

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, 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.

2. **UNAUTHORIZED USE.** You must notify the Issuer of loss, theft or unauthorized use of your Visa account by telephone Toll Free 1-800-876-9119 during business hours, or 1-800-321-5880 after business hours, or Customer Service, P.O. Box 30495, Tampa, FL 33630 Attention: Security Department orally or in writing. An Issuer may, to the extent allowed under applicable law, increase the limit of the Cardholder's liability for unauthorized Visa transactions only if the Issuer determines that the Cardholder 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 those described in Paragraph 4 hereof, and which 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 FINANCE CHARGE, and such of the Annual Membership Fee, Reissue Fee, Processing Fee, Document Fee, and/or Late Payment Fee (the "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. 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. 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. FINANCE 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, FINANCE 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 FINANCE 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. FINANCE 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) **Documents.** If a copy of any monthly statement or similar document is provided by the Issuer at the Customer's request (other than in connection with billing inquiries or resolution), a document fee ("Document Fee") in the amount of \$3.00 will be imposed. If the customer requests a copy of a Sales Draft to verify a signature, a draft copy fee ("Draft Copy Fee") in the amount of \$10.00 will be imposed.
- (c) **Late Payment Fee.** If a payment of at least the amount of the minimum required payment is not received by the Payment Due Date, a late payment fee of \$30.00 will be imposed.
- (d) **Processing Fees.** 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 processing fee ("Processing Fee") of \$27.00 will be imposed. A Phone Payment Fee of \$6.00 will be imposed.
- (e) **Annual Membership Fee.**  
Consumer Card. "NONE"  
Business Card. Customer agrees to pay Issuer an annual fee ("Annual Membership 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 Membership Fee will be charged irrespective of whether FINANCE CHARGE is incurred on the Account, and no FINANCE CHARGE incurred will be credited in whole or in part to payment of the Annual Membership Fee. The Annual Membership Fee is payable in advance for each year, and will be charged to the Account annually. No refund of any part of the Annual Membership Fee will be made in the event of cancellation of the Account or return of the Card for any reason.

(f) **Fee For Replacement of Lost or Stolen Cards.** The Issuer may charge your Account a fee in the amount of \$6.00 for each credit card issued to replace a lost or stolen card. This will be charged to your Account and treated as a purchase.

6. **FINANCE CHARGE.** The FINANCE CHARGE is applied to Customer's Average Daily Balance, and is determined by multiplying the monthly Periodic Rate times the Average Daily Balance(s), both of which, if applicable, will be disclosed on the face of the statement. The "Average Daily Balance" is the sum of the outstanding balances for each day of the billing cycle divided by the number of days in the billing cycle, computed separately for Cash Advances and for Purchases, excluding unpaid FINANCE CHARGES, and, if the Purchases Previous Balance was paid in full on or before the applicable Payment Due Date, also excluding new Purchases posted to the Account during the billing cycle and the Purchases Previous Balance.

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

**Cash Advance Limit and Fee.** Cash Advances are limited to one-half of the Credit Limit or \$2500.00, whichever is less. A Finance Charge will be computed on the amount of each cash advance as of the date of the transaction. The Finance Charge will be 3% of the cash advance with a Minimum Finance charge of \$3.00 and maximum of \$25.00 for a Consumer card and \$40.00 for a Business card. Any Cash Advance Fee Finance Charge may increase the actual Annual Percentage Rate.

7. **ANNUAL PERCENTAGE RATE.** The Finance 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 rate 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 Finance 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 dies or 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 in any property created in any previous transaction 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. Issuer also waives any security interest and funds on deposit with creditor.

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 with respect to any balances then outstanding as well as to future Purchases and Cash Advances. Issuer may, in its sole discretion, waive imposition of the Annual Membership Fee, Reissue Fee, Processing Fee, Document Fee, or 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%) International 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.