



Visa Cardholder Agreement

1. *Definitions; Your Agreement to these Terms and Conditions.* In this Agreement, “we”, “us” and “our” refer to UMB Bank, n.a. “You” and “your” refer, jointly and severally, to each individual who applies for or accepts a Visa credit card issued in connection with an Account we own. “Account” means your Visa credit card account with us. Credit “Card” or “Cards” refer to the Visa cards, checks and Account number issued in connection with your Account. When you apply for a Card or when you accept a Card by signing, using or consenting to the use by others of your Card, you agree to the following terms and conditions.

2. *Use of Your Account.* The terms and conditions in this Agreement govern your Card and all credit extended to you under this Agreement. You should sign your Card before you use it. The Card is our property, and you must surrender it to us upon our request. We may cancel your Card and related privileges at any time. You hereby request us to issue a renewal Card on or before the expiration date. We may deny Card transactions if we have reasonable grounds to believe that the transaction may be fraudulent or unauthorized, or if the transaction originates from a country in which we have recently experienced significant fraudulent Card activity. We have no responsibility for any failure to honor your Card or for any retention of your Card by any machine, merchant, financial institution or any other person. You agree to use the Card only for legitimate purposes and not for any illegal transaction.

3. *Credit Limit.* We have established for your Account the initial “Credit Limit” indicated on the Card carrier to which your new Card is attached. We reserve the right at any time to increase or decrease your Credit Limit. You agree not to use or permit use of your Card for any Purchase Advance or Cash Advance (as those terms are defined in [Section 4](#) below) (each an “Advance”) that (a) is in excess of your Unused Credit Limit (as defined below) at the time such Purchase Advance or Cash Advance is made or (b) would cause the balance of your Account to exceed your Credit Limit. You further agree that we are under no obligation to authorize or permit any such Advance. At any given time, your “Unused Credit Limit” will be equal to your Credit Limit minus the unpaid balance of your Account and minus all Advances made on, but not yet posted to, your Account. We are not required to honor your Card or authorize any Advance if your Account is in default or if your credit privileges have been suspended or terminated. We may elect to authorize or make an Advance under circumstances (including those described above) where we are not obligated to do so, and by doing so we will not be deemed to have given up any of our rights or to have agreed to make any additional Advances under any of those circumstances in the future.

4. *Purchase Advances and Cash Advances.* Any credit we extend to you is referred to herein as an “Advance.” Subject to the other terms of this Agreement, we agree to make Advances which, at the time such Advance is to be made, are not in excess of your Unused Credit Limit, to pay for: (a) the purchase of goods and services from any authorized Visa merchant and the purchase of authorized credit insurance or debt protection coverage on your Account (“Purchase Advances”), and (b) any cash advances made to you or on your behalf through use of your Card, by financial institutions, automated teller machines or others authorized to make Visa cash advances and other transactions that are equivalent to cash, including, but not limited to, purchases of wire transfers, money orders, and travelers cheques (“Cash Advances”).

5. *Balance Transfers.* You may obtain an Advance under this Agreement to transfer the balance of an account you have with another creditor to your Account with us (a “Balance Transfer”) in several different ways. Depending on the method you use to obtain the Balance Transfer, the transfer may be treated as a Purchase Advance or a Cash Advance under this Agreement.

(a) If you use an instrument or a form that we have provided with the words “Balance Transfer Check” or “Balance Transfer Request” printed on it, or if you obtain a Balance Transfer by calling our Service Center at 800-821-5184, we will treat the Balance Transfer as a Purchase Advance under this Agreement. Balance Transfers that are treated as Purchase Advances incur a Balance Transfer Fee in the amount shown on the Table of Current Fees below, unless our Service Center or the special promotional materials we provide to you in connection with the Balance Transfer indicate that no Balance Transfer Fee applies. The Balance Transfer will be posted to your Account as set forth in [Section 9](#) below, and periodic rate finance charges on Balance Transfers that are treated as Purchase Advances will begin to accrue as set forth in [Section 12](#) below.

(b) If you use an instrument that we have provided with the words “Convenience Check” or “Cashway Check” printed on it (or if you create another instrument with the same routing and transit information on it) to make a payment to another cred-

it on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question or report you as delinquent. We can continue to bill you the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we can not collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right: (a) you must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and (b) the purchase price must have been more than \$50. These limitations do not apply if we own or operate the merchant or if we mailed you the advertisement for the property or services.

SEND INQUIRIES AND BILLING ERROR NOTICES TO

Card Services, P.O. Box 419734, Kansas City, MO 64141-6734, or call (800)821-5184. Telephoning us will not preserve your Billing Error Rights.

IMPORTANT INFORMATION

Change of Address

If your name or address changes, please notify us of the change by writing to us on a separate sheet at Card Services, P.O. Box 419734, Kansas City, Missouri 64141-6734.

Payments

In order to be credited to your account on the date received, your payment must be accompanied by the top portion of your statement and must be received at P.O. Box 219736, Kansas City, MO 64121-9736 by 10 a.m. Payments received at such location after 10 a.m. will be credited on the following business day, and payments received at any other address will be credited promptly but may be delayed up to five (5) days.

Unauthorized Use of Your Visa Account

You may be liable for certain unauthorized use of your Card if it occurs before you notify us. Visa operating rules will reduce your liability under some circumstances. Visa has imposed certain restrictions on the amount that we may charge a Cardholder for the unauthorized use of a Card. In general, when the Card is used for a Visa transaction (other than an ATM transaction or a transaction on a commercial card), you have no liability. You must promptly report the claim to us, and you must not have acted grossly negligent or fraudulently in handling your Card. The Visa rules will apply to all applicable losses as a result of unauthorized use of the Card, unless the Visa rules are repealed or revised.

your Card with another Card.

26. *Assignment of your Account.* You may not assign or transfer your Account to another person. You agree that we may, at any time, assign and transfer your Account, this Agreement and our rights and obligations under this Agreement, without your consent or notice to you. The assignee of your Account and this Agreement shall be entitled to all of our rights under this Agreement.

27. *Credit Information.* You agree that we and any of our affiliate banks may share with one another, and use and rely upon, information which each may have relating to you and to the checking, credit, deposit, loan, savings and other accounts which you have, have had or may have in the future with us or them, unless you have given us notice that you opt out of information sharing with our affiliates in the manner set forth in our Privacy Policy. You also agree we and any of our affiliate banks may make credit inquiries about you and, in response to credit inquiries, may give information about you and your Account to others. In addition, Issuer may provide personal information about you to Visa USA (as applicable), its members or their or our respective contractors for the purpose of providing emergency cash and emergency card replacement services, to fulfill any rewards you earn if you participate in our Rewards Program, or to provide any other Account benefit to which you are entitled. If a name other than UMB Bank appears on the front of your Card, your Card is issued as part of a Co-Brand relationship between UMB Bank and the company shown on the Card. Since the Co-Brand Card provides you services or benefits from both UMB Bank and that company, you agree that information concerning your Card and Account may be shared between UMB Bank and that company from time to time.

28. *Governing Law.* This Agreement, your Card, your Account and all transactions hereunder are governed by Missouri and federal law. The fees and charges that apply to your Account (other than the amount of the Finance Charge that is calculated by applying a Monthly Periodic Rate to your Average Daily Balance) will be governed by Nebraska law, as authorized by Missouri Revised Statutes Section 408.145.

29. *Severability.* The invalidity of any provision of this Agreement shall not affect the validity of any other provision.

30. *Lost or Stolen Cards.* If a Card is lost or stolen, we must be notified at once. You should also notify us if you think someone used your Card without your authorization. You may notify us by letter at the address set forth for Inquiries or Billing Errors at the end of this Agreement, or by telephone at 800-821-5184. You agree to give us complete cooperation in our efforts to recover any stolen Card and amounts due from unauthorized users and in prosecuting unauthorized users.

31. *Security Interest.* The credit extended under this Agreement is not secured by any collateral, even if other agreements which you may have executed would otherwise secure it. We waive, but only with respect to indebtedness arising under this Agreement, any security interest which may otherwise secure the indebtedness arising under this Agreement.

TABLE OF CURRENT FEES.

The following table sets forth the current amount of certain fees referred to in this Agreement.

| | |
|-------------------------------|---|
| Cash Advance Fee | Three percent (3%) of the amount of the Cash Advance, with a \$15.00 minimum and a \$50.00 maximum. |
| Overdraft Protection Fee | Three percent (3%) of the amount of the Advance, with a \$10 minimum and a \$25 maximum. |
| Balance Transfer Fee | Three percent (3%) of the amount of the Balance Transfer, with a \$15 minimum. There is no maximum on the amount of a Balance Transfer Fee. |
| Late Charge | \$15 if New Balance is less than \$100, \$29 if New Balance is from \$100 to \$999.99, \$39 if New Balance is \$1,000 or more. |
| Returned Payment Charge | \$29 |
| Overlimit Charge | \$35 |
| Minimum Finance Charge | \$0.50 |
| International Transaction Fee | Two percent (2%) of the U. S. dollar amount of each Cash or Purchase Advance. |

IMPORTANT INFORMATION ABOUT YOUR BILLING RIGHTS

PERTAINING TO YOUR VISA ACCOUNT

Your Billing Rights - Keep This Notice for Future Use This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Questions About Your Bill If you think your bill is wrong or if you need more information about a transaction on your bill, write to

Account which is returned to us unpaid. The amount of the returned payment charge is set forth in the Table of Current Fees, below. If we convert your check to an electronic debit that is returned to us unpaid, the same return payment charge that applies to checks will apply to the electronic debit.

17. *Overlimit Charge.* If your Account balance is in excess of your then-applicable Credit Limit at any time during a Billing Period, we may, to the extent permitted by applicable law, charge an Overlimit Charge to your Account. We may assess an Overlimit Charge even if your balance is over your Credit Limit because of a finance charge or fee that we imposed. The amount of the Overlimit Charge is set forth in the Table of Current Fees, below. No more than one (1) Overlimit Fee will be applied during a particular Billing Period.

18. *Participation in Rewards Program.* If your account is eligible to participate in a Rewards Program, we may charge the Account an annual membership fee on the date the Account is enrolled in the Rewards Program and on each anniversary of the enrollment of the Account thereafter. Upon participation in the Rewards Program, the annual membership fee is non-refundable for that year and will not be prorated. You may cancel your election for any subsequent year by notifying us within thirty (30) days after the renewal fee appears on your statement. If an annual membership fee is applicable to your Account, it will be set forth on the Card carrier to which your new Card is attached. If we do not currently charge a fee for participation in the Rewards Program, we retain the right to do so in the future. Your participation in the Rewards Program is subject to the Rewards Program rules which we will be sent to you when you enroll in the Rewards Program. Your Rewards balance will appear on your Monthly Statement immediately following your monthly transaction summary.

19. *Documentation Charge.* To the extent permitted by law, if you request a duplicate Monthly Statement or if you request a duplicate check or other document, we may impose a charge determined by us. However, the documentation charge will not be imposed if your request is in connection with a written notice of a billing error.

20. *Liability.* We have no responsibility for any merchandise purchased or services rendered to you through the use of your Card, except for liability that is specifically imposed on us by law. Subject to the rights granted to you by any applicable law, including the Fair Credit Billing Act, you agree to assert only against the seller of the merchandise or services, and not against us, all defenses, rights and claims which you may have relating to goods or services purchased through the use of your Card.

21. *Cancellation.* We may, at any time, without liability to you and without affecting your obligation to pay all amounts you owe to us, cancel all credit available to you, suspend or terminate your Account and revoke your Card. All Cards are owned by us. You agree, upon our demand, to immediately surrender your Card to us cut in half. You agree that, even if your Card is revoked, you will remain responsible for all obligations which you incur under this Agreement.

22. *Delayed Enforcement.* We may delay enforcing our rights under this Agreement without waiving those rights. Our failure to exercise any of our rights when you default does not mean we are unable to exercise those rights upon later default. We may accept late or partial payments, as well as payments marked “payment in full” or with other restrictive endorsements, without losing any of our rights under this Agreement. Any payment amount in excess of the Minimum Payment will not be applied in satisfaction of future Minimum Payments.

23. *Default.* To the extent permitted by applicable law, and upon satisfaction of any notice requirements and/or expiration of any cure period required by applicable law, your Account will be in default and we may declare it to be immediately due and payable in full without giving you any other prior notice, and, thereafter, we may exercise any right or remedy under this Agreement and applicable law (including, without limitation, the right to revoke your Card privileges) if: you fail to make any required Minimum Payment by the Payment Due Date shown on your Monthly Statement; your balance at any time exceeds your Credit Limit; you fail to comply with any term of this Agreement; you die or become legally incompetent; you become insolvent or bankrupt; you provide us with false or misleading information or signatures at any time; you fail to make any payment or perform any promise in any other agreement or obligation you owe us; or any judgment, lien, attachment or execution is issued against you or your property.

24. *Collection Charges.* In the event we refer your Account to an attorney who is not our salaried employee, you agree to pay all charges and expenses, including reasonable attorney fees and litigation expenses, to the extent permitted by applicable law. This Section does not apply to you if you are a resident of the state of Nebraska, Iowa or any other state that prohibits contracting for or charging of attorney fees with or to its residents.

25. *Amendment.* We can change the terms of this Agreement without notice to you, unless notice is required by applicable law. If such notice is required by law, we will send you notice at your address shown on our records. Any amendment will become effective at the time we state in our notice to you or, if no notice is required, as permitted by applicable law. To the extent permitted by applicable law, the amended Agreement (including any higher Finance Charge or other charges) will apply to the entire unpaid balance existing on your Account before the amendment became effective. We may, at any time, add new credit services or replace

of the Same-as-Cash Purchase has not been paid, the periodic rate finance charges that accrued on the Same-as-Cash Purchase during the prior Billing Periods of the Deferral Period, and a periodic rate finance charge on the unpaid balance of the Same-as-Cash Purchase for the Current Billing Period, will be charged to your Account.

(iii) All other Purchase Advances (including Promotional items, but excluding Same-as-Cash Purchases) and return payment charges and documentation charges first posted to your Account during the Current Billing Period incur a periodic rate finance charge from the date they are posted to your Account until they are paid in full, unless (A) the New Balance (after subtracting all Deferrals) shown on your Previous Monthly Statement was zero or was paid in full on or before the Payment Due Date shown thereon, and (B) the New Balance (after subtracting all Deferrals) shown on your Current Monthly Statement is paid in full the Payment Due Date shown thereon. If the conditions described in (A) and (B) above are both satisfied, you will avoid periodic rate finance charges on all Purchase Advances (including on Promotional items that are not Cash Advances, and other than accruals on Deferrals), return payment charges and documentation charges first posted during the Current Billing Period. If the condition described in (A) above (relating to the payment of your prior balance) is satisfied, but the condition described in (B) above (relating to the payment of your current balance) is not satisfied, then, at the beginning of the immediately following Billing Period, a periodic rate finance charge will be assessed on all Purchase Advances (including Promotional items that are not Cash Advances, but excluding Deferrals) first posted to your Account during the Current Billing Period; the amount of such Finance Charge (exclusive of Finance Charges on Promotional items) will appear on your immediately following Monthly Statement, and will show the dollar amount of the Current Billing Period Purchase Advance Average Daily Balance on which it was calculated (such Purchase Advance Average Daily Balance will be identified on such following Monthly Statement as your “Average Daily Balance” for the “Previous Billing Period”).

13. *Monthly Payment.* On or before the Payment Due Date shown on each Current Monthly Statement, a minimum portion of the New Balance (after subtracting all Deferrals) stated thereon must be paid (the “Minimum Payment”). The Minimum Payment amount is any prior Minimum Payment remaining unpaid plus the greater of (a) \$10.00 or (b) the sum of 1% of the New Balance (excluding Deferrals) plus total billed periodic rate finance charges (see [Section 12\(b\)](#) of this Agreement), plus any Late Charges and Overlimit Charges that are shown on the Current Monthly Statement. You may prepay the balance of your Account in full or in part at any time without any prepayment charge. When you provide a check as payment, you authorize us either to process the payment as a check transaction or to use information from your check to make a one-time electronic fund transfer from your account at the institution holding your checking account. When we use your check to make an electronic payment, we will send the information from your check, such as your financial institution’s routing number, your checking account number, your check number and the amount of your payment, to that institution electronically. The institution holding your checking account will deduct the payment and show the transaction on your bank statement with our name as a one-time electronic debit. Your check number and a description such as “Account Payment” may also be included. Because we send the transaction electronically, we do not send the original check to that financial institution, and you will not receive your check in your statement from that financial institution. We will destroy your original check and retain only an image. If your electronic payment is returned to us unpaid, we can resubmit the check or the electronic payment as permitted by applicable payment system rules. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment.

14. *Late Charge.* If you fail to pay the minimum portion of your New Balance, as required in [Section 13](#) of this Agreement above (titled “Monthly Payment”) by the Payment Due Date reflected on the next Monthly Statement (which will be no less than 20 days after the Statement Closing Date shown on the Current Monthly Statement), we may assess a late payment charge to your Account. The amount of the late charge depends on the amount of the New Balance shown on the Monthly Statement for the Billing Period during which the payment was not received. The amount of the fee is set forth in the Table of Current Fees, below.

15. *Application of Payments.* Payments will be applied as we determine and in accordance with applicable law, and we may, from time to time, change the method by which payments are applied. However, we will not apply any portion of your payments against Same-as-Cash Purchases during their respective Deferral Periods until the entire remaining balance of your Account has been paid in full. We reserve the right to apply your payments and credits to lower APR balances before paying off higher APR balances.

16. *Returned Payment Charge.* We may, to the extent permitted by applicable law, charge a returned payment charge to your Account for each check, draft or other similar instrument or an electronic debit sent to us as payment on your

itor, or for any other purpose including a Balance Transfer, we will treat the transaction as a Cash Advance under this Agreement. Balance Transfers that are treated as Cash Advances incur the Cash Advance Fee set forth in the Table of Current Fees below. The Balance Transfer will be posted to your Account as set forth in [Section 9](#) below, and the periodic rate finance charge on Balance Transfers that are treated as Cash Advances will begin to accrue as set forth in [Section 12](#) below.

(c) Regardless of the method you use to obtain a Balance Transfer, you may not obtain a Balance Transfer to make a payment on this Account or on another account you have with us or with any of our related banks. We may refuse to make the Advance or return any such check or draft unpaid, even if you have a sufficient Unused Credit Limit to complete the transaction. Because we make Balance Transfers by check and send them to other creditors through the mail, there may be a delay in posting the Balance Transfer as a payment to your account with the other creditor, and you are responsible for keeping payments to the other creditor current. You are responsible for supplying us with correct information that identifies your account with the other creditor, and we are entitled to rely on the information you give us in processing Balance Transfer requests. If you ask us to stop a payment on a balance transfer you have requested, your stop payment request must reach us before we have become accountable for the payment, and we have a reasonable period of time to process your request. The amount of any Balance Transfer we process for you will be reflected on your Monthly Statement, but we do not return paid Balance Transfer checks with your Monthly Statement.

6. **Overdraft Advances.** (a) You or any person responsible to us for repayment of your Account may arrange with us to have your Account provide overdraft protection for an eligible UMB checking account in which any of you has an ownership interest. Your Account can only provide overdraft protection for one checking account. If you have requested and we have agreed to provide such overdraft protection, the terms and conditions governing that coverage are set forth in a separate agreement that supplements this Agreement, which we will send you when we establish your overdraft protection.

(b) In this Agreement, an Advance from your credit card Account to cover an overdraft in your checking account is called an **"Overdraft Advance"**. Any Overdraft Advance will be treated as a Cash Advance under this Agreement, except that, for each Overdraft Advance, we charge the Overdraft Advance Fee shown in the Table of Current Fees below, instead of charging the Cash Advance Fee. Each Overdraft Advance will be made in \$100 increments. The Overdraft Advance will be posted to your Account as set forth in [Section 9](#) below, and the periodic rate finance charge on an Overdraft Advance will accrue as set forth in [Section 12](#) below.

7. **Promise to Pay.** You agree to repay all Advances and all credit extended by us on your Account, whether through the use of your Card or Account by you or by anyone authorized by you or for which you are otherwise legally responsible. You agree to repay, in accordance with the terms of this Agreement, all Advances, Finance Charges and other charges as provided in this Agreement.

8. **Monthly Statements.** We will send to you a monthly statement ("**Monthly Statement**") that shows you all Advances, Finance Charges, payments, credits and other transactions on your Account during your most recent "**Billing Period**." A Billing Period covers the approximate thirty (30) day period that ends on the "**Statement Closing Date**" reflected on each Monthly Statement, such Billing Period having begun on the day following the Statement Closing Date stated on the Previous Monthly Statement. Each Monthly Statement will show the total amount ("**New Balance**") you owe us at the end of the Billing Period as a result of Advances, Finance Charges, other charges and payments and credits on your Account. Each Monthly Statement also will show a "**Minimum Payment**" that is calculated in accordance with [Section 13](#) of this Agreement. The Minimum Payment will never exceed the New Balance. You agree to pay us, on or before the "Payment Due Date" shown on each Monthly Statement, the New Balance or, at your option, the Minimum Payment shown. The Payment Due Date will be no less than 20 days after the Statement Closing Date of the Billing Period reflected on the Monthly Statement.

Payments we receive by 10 a.m. on any banking day at the payment address shown on your Monthly Statement will be credited to your Account as of that day. Payments we receive at any other address may be subject to a delay in crediting of up to five (5) days after the date of receipt. For purposes of this Agreement, the "**Current Monthly Statement**" refers, at any given time, to the most recent Monthly Statement we have sent to you; the "**Current Billing Period**" refers to the Billing Period covered by the Current Monthly Statement; the "**Previous Monthly Statement**" refers to the Monthly Statement immediately preceding the Current Monthly Statement; and the "**Previous Billing Period**" refers to the Billing Period covered by the Previous Monthly Statement.

9. **Posting of Advances.** Each Cash Advance will be posted to your Account as of the date the cash is advanced. If, however, the Cash Advance is a Balance Transfer obtained through use of a "Convenience Check," a "Cashway Check" or similar instrument (see [Section 5](#) above), it will be posted as of the date the check or draft is received by us. Each Overdraft Advance will be posted to your Account as of the day your overdraft occurs. Each Purchase Advance will be posted to your Account as of the date the Purchase was made, but if the transaction is a Balance Transfer that you request through our Service Center or by using a "Balance

Transfer Check" or "Balance Transfer Request Form" that we provide (see [Section 5](#) above), the Balance Transfer will be posted to your Account with us within one (1) business day of our processing your request. If, however, a Cash Advance or Purchase Advance is made too late in a Billing Period to be posted on the Monthly Statement applicable to that Billing Period, the Cash Advance or Purchase Advance will be posted as of the first day of the next Billing Period.

10. **Foreign Transactions.** (a) Currency Conversion. If a Cash Advance or Purchase Advance is made in a currency other than U. S. dollars, Visa USA will convert the Advance into U. S. dollars. The exchange rate used to convert the transaction currency into the billing currency for processing international transactions is 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.

(b) International Transaction Assessment Fee. We will assess a fee equal to 2% of the U. S. dollar amount of each Cash Advance or Purchase Advance occurring in a country outside the United States or a U. S. Territory. This fee is in addition to any applicable Cash Advance Fee (see [Section 12\(c\)](#) below). The International Transaction Assessment Fee will be included in the amount of the Purchase Advance or Cash Advance, as applicable. The amount of the fee will also be separately itemized on your Periodic Statement below the Transaction description. The Monthly Periodic Rate and corresponding Annual Percentage Rate that apply to your Purchase Advances or Cash Advances also apply to the International Transaction Assessment Fee, as applicable (see [Section 12\(d\)](#) below).

11. **Promotional Programs; Same-as-Cash Purchases; Interest Deferral Period.** (a) From time to time, you may be notified (on or by an insert in a Monthly Statement, in-store promotional literature, an advertisement in a publication or otherwise) of one or more promotional programs. Promotional programs that involve Purchase Advances for goods or services of a stated type and amount on which periodic rate finance charges are deferred for a specified number of days (the "**Deferral Period**"), and that do not have to be repaid until the end of the Deferral Period, will be referred to as "**Same-as-Cash Purchases**." The notice will refer to each such promotional program as "Same-as-Cash" and will describe the promotional period during which Same-as-Cash Purchases can be made, the dollar amount and type of purchases that qualify and the number of days in each Deferral Period.

(b) Although the unpaid amount of each Same-as-Cash Purchase will be included in the New Balance reflected on your Monthly Statements, it will be excluded from your New Balance, for the duration of its Deferral Period, for purposes of calculating the minimum monthly payment you are required to make under [Section 13](#) of this Agreement below, titled "Monthly Payment." Each amount so excluded will be called a "**Deferral**." At the end of the Deferral Period, if the full amount of a Same-as-Cash Purchase has not been paid, the periodic rate finance charges that accrued on the Same-as-Cash Purchase during the prior Billing Periods of its Deferral Period, and a periodic rate finance charge on the unpaid balance of the Same-as-Cash Purchase for the Current Billing Period, will be charged to your Account. A periodic rate finance charge on a Same-as-Cash Purchase whose Deferral Period has expired will continue to be charged to your Account during each following Billing Period in which any portion of the Same-as-Cash Purchase remains unpaid.

(c) If additional types of special promotional programs (in addition to "Same-as-Cash" programs) are offered to Cardholders, the terms and conditions of each such program, together with appropriate disclosures and terms that modify and supplement those set forth in this Agreement, will be provided at or before the time a qualifying Purchase Advance or Cash Advance can be made under such program. Advances made under such promotional programs will be referred to as "Promotional items." For example, when you obtain a Balance Transfer through our Service Center or by using a "Balance Transfer Check" or "Balance Transfer Request Form" that we provide (see [Section 5](#) above), the special promotional offer may involve a fixed rate of interest on the Balance Transfer for a specific period of time. Periodic rate finance charges, if any, will be assessed on these Balance Transfers from the date your Balance Transfer is posted to your Account with us. After the special promotional period has ended, any unpaid amount from the Balance Transfer will incur the periodic rate finance charges applicable to Purchase Advances as determined in this Agreement.

(d) The "Transaction Information" section on the front of your Monthly Statement will reflect the amount of each Same-as-Cash Purchase and each Promotional item posted to your Account, together with the date on which the Deferral Period for a Same-as-Cash Purchase will expire or the date the promotional period for the Promotional item will end.

12. **Finance Charge; Periodic Rate; Annual Percentage Rate; Grace Period.** (a) Finance Charge; Minimum Finance Charge. Subject to the exceptions and conditions stated below, you agree to pay a "**Finance Charge**" on your Account. The Finance Charge may include, as applicable, a periodic rate finance charge on your Account balances (see subsection (b) below), and a transaction-based fee (see subsection (c) below). A minimum Finance Charge will be charged to your Account for any Billing Period in which a Finance Charge is due. The amount of the mini-

mum Finance Charge is set forth in the Table of Current Fees, below. The total Finance Charge, if any, charged to your Account each Billing Period will be shown in the "Account Summary" section on the front of the first page of each Monthly Statement.

(b) Periodic Rate Finance Charge. Subject to the provisions of subsection (g) below, the periodic rate finance charge will be calculated by multiplying the applicable periodic rate (described in subsection (d) below) times the "**Cash Advance Average Daily Balance**", the "**Purchase Advance Average Daily Balance**" and each "**Same-as-Cash Purchase (or Promotional item) Average Daily Balance**" of your Account for the Current Billing Period and, if applicable, times the Purchase Advance Average Daily Balance of your Account for the Previous Billing Period. The Periodic Rate Finance Charge Information box on the front of the last page of your Monthly Statement will show your Cash Advance Average Daily Balance and your Purchase Advance Average Daily Balance for the Current Billing Period. This information appears on the first line in the row titled "Cash Advances (Current Billing Period)" and "Purchases/Debits (Current Billing Period)," respectively, and, if applicable, will show your Purchase Advance Average Daily Balance for the Previous Billing Period on the first line in the row titled "Purchases/Debits (Previous Billing Period)." Each Same-as-Cash Purchase (or Promotional item) Average Daily Balance for the Current Period will be disclosed as the "Current Promotional Average Daily Balance" in the "Transaction Information" section on the front of your Monthly Statement, below the particular Same-as-Cash Purchase or Promotional item to which it applies.

To calculate the Cash Advance Average Daily Balance for the Current Billing Period, we add together the "Cash Advance Daily Balance" for each day in the Current Billing Period and divide that sum by the number of days in the Current Billing Period. To calculate the Purchase Advance Average Daily Balance for the Current Billing Period, we add together the "Purchase Advance Daily Balance" for each day in the Current Billing Period (exclusive of Same-as-Cash-Purchases and other Promotional items) and divide that sum by the number of days in the Current Billing Period. To calculate each Same-as-Cash Purchase (or Promotional item) Average Daily Balance for the Current Billing Period, we add together the Same-as-Cash Purchase (or Promotional item) Daily Balance for each day in the Current Billing Period and divide that sum by the number of days in the Current Billing Period.

We calculate the "Cash Advance Daily Balance," the "Purchase Advance Daily Balance" and the "Same-as-Cash Purchase (or Promotional item) Daily Balance" for each day in the Current Billing Period as follows:

(i) If the New Balance (after subtracting all Deferrals) shown on your Previous Monthly Statement was zero or was paid in full on or before the Payment Due Date shown thereon, then (A) the Cash Advance Daily Balance for each day of the Current Billing Period is calculated by taking the amount of all of your posted unpaid Cash Advances as of the beginning of that day, adding any new Cash Advances posted to your Account as of that day, and subtracting any portion of any payments or credits posted to your Account as of that day that were applied against your posted unpaid Cash Advances, and (B) the Purchase Advance Daily Balance for each day in the Current Billing Period will be zero, and the Purchase Advance Average Daily Balance will not be computed during the Current Billing Period.

(ii) If, however, the New Balance (after subtracting all Deferrals) shown on your Previous Monthly Statement was not paid in full on or before the Payment Due Date shown thereon, then (A) the Cash Advance Daily Balance for each day in the Current Billing Period is calculated in the same way as described in subsection (b)(i)(A) above; and (B) the Purchase Advance Daily Balance for each day in the Current Billing Period is calculated by taking the amount of all posted unpaid Purchase Advances (exclusive of Same-as-Cash Purchases and Promotional items) and return payment charges and documentation charges on your Account as of the beginning of that day, adding any new Purchase Advances (other than Same-as-Cash Purchases and Promotional items) and return payment charges and documentation charges posted to your Account as of that day, and subtracting any portion of any payments or credits posted to your Account as of that day that were applied against your posted unpaid Purchase Advances (other than Same-as-Cash Purchases and Promotional items) and return payment charges and documentation charges.

(iii) Each Same-as-Cash Purchase (or Promotional item) Daily Balance for each day in the Current Billing Period is equal to the difference between the original amount of the Same-as-Cash Purchase or Promotional item and the sum of all payments or credits posted to your Account prior to and as of that day that were applied against the Same-as-Cash Purchases or Promotional item. The Purchase Advance Average Daily Balance for the Previous Billing Period (exclusive of Same-as-Cash Purchases and Promotional items) is calculated by adding together the Purchase Advance Daily Balance for each day in the Previous Billing Period, and dividing that sum by the number of days in the Previous Billing Period. The Purchase Advance Daily Balance for each day in the Previous Billing Period is calculated by taking the amount of all Purchase Advances (other than Same-as-Cash Purchases and Promotional items) and return payment charges and documentation charges first posted to your Account during the Previous Billing Period that remain unpaid as of the beginning of that day, adding any new Purchase Advances

(other than Same-as-Cash Purchases and Promotional items) and return payment charges and documentation charges posted to your Account as of that day, and subtracting any portion of any payments or credits posted to your Account as of that day that were applied against your unpaid Purchase Advances (other than Same-as-Cash Purchases and Promotional items) and return payment charges and documentation charges.

(c) Transaction-Based Finance Charges. (i) A Cash Advance Fee will be charged to your Account for each Cash Advance, including a Balance Transfer that is treated as a Cash Advance (see [Section 5](#) above). The amount of the Cash Advance Fee is set forth in the Table of Current Fees, below. The Cash Advance Fee will be charged to your Account as of the first day of the Billing Period immediately following the Billing Period in which the Cash Advance was made. The Cash Advance Fee is a Finance Charge and will be added to your Cash Advance Daily Balance as of the date of the Cash Advance.

(ii) A Balance Transfer Fee will be charged to your Account for each Balance Transfer that is treated as a Purchase Advance (see [Section 5](#) above) in the amount set forth in the Table of Current Fees, below. This fee is a Finance Charge and is added to the Purchase Advance Daily Balance within one (1) business day after we process your request.

(iii) An Overdraft Advance Fee will be charged to your Account for each Overdraft Advance. The amount of the Overdraft Advance Fee is shown in the Table of Current Fees, below. The Overdraft Advance Fee will be charged to your Account as of the first day of the Billing Period immediately following the Billing Period in which the Overdraft Advance was made. The Overdraft Advance Fee is a Finance Charge and will be added to your Cash Advance Daily Balance as of the date of the Overdraft Advance.

(d) Periodic Rate and Annual Percentage Rate for Purchase Advances and Cash Advances. (i) A monthly periodic rate, and a corresponding Annual Percentage Rate, is used to calculate any periodic rate finance charge on the Cash Advance Average Daily Balance and on the Purchase Advance Average Daily Balance of your Account. The monthly periodic rate and corresponding Annual Percentage Rate for Cash Advances and for Purchase Advances may be different. Each such rate will be identified as the applicable "Monthly Periodic Rate" and "Corresponding Annual Percentage Rate" in the Periodic Rate Finance Charge Information box on the front of the last page of your Monthly Statement. Each such monthly periodic rate (and the corresponding Annual Percentage Rate) is a variable rate that is subject to change. The periodic rate **finance charge** for Purchase Advances and for Cash Advances will not exceed **25.00% Annual Percentage Rate**, unless the **Penalty Annual Percentage Rate** applies to your Account, in which case the periodic rate **finance charge** will not exceed **27.90%** (see subsection (f)(iii) below).

(ii) For a specified period of time after your Card is issued (the "**Introductory Period**"), an introductory monthly periodic rate and a corresponding introductory Annual Percentage Rate (the "**Introductory Rate**") will apply to all Purchase Advances (but not to Cash Advances) on your Account, unless your payment history has not been satisfactory. The Introductory Period End Date, the introductory monthly periodic rate and the corresponding introductory Annual Percentage Rate on Purchase Advances are printed on the Card carrier to which your new Card is attached. If the Penalty Margin (defined in subsection (f) below, entitled "Margin") would be applicable, except for the fact that the Introductory Period has not expired, the Introductory Rate on Purchase Advances will increase to the Penalty Annual Percentage Rate determined in accordance with subsection (f)(iii) below. If the increased Penalty Annual Percentage Rate is still applicable on the Introductory Period End Date, the monthly periodic rate (and the corresponding Annual Percentage Rate) used to calculate the periodic rate finance charge on Purchase Advances on your Account will continue to be calculated in accordance with subsection (f)(iii) below until the "Regular Margin" becomes applicable (i.e. you have, for six (6) consecutive Billing Periods, paid the full Minimum Payment as shown on your Monthly Statement on or before the end of the respective Next Billing Period).

(iii) The periodic rate that applies to Cash Advances during the Introductory Period (unless the Penalty Margin has become applicable) and during each calendar month after the Introductory Period, and the periodic rate that applies to Purchase Advances after the Introductory Period (unless the Penalty Margin has become applicable) during each Billing Period that ends during such month, will be determined by taking the applicable "Base Rate" (see subsection (e) below), adding the applicable "Margin" (see subsection (f) below), and dividing that sum by twelve. The variable monthly periodic rate for Purchase Advances and the corresponding Annual Percentage Rate for Purchase Advances that apply as of the date the Card is issued assuming there had been no Introductory Period, and the variable monthly periodic rate for Cash Advances and the Corresponding Annual Percentage Rate for Cash Advances that apply as of the date the Card is issued, are printed on the Card carrier to which your new Card is attached. Because of changes that may occur in the future in the below-described Base Rate, the initial monthly periodic rate (and corresponding Annual Percentage Rate) for Purchase Advances that will apply after the Introductory Period has expired and the monthly periodic rate and the corresponding Annual Percentage Rate for Cash Advances may be different than the rates shown on the Card carrier. The monthly periodic rate (and corre-

sponding Annual Percentage Rate) for Cash Advances and for Purchase Advances may increase if the Base Rate (see subsection (e) below) increases, or if your payment history causes you to no longer qualify for the Regular Margin (see subsection (f), below). The periodic rate will never exceed the maximum rate permitted by applicable law. Any increase may result in an increase in the amount of any periodic rate finance charge charged on your Account and may increase your required Minimum Payment.

(iv) The monthly periodic rate (and the corresponding Annual Percentage Rate) used to calculate any periodic rate finance charge on a particular Same-as-Cash Purchase (or Promotional item) Average Daily Balance of your Account is a fixed or a variable rate, depending on what is stated in the printed material you received in connection with the Same-as-Cash Purchase or Promotional item. If the monthly periodic rate is variable, it is determined in the same way as described in subsection (d) (iii) above, except that the Margin may be different, depending on what is stated in the printed material you received. Each such periodic rate will be identified as the "Promotional Monthly Periodic Rate," followed by its "Corresponding Annual Percentage Rate," in the "Transaction Information" section on the front of your Monthly Statement below the Same-as-Cash Purchase or Promotional item to which it applies.

(v) The actual Annual Percentage Rate for Purchases and for Cash Advances, taking into account all components of the Finance Charge (as described in subsection (a) above) if any, that was assessed on your Account during the Current Billing Period is set forth after the line for "Annual Percentage Rate for Purchases" or "Annual Percentage Rate for Cash Advances" below the Periodic Rate Finance Charge Information box on the front of the last page of the Monthly Statement.

(e) Base Rate. After the expiration of the Introductory Period (with respect to Purchase Advances), and beginning the first month after Card issuance, with respect to Cash Advances, the "Base Rate" to be used to determine your monthly periodic rate under the provisions of subsection (d) above will be re-determined and adjusted each month so as to equal the rate disclosed as the "**Prime Rate**" in the "Money Rates" section of *The Wall Street Journal* on the 15th day of such month (or on the next business day, if the 15th falls on a weekend or holiday). However, if the Prime Rate determined as set forth herein is less than five and one-quarter percent (5.25%), the Base Rate used to determine your periodic rate will be five and one-quarter percent (5.25%). Each such adjusted Base Rate will be used to determine the monthly periodic rate that will be used to compute the monthly periodic rate finance charges assessed during the Billing Period that has a Statement Closing Date later than the last day of the month in which such Base Rate was re-determined and adjusted. If more than one Prime Rate is listed, the highest will be used. If, at any time, *The Wall Street Journal* ceases to publish the "Prime Rate," we will select a new index that is based on comparable information.

(f) Margin. (i) After the expiration of the Introductory Period (with respect to Purchase Advances), and beginning the first month after Card issuance (with respect to Cash Advances), the "Margin" used to recompute and adjust your periodic rate under the provisions of subsection (d) above depends on whether the transaction is a Purchase Advance or a Cash Advance (see subparagraph (ii) below), and also on your payment history (see subparagraph (iii) below).

(ii) For Purchase Advances and Cash Advances, the applicable Regular Margin (which is the number of percentage points that will be added to the Base Rate) is set forth on the Card carrier to which your new Card is attached. Each Regular Margin is applicable until such time as you fail to pay the Minimum Payment reflected on a Monthly Statement by the end of the Billing Period following the Billing Period covered by the applicable Monthly Statement (the "**Next Billing Period**"). If such a payment failure occurs, the Penalty Margin (see subparagraph (iii) below) applies.

(iii) The Penalty Margin for Purchase Advances and Cash Advances (which is added to the Base Rate to determine your Penalty Annual Percentage Rate under the circumstances described in subparagraph (ii) above) is 18.50 percentage points. However, the **Penalty Annual Percentage Rate** will never be less than **23.75%** and will never exceed **27.90%**. The Penalty Margin will apply as of the beginning of the Next Billing Period, and will remain applicable until you have, for six (6) consecutive Billing Periods, paid the full Minimum Payment as shown on your Monthly Statement on or before the end of the respective Next Billing Period. At that time, the Regular Margin for Cash Advances or for Purchase Advances, as appropriate, will be applicable for the next Billing Period and for all Billing Periods thereafter, unless you again fail to make a payment on time as provided above.

(g) Grace Period. (i) Cash Advances first posted to your Account during the Current Billing Period incur a periodic rate finance charge from the date as of which they are posted to your Account until they are paid in full.

(ii) Although a periodic rate finance charge will accrue monthly on a Same-as-Cash Purchase from the date as of which such purchase is first posted to your Account, the accrued periodic rate finance charges will not be charged to your Account if the full amount of the Same-as-Cash Purchase is paid by the end of its Deferral Period. At the end of the Deferral Period, however, if the full amount