



## VISA PLATINUM

<b>INTEREST RATE AND INTEREST CHARGES</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>4.99%</b> introductory rate for 6 months, after that <b>7.99% or 9.99%</b> for credit worthy applicants
<b>APR for Balance Transfers</b>	<b>4.99%</b> introductory rate for 6 months, after that <b>7.99% or 9.99%</b> for credit worthy applicants
<b>APR for Cash Advances</b>	<b>4.99%</b> introductory rate for 6 months, after that <b>7.99% or 9.99%</b> for credit worthy applicants
<b>Penalty APR and When It Applies</b>	No penalty rate will apply at any time.
<b>How to Avoid Interest on Purchases</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge interest on new purchases if you pay your entire balance by the due date each month.
<b>Minimum Interest Charge</b>	None
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>
<b>FEES</b>	
<b>Annual Fees</b>	None
<b>Transaction Fees</b>	<ul style="list-style-type: none"> <li>• <b>Balance Transfer</b> None</li> <li>• <b>Cash Advance</b> \$10 (over the counter only)</li> <li>• <b>Foreign Transactions</b> None</li> <li>• <b>Check by Phone</b> \$10</li> </ul>
<b>Penalty Fees</b>	<ul style="list-style-type: none"> <li>• <b>Late Payment</b> 5% of the payment amount, up to \$100 maximum</li> <li>• <b>Over-the-Credit Limit</b> \$30 flat when the balance is \$0.01 or more over the limit</li> <li>• <b>Returned Payment</b> Up to \$30</li> </ul>

**How We Will Calculate Your Balance:** We use a method called "average daily balance (excluding new purchases, balance transfers and cash advances)"

**Billing Rights:** If there is an error on your statement, you must contact us in writing at the address below within 60 days after the error appeared on the statement.

**Contact us at:** American City Bank 340 West Lincoln Street, Tullahoma, TN 37388 (888)-209-7373

1. Agreement. These regulations govern the possession and use of credit cards ("card") issued by American City Bank ("Issuer"). Each person who applies for a credit card and in whose name the card is issued ("Holder") consents and agrees to these regulations and to the terms contained on the credit cards, sales drafts, credit adjustment memos and cash advance drafts, signed by or given to Holder or any authorized user of Holder's cards. When credit cards are issued upon the application of two or more persons, all such persons shall be jointly and severally liable as Holders. The provisions of these regulations, as amended from time to time, govern Holder's obligations, notwithstanding any additional or different terms contained in sales drafts, credit adjustment memos, cash advance drafts or other forms signed by or given to Holder or any user of Holder's cards to evidence a credit card transaction. Holder authorizes an investigation of Holder's credit standing prior to the issuance of a credit card to Holder and at any time thereafter and authorizes disclosure of information to third parties relating to Holder's credit standing. These regulations apply to all credit cards issued to Holder or to others on Holder's authorization and to any user of Holder's cards.

2. Membership Fees. As a condition of participation in the issuer's credit plan and the issuance of a card, Holder agrees that there is no annual membership fee for VISA consumer and business accounts.

3. Use of Card. Credit for purchases from a merchant or a cash advance from a participating financial institution may be obtained by Holder or an authorized user of Holder's card presenting one of Holder's cards to the merchant or participating financial institution and, if requested, by providing the proper identifying information and signing the appropriate drafts. Failure to sign a draft does not relieve the Holder of liability for purchases made or cash received. The use of this card for illegal transactions is prohibited. The card may also be used to obtain cash advances from certain automated equipment provided it is used with Holder's correct Personal Identification Number ("PIN") issued to Holder. Holder may make only two cash advance withdrawals totaling not more than \$200 each day from compatible ATM terminals. Terminals or terminal operators may have other limits on the amounts or frequency of cash withdrawals. Holder will not be liable for the unauthorized use of the card or PIN issued to Holder which occurs before issuer receives notification orally or in writing of loss, theft or possible unauthorized use of a card or PIN. Lost or stolen cards or PINS should be reported immediately to Issuer by notifying CUSTOMER SERVICE, P.O. Box 31535, Tampa, FL 33631-3535, and Telephone (866)839-3485.

4. Account Use by Others. Holder should think carefully before lending Holder's card to or authorizing another person to use the card or account. Holder cannot limit that person's authority to use the account and Holder cannot terminate such authority (1) until Issuer receives notice of revocation and (2) until Holder recovers possession of the card.

5. Illegal Transactions. Holder agrees not to make or permit to be made illegal transactions on the account through the use of the card, any other account access device issued by the Issuer, or in any other manner. Issuer may, but is not required to, deny authorization for any internet gambling transactions, any internet purchase of tobacco products, or any other illegal transactions. Holder agrees that illegal use of the card or the account will be deemed an action of default and/or breach of contract and, in such event, the account and other related services may be terminated at the Issuer's discretion. Holder further agrees that should illegal use occur, the Holder waives any right to sue the Issuer for such illegal use or any activity directly or indirectly related to it, and the Holder agrees to indemnify and hold the Issuer harmless from any suits, legal action, or liability directly resulting from such illegal use.

6. Promise to Pay. Holder promises to pay the Issuer, in accordance with the terms of this Agreement, for all transactions on the Holder's account, plus all interest, finance charges and other charges, fees and expenses incurred on or in connection with the account. Holder will be individually and, if applicable, jointly and severally liable for the total balance, whether the charges are made by the Holder or by a person authorized by the Holder

in any way to use the Holder's account in any way. Holder cannot transfer or assign the account to another person.

7. Use of American City Bank Card Checks. Credit obtained by use of a Balance Transfer Check shall be treated as a credit purchase. Credit obtained by use of Classic or Premier Check shall be treated as a cash advance.

8. Credit Line. Holder will from time to time be informed of the amount of the approved credit line established for Holder, and Holder covenants not to make credit purchases or borrowings in excess of that amount. Holder is liable for all purchases and borrowings made with Holder's cards by Holder or by anyone authorized to use Holder's cards. Issuer may increase or decrease holder's credit limit at any time.

9. Billing Statements. Holder will be furnished a monthly statement for each billing period at the end of which there is an undisputed debit or credit balance of \$1.00 or more. Unless the Holder notifies the Issuer of any alleged errors in accordance with the Billing Rights Notice in the Agreement, the Issuer may consider the statement correct for all purposes.

10. Payment. Holder shall pay within 25 days after each statement Closing Date either (a) the full amount billed ("New Balance") or, at Holder's option, (b) a minimum Payment of \$20.00 or 3% of the New Balance, whichever is greater. Payments may be mailed to American City Bank, P.O. Box 4512, Carol Stream, IL 60197-4512. Do not send cash by mail. Payments may be made, in person, at any American City Bank office. Payments received after 5:00 p.m. on any processing day or at any time on any non- processing day will be considered as payments made on the following processing day. All payments by Holder will be applied first to payment of Interest Charges in the order of their entry to the account, second to additional fees and credit insurance charges, if any, in the order of their entry to the account, third to previously billed cash advances, purchases and other similar charges in the order of their entry to the account, and then to current cash advances, purchases and other similar charges in the order of their entry to the account. Issuer shall apply amounts in excess of the minimum payment amount first to the card balance bearing the highest rate of interest, and then to each successive balance bearing the next highest rate of interest, until the payment is exhausted.

11. Effects of Making Minimum Payments. If the Holder makes only the minimum payment each billing cycle, the Holder will pay more in interest and it will take longer to pay off the balance.

12. Interest Charges. Holder shall pay Interest Charges as shown on Holder's monthly statements, for each billing period in which there is a cash advance or the Previous Balance is not paid in full prior to the Closing Date of the billing statement. For cash advance fees, please see the Rates and Fees Disclosure Table. We figure the Interest Charges on your account by applying the monthly Periodic Rate to the entire "Balance Subject to Interest Rate." The additional charge for cash advances shall not apply to any cash advance obtained under a separate credit agreement with Holder and written in connection with these regulations. The "Balance Subject to Interest Rate" is the "average daily balance," of the account (including current transaction). To get the "average daily balance," we take the beginning balance of the account each day, subtract any payments or credits, unpaid late charges, unpaid membership fees and unpaid Interest Charges. We do not add in any new purchases or cash advances. This gives us the daily balance. Then, we add up all of the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "AVERAGE DAILY BALANCE." Interest Charges for credit purchases begin on the date the purchase is posted to the account unless the Previous Balance shown on the statement is paid in full prior to the Closing Date of the statement. Credit purchases made during the statement period and the Previous Balance will be excluded from the calculation of the "average daily balance" if the Previous Balance shown on the front of the statement was paid in full prior to the Closing Date of the statement. The Interest Charges for cash advances begin on the date the advance is posted to the account.

Holder may avoid additional Interest Charges on an account by paying in full the New Balance shown on the account's monthly statement within 25 days after the Closing Date for that statement.

13. Variable Annual Percentage Rate. The current monthly Periodic Rate and corresponding ANNUAL PERCENTAGE RATE for new accounts are disclosed on the accompanying card mailer. If the ANNUAL PERCENTAGE RATE is Variable, the rate may vary monthly and shall be adjusted on the first day of each billing period ("Change Date"). The ANNUAL PERCENTAGE RATE on each Change Date shall equal the highest prime rate published in The Wall Street Journal "Money Rates" tables on the last date of publication in the calendar month preceding each Change Date ("Index Rate"), PLUS a Margin. For more information on current margin(s), please refer to the Rates and Fees Disclosure Table. The monthly Periodic Rate is 1/12th of the ANNUAL PERCENTAGE RATE. Beginning on the date an adjustment in the rate is effective and until the next Change Date, the monthly Periodic Rate then in effect will be applied to the balance in the account to determine the Interest Charges. An adjustment in the monthly Periodic Rate and corresponding ANNUAL PERCENTAGE RATE will apply both to the outstanding balances in the account and to new cash advances, (including any balance transfers from other credit card accounts), credit purchases, and other charges. An increase or decrease in the Index Rate will cause and increase or decrease in the monthly Periodic Rate and corresponding ANNUAL PERCENTAGE RATE and may increase the amount and number of minimum payments. If the Index Rate ceases to be made available, Issuer may substitute a substantially similar index and margin.

14. Introductory Rates. If the Issuer has offered the Holder an Introductory Rate, the Account Disclosure Table provides information concerning the Introductory Annual Percentage Rate for Purchases, Balance Transfers and Cash Advances and the length of the Introductory Period. When the Introductory Period expires, the Standard (Variable) Rates and monthly periodic rates (also shown on the Account Disclosure Table) will apply.

15. How We Will Calculate Your Variable APRs: We calculate variable APRs by adding a margin to the highest U.S. Prime Rate published in the Money Rates section of The Wall Street Journal two business days (not weekends or federal holidays) before the closing date shown on your billing statement. The APR may increase or decrease each month if the Prime Rate changes. Any new rate will be applied as of the first day of your billing cycle during which the Prime Rate has changed. If the APR increases, you will pay a higher interest charge and may pay a higher minimum payment. The Prime Rate is simply a reference index and is not the lowest interest rate available. If The Wall Street Journal stops publishing the Prime Rate, we will select a similar reference rate.

16. Additional Fees. For a listing of fees charged in association with this card, please see the Rates and Fees Disclosure Table accompanying this Agreement. These charges will not be imposed if Holder's request is in connection with or delivery of the documents in response to an alleged billing error under Regulations E or Z issued by the Board of Governors of the Federal Reserve System. Fees imposed will be posted to Holder's account.

17. Security Interest. All credit advanced to Holder for credit purchases or cash advances constitutes loans made by Issuer to Holder in the state of TN. Issuer disclaims as security for loans made to Holder under these regulations any security interest it may at any time have in household goods or real property. Except as disclaimed above, loans made to Holder after the effective date of these regulations may be secured by collateral given by any Holder to secure other loans from Issuer.

18. Disputes. Issuer is not responsible for refusal by any merchant, financial institution or automated equipment to honor or accept a card. Except as provided in the Federal Truth-in-Lending laws (as indicated in the Summary of Billing Rights below), Issuer has no responsibility for merchandise or services obtained by Holder with a card and any dispute concerning merchandise or services will be settled between Holder and the merchant concerned.

19. Default. Holder covenants to observe and comply with these regulations and covenants not to permit an event of default to occur. Upon the occurrence of any one or more of the following events of default: (a) Holder fails to pay at least the Minimum Payment when due on two occasions within any 12-month period; or (b) Holder dies, ceases to exist, changes residency to another state, becomes insolvent or the subject of bankruptcy or insolvency proceedings or fails to observe any covenant or duty contained in these regulations, if such event or breach materially impairs Holder's ability to pay amounts due; the full amount of Holder's account for which the default occurred (including unpaid Interest Charges) shall, at Issuer's option become immediately due and payable if Holder does not cure the default within 15 calendar days after notice is mailed to the address of Holder, or given as otherwise provided by law. Issuer has this right, without notice and opportunity to cure; if the default is the Holder's third default within 12 months and the Holder is notified of the prior two defaults and the Holder cured those defaults.

20. Termination. Holder's consent to these regulations may be terminated at any time by surrendering the cards issued to Holder or at Holder's written request, but such termination shall not affect Holder's obligations as to any balances or charges outstanding at the time of termination. Termination by any Holder shall be binding on each person in whose name the card is issued. If Holder's spouse terminates this credit plan, the full amount of Holder's account (including unpaid Interest Charges) may be declared immediately due and payable. Issuer may terminate Holder's privilege to use the cards if Holder moves out of the service area of Issuer, as defined by Issuer from time to time. Unless sooner terminated, the privilege to use the cards shall expire on the date shown on the cards. At any time, without liability to Holder and without affecting Holder's liability for credit previously extended, Holder's privilege to use the cards may be revoked or limited to the extent not prohibited by law. The cards are and shall remain the property of Issuer and Holder agrees to surrender them to Issuer upon demand.

21. Amendments. Issuer may amend these regulations from time to time by sending Holder advance written notice not less than 45 days prior to the effective date for any change that is either adverse to Holder's outstanding balance or increases certain fees. To the extent that Issuer indicates in the notice and that the law permits, amendments will apply to Holder's existing account balance as well as to future transactions. Notices are deemed given when mailed by Issuer to any Holder to the current address for mailing monthly statements. Invalidity of any provision of these regulations shall not affect the validity of any other provisions unless otherwise provided by the TN Consumer Act.

22. Notices. If the Issuer has to notify the Holder of anything concerning Holder's credit card account, the notice will be effective if the Issuer sends it to Holder's name and address as it appears in Issuer's records or Holder receives such notice by any other means. Holder will notify Issuer in writing immediately if Holder changes his/her name, address, telephone number or other pertinent contact information. If Holder writes to Issuer for any reason other than to make a payment, send the letter to: CUSTOMER SERVICE, P.O. Box 31535, Tampa, FL 33631-3535. If you are one of our Banking Online customers who receives notices or statement electronically, you will notify our Banking Online Department if you change your email address by following the instructions in your Banking Online agreement. Additionally, if the Holder becomes aware of an error regarding how activity on the account appears on a credit report, please write the Issuer at: American City Bank 340 West Lincoln Street, Tullahoma, TN 37388.

23. Telephone Monitoring. Holder consents and agrees that Issuer may monitor and record Holder's telephone calls with Issuer's employees or contractors.

24. Assignment. Issuer may assign any or all of Issuer's rights under this Agreement, including any debt the Holder owes the Issuer.

25. Governing Law/Non-Waiver/Severability. HOLDER'S ACCOUNT AND THE TERMS AND ENFORCEMENT OF THIS AGREEMENT WILL BE GOVERNED BY FEDERAL LAW AND THE LAW OF TENNESSEE. Issuer can

delay enforcing any of Issuer's rights under this Agreement any number of times without waiving those rights in the future. If any term of this Agreement is found to be unenforceable, all other provisions remain in full force and effect. Holder agrees to be governed by the TN Consumer Act with respect to all aspects of the transactions arising under these regulations. All statutory references are to the statutes as they may be renumbered or amended from time to time.

## **Your Billing Right: Keep this Document for Future Use**

**This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.**

### **What To Do If You Find A Mistake On Your Statement**

If you think there is an error on your statement, write to us at: Chargeback Services PO Box 30495 Tampa, FL 33630-3495. You will need to give us the following information:

- Account Information: Your name and account number.
- Dollar Amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing (or electronically.) You may call us, but if you do we are not required to investigate any potential errors; and you may have to pay the amount in question.

### **What Will Happen After We Receive Your Letter**

**When we receive your letter, we must do two things:**

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

**While we investigate whether or not there has been an error:**

- We cannot try to collect the amount in question or report you as delinquent on that amount.
- The charge in questions may remain on your statement and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**After we finish our investigation, one of two things will happen:** If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.

- If we do not believe there was a mistake: You will have to pay the amount in questions, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent and we must let those organizations know when the matter is settled between us. If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you questions even if your bill is correct.

### **Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your 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 purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address and the purchase price must have been more than \$50. (Note: neither of these is necessary if your purchase was based on an advertisement we mailed you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at American City Bank PO Box 30495 Tampa, FL 33630-3495. While we investigate, the same rules apply to the disputed amount as discussed above.

After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.