirst.bank](http://www.texasfirst.bank)**

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Payments may be made to:  
**VISA**  
PO Box 4512, Carol Stream, IL 60197-4512  
Customer Service: (800) 423-7503

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**Texas First Bank**  
3232 Palmer Highway, Texas City TX 77590  
409-908-9949