



Member FDIC

## HELOC Card Use Agreement

By agreeing to receive a HELOC Access Card ("Card") to access your Republic Bank Home Equity Line Of Credit Plan Account (HELOC Account or Account), you understand and agree that:

The meaning of the words in this Agreement have the same meaning as the words utilized in your Home Equity Line of Credit Agreement and Disclosure Statement ("HELOC Agreement"). All terms and conditions of your HELOC Agreement are applicable to this Agreement. In this Agreement, the words (a) "you", "your" and "yours" mean the person(s) entering into this Agreement: (b) "we", "us", "our" and "Bank" mean Republic Bank & Trust Company, Louisville, Kentucky.

If your HELOC Account is accessed by the Card, it constitutes a method to obtain credit under your HELOC Agreement. If applicable, see your HELOC Agreement for terms and conditions and fees that apply to your Account.

**Advances.** You may use your Card to receive cash advances or make purchases. ATM transactions are not permitted on your card.

**International Transaction Fee.** Transactions processed outside the United States will be charged an International Transaction Fee of 3% of each transaction in United States dollars.

**Rush Card Fee.** Domestic \$25.00, International \$100

**Maximum obligation limit. Kentucky residents only.** You may reduce the maximum amount of credit specified in the mortgage by sending via certified mail, return receipt requested, or physically delivering to the Bank at the address and to the person or department, if any, mentioned in the agreement, a written request signed and acknowledged by all debtors obligated under the line of credit. KRS 382.385.

**Ownership of Cards.** Any Card or other credit instrument or device which we supply to you is our property and must be returned to us or our agent immediately upon demand. If we ask, you will destroy the Card by cutting it in half, and will surrender it to us or our agent, mail it to us, or drop it off at any of our offices that we direct.

**Individual Liability.** You agree to sign in the space provided for authorized signatures on the Card before the Card is used. You as an HELOC Account Cardholder will be liable for all credit obtained under the Account. If there is more than one Cardholder then each will be liable, jointly and severally, for all credit obtained under the Account, as well as all Finance and Other Charges provided for in this Agreement.

**Card Used by Others.** If you authorize another person to use a Card to obtain credit on your HELOC Account and entrust a Card to him or her for that purpose, you agree that such authorization shall continue in effect for as long as that person has the Card, that you will be liable for all charges to the HELOC Account arising from use of the Card by such person during that time, and, that no revocation of such authorization by you will be effective or binding on us until you recover possession of the Card to our satisfaction. Misuse of a Card by an authorized User will not be considered to be unauthorized use.

**Honoring of Card.** We will not be responsible for and shall have no liability for the failure or refusal of a merchant, a financial institution, an ATM, or any third party to honor the Card or any other credit instrument or device we supply to you. Although you may have a line of credit available, we will not be liable for failure to authorize credit for a particular transaction due to operational difficulties or mistakes. Transactions made above a certain dollar amount may require authorization by us before the transaction is approved. The number and amount of transactions you make in one (1) day may be limited since we may limit the number of authorizations which may be given. These restrictions are for security reasons. As a result, we cannot explain the details of how our authorization system works. Neither we nor our agents will be responsible or have any liability if authorization for a transaction is not given. If your HELOC Account is over-the-limit or delinquent, authorization of credit for transactions may be declined.

**Account Monitoring.** When you give us your phone number, we have your permission to contact you at that number about all your Republic Bank accounts. Your consent allows us to use artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. If the phone number you provide is your cell phone number, you give us consent to use text message in addition to the communication methods listed above for informational and account service messages, but not for telemarketing or sales messages. Message and data rates may apply. To opt-out of this service or update your preferences call us at 1-888-584-3600 or write us at:

**Contact Center**  
**Republic Corporate Center,**  
**601 West Market Street, Louisville, Kentucky 40202**

**Results of Default.** If you are in default, we may refuse to pay transactions including any pending transactions that would require us to make an additional loan to you and demand that you return all devices used to obtain Credit Advances. Other applicable HELOC Agreement terms and conditions apply.

*We may amend this HELOC Card Opt-In Addendum from time to time. This Addendum is incorporated into and made a part of the HELOC Agreement and Disclosure Statement or other documents which you executed in connection with the opening or use of your HELOC Plan and Account. The terms and conditions set forth in this Addendum amend and supersede any prior Addendums governing your HELOC Card.*