

The following terms and conditions govern the use of your VISA Card Account ("Account") and any Card or other Access Device ("Access Device") issued by Republic Bank & Trust Company ("Issuer").

1. **RESPONSIBILITY.** By signing or permitting others to sign the Card or credit application, or by using or permitting others to use the Access Device or Account number, Customer named therein accepts these terms and conditions and assumes responsibility for all credit extended through use of the Account, except that Customer's liability for unauthorized use will be limited as hereinafter provided. Any Access Device remains the property of the Issuer and shall be surrendered upon Issuer's request. The Account and its privileges are not transferable by Customer and may be cancelled or revoked or the Credit Limit may be reduced or frozen by Issuer at any time for any reason without notice subject to any legal provisions or requirements under applicable law. Transactions restricted by the Unlawful Internet Gambling Enforcement Act of 2006 (UIGEA) are prohibited from being processed through the Account. This prohibition became effective on December 1, 2009. Additional information can be obtained at 888-584-3600.

2. **UNAUTHORIZED USE.** You must notify the Issuer of loss, theft or unauthorized use of your Visa Account by calling toll-free telephone number 1-800-876-9119 during business hours, or 1-800-321-5880 after business hours, or in writing to Customer Service, P.O. Box 30495, Tampa, FL 33630 Attention: Security Department. An Issuer may, to the extent allowed under applicable law, increase the limit of the Customer's liability for unauthorized Visa transactions only if the Issuer determines that the Customer was grossly negligent or fraudulent in the handling of the Account or Card.

3. **PAYMENTS.** Customer may use the Account to obtain credit for Purchases from authorized sellers or Cash Advances from any Bank Card lender. Purchases and Cash Advances shall also include those approved by Issuer for Customer by means of other device, check or program for credit transactions, including any INTEREST CHARGES that result in a charge to the Account. Customer will not incur charges to the Account which exceed the maximum credit authorized by the Issuer. In the event the Customer incurs charges in amounts exceeding such maximum authorized credit, the Customer shall pay immediately the amount by which the Total New Balance exceeds such maximum authorized credit. Customer agrees to pay, in accordance with billings, indebtedness incurred for Purchases, Cash Advances and applicable INTEREST CHARGE, and such of the Annual Fee, Late Payment Fee, and/or any other fees as are imposed from time to time pursuant to these terms and conditions, and in the event of Customer's breach or default in the performance of these terms and conditions, all additional costs and expenses incurred by Issuer resulting therefrom including reasonable attorney fees. Issuer has no responsibility for the refusal of any seller to honor the Account, or for merchandise or services purchased through the use of the Account. All payment by Customer will be made in U.S. dollars.

4. **PERIODIC STATEMENT AND PAYMENT SCHEDULE.** Issuer will send to Customer a statement for each billing cycle in which the Total New Balance (debit or credit) for Purchases and Cash Advances exceeds \$1.00 on the last day of the billing cycle or on which an INTEREST CHARGE has been imposed. Customer must pay at least the minimum payment due disclosed on the statement which will be 2% of the Total New Balance disclosed on the statement, or \$15.00 whichever is greater (or the portion of \$15.00 that is necessary to pay in full) plus all indebtedness which exceeds the Credit Limit and all amounts listed as "Past Due" on the Account. The minimum payment will be rounded up to the nearest whole dollar amount. Payments in excess of the minimum payment amount or additional payments may be made at any time but shall not affect Customer's obligation to pay succeeding monthly payments so long as any amount is due and owing on the Account. INTEREST CHARGES on the Purchases New Balance disclosed on any monthly statement may be avoided by payment of either the Total New Balance or Purchases New Balance in full prior to the Payment Due Date as disclosed on the monthly statement. If not so paid, INTEREST CHARGES will be incurred on the principal portion of the Purchases New Balance as of the Statement Closing Date as disclosed on the monthly statement, and INTEREST CHARGES will be incurred on the New Purchases posted to the Account during the next billing cycle as of the date of posting of each. INTEREST CHARGES are incurred on Cash Advances from the date the money is advanced until payment in full is received.

5. **SCHEDULE OF FEES.**

(a) **Reissue Fee.** NONE

(b) **Expedited Phone Payment.** An Expedited Phone Payment Fee of \$6.00 will be imposed if the payment involves an expedited service by a service representative.

(c) **Late Payment Fee.** If a payment of at least the amount of the minimum required payment disclosed on the periodic statement is not received by the Payment Due Date, a penalty fee of \$25.00 will be imposed.

(d) **Returned Check Fee.** If any Access Device used to access the Account or any Check or other instrument given for payment of the Account is dishonored for any reason, a penalty fee of \$25.00 will be imposed.

(e) **Annual Fee.**

Consumer Card. NONE

Business Card. Customer agrees to pay Issuer an Annual Fee in the amount of \$35.00 for the Account and Card in consideration of the benefits and services thereby made available to Customer other than extensions of credit. Such Annual Fee will be charged irrespective of whether an INTEREST CHARGE is incurred on the Account, and no INTEREST CHARGE incurred will be credited in whole or in part to payment of the Annual Membership Fee. The Annual Fee is payable in advance for each year, and will be charged to the Account annually. No refund of any part of the Annual Fee will be made in the event of cancellation of the Account or return of the Card for any reason.

(f) **Cash Advance Limit and Fee.** Cash Advances are limited to one-half on the Credit Limit or \$2500, whichever is less. An INTEREST CHARGE will be computed on the amount of each cash advance as of the date of the transaction. The INTEREST CHARGE will be either \$3.00 or 3% of the cash advance, whichever is greater, with a maximum fee of \$25.00 for a Consumer Card and \$40.00 for a Business Card. Any Cash Advance INTEREST CHARGE may increase the actual Annual Percentage Rate.

(g) **Foreign Transaction Fee.** 1% of each transaction in U.S. Dollar. See Section 13 below for further information.

6. **INTEREST CHARGE.** The INTEREST CHARGE calculation method applicable to your Account for Purchases and Cash Advance that you obtain through the use of

your Account or Card is Average Daily Balance (including new purchases) as specified on your monthly periodic statement and explained below:

**Purchases.** To avoid incurring an additional INTEREST CHARGE on the balance of purchases reflected on your periodic statement and on any new purchases appearing on your next periodic statement, you must pay the New Balance shown on your monthly statement on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date. Calculate INTEREST CHARGES for a billing cycle by applying the monthly Periodic Rate to the Average Daily Balance of purchases. To get the Average Daily Balance, take the beginning balance of your account each day, add any new purchases, and subtract any payments, credits, non-accruing fees, and unpaid INTEREST CHARGES. Then add all daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

**Cash Advances.** The INTEREST CHARGE on cash advances begins from the date you obtained the cash advance or the first day of the billing cycle in which it is posted to your account, whichever is later. There is no grace period. Calculate the INTEREST CHARGES for a billing cycle by applying the monthly Periodic Rate to the Average Daily Balance of your account. To get the Average Daily Balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid INTEREST CHARGES. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

**Minimum INTEREST CHARGE.** We will charge a minimum INTEREST CHARGE for purchases of \$.50 and a minimum INTEREST CHARGE for cash advances of \$3.00 for each billing period in which an INTEREST CHARGE is payable. The INTEREST CHARGE will be added to your purchase balance and/or cash advance balance.

7. **ANNUAL PERCENTAGE RATE.** The INTEREST CHARGE on Purchases and Cash Advances will be computed by applying a monthly periodic rate computed as follows:

Type of Account	Monthly Periodic Rate	Corresponding Annual Percentage Rate
All Programs	1/12 of Annual Percentage Rate	Prime Rate Plus 5.2%

The Annual Percentage Rate is a variable rate. The APR shall be based on the highest Prime Rate listed in the Money Rate section of the Wall Street Journal on the 1<sup>st</sup> day of each month (or if the 1<sup>st</sup> is a Saturday, Sunday, or holiday, the next business day) and adding 5.2% to that rate not to exceed 21%. Any change in the APR will go into effect on the first day of your new billing cycle that follows the effective date, as herein defined, of the Wall Street Journal published Prime Rate change and may result in an increase or decrease in the INTEREST CHARGE imposed on your account.

8. **DEFAULT.** The Account balance will, at Issuer's Option, become immediately due and payable, without notice, in the event that (a) Customer becomes bankrupt or insolvent, or (b) Customer fails to make payments due on the Account, incurs charges which exceed the maximum authorized credit limit or otherwise breaches the Account terms or conditions, or (c) Issuer receives information which causes it to believe Customer is unwilling or unable to perform under these Account terms and conditions, or (d) attachment or garnishment proceedings are instituted against Customer. Failure by Issuer to assert any rights hereunder shall not waive such rights.

9. **SECURITY.** If Issuer already holds any security interest created in any previous transaction for any property that secures other or further indebtedness of Customer to Issuer, such security interest will secure payment of the Account balance. Notwithstanding contrary provisions of any obligation of Customer to Issuer, Issuer waives any security interest which either of them has or may have in any property that is or becomes the principal dwelling of the Customer or any other person as security for payment of the Account balance.

10. **CREDIT INVESTIGATION.** Customer authorizes Issuer at any time to make credit investigations which are deemed necessary in Issuer's discretion and to furnish financial statements which may be requested at any time and in sufficient detail as Issuer may require.

11. **CANCELLATION.** Customer may cancel this Agreement upon notification in writing to the Issuer which notice must include all unexpired cards and unused checks or any other Access Device that have been issued. If the Account is cancelled, Customer shall be responsible to pay all amounts due prior to such cancellation including amounts that have not yet been billed to customer.

12. **AMENDMENT.** Issuer may amend or modify these terms and conditions at any time, effective forty-five (45) days after written notice thereof is mailed to Customer. Any changes in these terms and conditions, including, without limitation, changes in the ANNUAL PERCENTAGE RATE and the Periodic Rate, shall be effective to future Purchases and Cash Advances. Issuer may, in its sole discretion, waive imposition of the Annual Fee, Late Payment Fee, or any other provision(s) of these Account terms and conditions, however, Issuer shall have no obligation to do so, and any such waiver shall be limited to the particular instance or transaction involved and shall not constitute a waiver or authorize the non-observance of the same or any other provision of these Account terms and conditions on any other or future occasion.

13. **INTERNATIONAL TRANSACTIONS.** For Visa Accounts, Purchases and Cash Advances occurring in foreign countries and billed in foreign countries will be billed to your Account in U.S. dollars. The exchange rate for transactions in a foreign currency will be 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 plus the one percent (1%) Foreign Transaction Fee.

14. Except to the extent superseded by Federal Law, this Agreement shall be subject to and interpreted under the laws of the Commonwealth of Kentucky, with all interest and assessments authorized pursuant to KRS 286.6.

15. A Visa Card may not be used for any illegal transaction.