

FIRST STATE BANK VISA CARDHOLDER AGREEMENT

The person (Cardholder) whose name is embossed on the face of the VISA (Card), and each Cardholder, in the event more than one card is issued bearing the same account number, by signing or using said card, agrees with First State Bank of Blakely (Issuer), as follows:

- A. Goods and Services (Credit Purchases) may be purchased or leased by means of such card by Cardholder from any retail Business establishment (seller) who honors same upon the execution of a sales slip evidencing such Credit Purchases and bearing the account number of Cardholder embossed on the face of such card. Additionally, VISA cash advances (loans) may be obtained through use of such card (a) upon execution of a written request of Cardholder in a form furnished to Cardholder from any financial institution that is a member, alone or in association with others, of VISA U.S.A. Inc. and (b) upon execution of a written separate agreement with Issuer for a VISA overdraft financing agreement if offered by Issuer.
- B. Cardholder shall be liable and agrees to pay Issuer for Credit Purchases may be, or for loans extended to, Cardholder or anyone else using such card unless the use of such card is by a person other than the Cardholder (a) who does not have actual, implied or apparent authority for such use and (b) from which Cardholder receives no benefit. Additionally, Cardholder shall be jointly and severally liable and agrees to pay for all 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 VISA account number hereinafter collectively called "Related Cards").
- C. Cardholder agrees to pay to Issuer an annual membership fee (as stated in the disclosures) for participation in the Issuer's credit card plan. Such annual membership fee shall be imposed whether or not Cardholder uses the card to obtain credit purchases and loans. The membership fee shall be charged to Cardholder's account each year in the month of Issuer's choice. The membership fee is not refundable in the event of termination of the account by either Cardholder or Issuer unless otherwise provided by law.
- D. Each Card is the property of Issuer, is not transferable and must be surrendered upon demand. It can be canceled as well as repossessed by Issuer or its designee, and the privileges thereof revoked, at any time without prior notice.
- E. Cardholder shall not use the card or permit the use of related cards to obtain credit purchases or loans, which will increase Cardholder's indebtedness to Issuer to an amount in excess of the limit establish by Issuer.
- F. All credit purchases and loans are effected at the option of the seller and cash advancing financial institution respectively, and Issuer shall not be responsible for refusal by any Seller or cash advancing financial institution to honor the card or any related Card. Any refund, adjustment or credit allowed by Seller shall not be by cash but rather by a credit advice to Issuer which shall be shown as a credit on Cardholder's account statement with Issuer.
- G. Issuer will send to Cardholder, at monthly intervals determined by Issuer, a statement reflecting for the prior monthly period all VISA card and related card transactions. Such statement shall be deemed correct and accepted by Cardholder and all holders of related Card unless Issuer is notified to the contract in writing within 60 days of mailing of such statement. Cardholder

will pay such statement by remitting to Issuer with 25 days of the closing date reflected on the statement either the full amount billed or , at Cardholder's option, an installment equal to at least the required minimum payment stated in Section 4 on the reverse.

- H. Interest on Loans and Credit Purchases will be charged in accordance with the finance charge calculation method used by Issuer. The rate of the interest shall be established by Issuer from time to time, but shall never exceed the maximum rate permitted by law. The current interest rate per annum is the Annual Percentage Rate set forth in Section 1 of the disclosures.
- I. If the card is canceled or surrender is demanded by Issuer, or if Cardholder defaults in any payment due, or is deceased, bankrupt or insolvent, or any attachment or garnishment proceedings are initiated against Cardholder or his property, Issuer may elect to declare all amounts then owed to Issuer to be immediately due and payable without notice or demand of any kind. If Cardholder has other loans from Issuer, or takes out other loans with Issuer in the future, collateral securing those loans will also secure the Cardholder's obligations under this agreement. However, unless the Cardholder expressly agrees otherwise, the Cardholder's household goods and dwelling will not secure Cardholder's obligations under this agreement even if Issuer has or later acquires a security interest in the household goods or a mortgage on the dwelling. Cardholder agrees to pay all costs incurred by Issuer in collecting Cardholder's indebtedness or in enforcing this agreement, including reasonable attorney's fees and also those costs, expenses and attorney's fees incurred in appellate, bankruptcy and post-judgment proceedings, except to the extent such costs, fees or expenses are prohibited by law.
- J. This agreement may be amended from time to time by Issuer by written notice mailed to Cardholder at Cardholder's last known address.
- K. Except to the extent that Federal law in applicable, the validity, construction and enforcement of this agreement and all matter's arising out of the issuance and use of the card shall be governed by the laws of the state in which the principal office of Issuer is located (Georgia).
- L. Additional charges, plus applicable taxes, may also be assessed if you pay us with a check not honored by your financial institution, request a copy of a document, request a replacement card or use your card for a transaction at an automated teller machine, if such charges are not prohibited by law or regulation. No finance charge will be assessed on such additional charges.
- M. If it is believed that the card has been lost or stolen or used in an unauthorized manner, the Cardholder shall contact the Issuer AT ONCE, I order to minimized possible losses. In most cases, the Cardholder will not be liable for any unauthorized transactions unless it is determined that the Cardholder was grossly negligent or fraudulent in the handling of the card. Notification can be made orally or in writing at:
 - Credit Card Security Department Telephone Number
 - P.O. Box 30035 (727)570-4881
 - Tampa, Florida 33630
- N. Cardholder agrees that Issuer, its agents, or service companies may monitor and/or record any telephone communications with Cardholder.
- O. Payment must be made to the Issuer in U.S. dollars drawn on a U.S. Financial Institution. If Cardholder incurs charges in other currency, the charges will be converted into U.S. dollars. The exchange rate for transactions in a foreign currency will be the rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the

government mandated rate in effect for the applicable central processing date. All transactions in foreign countries will be subject to a 1% conversion or processing fee.

- P. Issuer shall have sole discretion in how payments are applied to Cardholder's account. Issuer may accept checks marked "Payment if Full" or with words of similar effect without losing any of Issuer's rights to collect the full balance of Cardholder's account.
- Q. Issuer can reinvestigate and reevaluate any information Cardholder provided on Cardholder's credit application at any time, and in the course of doing so, Issuer may ask Cardholder for additional information, request credit bureau reports and/or otherwise verify Cardholder's current credit standing.
- R. Cardholder agrees that Issuer may re-release information to others, such as credit bureaus, regarding the status and history of Cardholder's account. However, Issuer is not obligated to release any such information to anyone unless Issuer is required by law to do so.
- S. Cardholder agrees that Cardholder's account shall be subject to all applicable rules and regulations of VISA U.S.A., Inc. as applicable, as well as all applicable laws. If there is any conflict between the provisions of this Agreement and the rules of VISA U.S.A. Inc. the rules and regulations of VISA U.S.A. Inc. shall control. Your Visa Card may not be used for any illegal transaction(s).

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