



**SEACOAST BANK
CONSUMER CARDHOLDER AGREEMENT**

The person (Cardholder) whose name appears on the face of the Visa Card (Card) by retaining, using or permitting others to use such Card and the account represented by the Card, accepts the same subject to the following terms and agreements with Seacoast Bank (Bank).

1. USING YOUR ACCOUNT: You, the Cardholder, authorize Bank to pay for your Card account, all items reflecting purchases, cash advances, and balance transfers made or obtained through the use of your Card account upon presentment to Bank, and you promise to pay for all such purchases, cash advances, and balance transfers, together with all applicable **INTEREST** and fees, as hereafter set forth. You acknowledge that this account will not be used for business purposes.

2. PAYMENT:

2.1 Bank will furnish you with a monthly statement for purchases, cash advances, and balance transfers made on your account and you agree to pay Bank in no less than 25-days from the statement closing date shown on the statement, either(a) the New Balance, or (b) a minimum payment of 2.5% of all balances plus billed interest plus all past due amounts plus any over limit amount plus any new late payment fee; or \$25, whichever is greater. Application of payments will be at our discretion.

2.2 Any credits posted to your account will not affect the minimum monthly payment. Your failure to pay the minimum payment each month by the payment due date will cause your account to be delinquent. If different **APR**s apply to different balances, we will allocate any amount you pay in excess of the required minimum payment due first to the balance with the highest **APR** and any remaining portion to the other balances in **APR** descending order. Each monthly statement will be considered a correct statement unless you establish a billing error under the provisions of the Federal Truth in Lending Act.

2.3 Bank may accept checks or other types of payment showing "payment in full" or other language indicating satisfaction of your debt, without waiving any of Bank's rights to receive full payment under this Agreement. You must send this communication to the address in the Billing Rights Summary on your statement.

2.4 Payments must be made by check, money order or electronically and payable in U.S. dollars. If you request a payment by phone we may ask for security information, for your protection. Same day payments by phone cannot be edited or cancelled. We are not obligated to accept any payment that is not drawn on the U.S. Post Office or a financial institution located in the United States.

2.5 When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. 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. The statements are proof of payment.

2.6 Without prior notice to you, we may refuse to accept or may accept in good faith, any check presented as a payment on your account which is more than six (6) months old.

3. GRACE PERIOD: See the Paying Interest section in the Table of Charges.

4. BALANCE SUBJECT TO INTEREST: We use an average daily balance method (including new transactions) to calculate periodic INTEREST. We figure the periodic INTEREST charge on your account by applying the periodic rate to the "average daily balance" of your account for each day in the billing cycle. Each daily periodic rate is calculated by dividing its corresponding APR by 365. To get the "average daily balance" we take the beginning balance of your account each day, add any new [purchases/advances/fees], and subtract [any unpaid interest or other finance charges and] any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance".

5. BALANCE TRANSFERS: A fee will apply to the amount of each balance transfer transaction. Balance transfer transactions are considered cash advances and do not earn reward program points. INTEREST accrues from the date of posting. You cannot transfer: any existing balances on Bank accounts; any business debt; any debt that is not owed by you; or any balances owed to creditors outside the U.S. Bank reserves the right to refuse any balance transfer request for any reason, including for revolving debt that Bank believes excessive.

6. CASH ADVANCE TRANSACTIONS: A fee will apply to the amount of each cash advance transaction. Cash advance transactions are non-purchase transactions which include, but are not limited to, ATM transactions, teller transactions, convenience checks, quasi cash advance transactions, and overdraft cash advance transactions. Quasi cash advance transactions are cash advance transactions which include, but are not limited to, wire transfers, foreign currency, traveler's checks, money orders, wagering, and remote stored value. INTEREST accrues from the date of posting and will continue to until the day we receive payment for the full amount of the cash advance. Cash advance transactions do not earn reward program points.

7. MINIMUM INTEREST: If your Card is charged INTEREST, the charge will be no less than \$1.00. This amount will appear as a fee on your statement.

8. OVERDRAFT PROTECTION SERVICE TERMS FOR SEACOAST CHECKING ACCOUNT: If you have overdraft protection, you authorize Seacoast Bank to advance funds from your Seacoast credit card to your Seacoast checking account in multiples of \$50 to cover any overdraft of the available balance of your checking account. A fee of \$10 will apply for each transaction and be deducted from your checking account. No advance will be made from your

Seacoast credit card: (1) any time the account is not current; or (2) if there is insufficient credit available for cash on your credit card account. If the available credit on your credit card is not sufficient to bring the available balance on your checking account to zero, the amount of the advance shall be the available cash on your credit card account. This may leave your checking account in an overdrawn status. Any advance from your Seacoast credit card account shall constitute a cash advance under this Agreement and you will be charged an overdraft cash advance fee for each advance. This fee will be in addition to the amount of the advance. You understand that all advance requests from your Seacoast credit card account are subject to prior authorization and that Bank may cancel this overdraft protection at any time. Bank shall not be responsible for your payment being returned for reason of Bank's failure to make an advance of funds. At least one owner must be the same on the checking account and the Seacoast credit card account.

9. ANNUAL FEE: None.

10. LATE PAYMENT FEE: A late payment fee will be debited to your account as a purchase if your payment is not received by the payment due date. For your first instance of a late payment, the fee will not exceed \$27. If the second instance occurs within 6-months of the first instance, the fee will not exceed \$38.

11. LIABILITY FOR UNAUTHORIZED USE OF YOUR CARD AND LOSS OF CARD: You may be liable for the unauthorized use of your Card if, based on substantial evidence, you were grossly negligent in the handling of the account or Card. Please immediately notify Bank in writing at P.O. Box 9012, Stuart, FL 34995-9012, or orally by calling 1-866-839-3495, of loss, theft or possible unauthorized use of your Card or convenience checks.

12. LIABILITY AND AUTHORIZED USERS: If more than one Card is issued on the account, all Cardholders holding Cards with the same account number shall be jointly and severally liable on the account. You may allow authorized users on your account in the following ways: (1) by notifying us that you want someone added to your account as an authorized user; (2) by lending your Card or account number to another; or (3) by any other way in which you would be legally considered to have allowed another to use your account or to be legally prevented from denying that you did so. Carefully consider allowing anyone to become an authorized user because you authorize the person to use your account to the same extent that you can, including but not limited to, making purchases, cash advances, balance transfers and allowing others to use your account. Your account does not permit you to limit the nature or amount of authority you give to any authorized user and you will not attempt to do so. An authorized user's authority will continue until you notify Bank that you are terminating that authority and you physically retrieve the Card.

13. LEGAL TRANSACTIONS: You may use your Card to make purchases from merchants and others who accept VISA Cards. You may not use your Card to initiate any type of gambling transactions under the Unlawful Internet Gambling Enforcement Act of 2006. VISA Cards may not be used for any illegal transaction(s). Consult your legal counsel to determine the legality of specific online gambling transactions. Display of a Visa logo by an online merchant does not mean that an Internet transaction is legal where you live. Bank will not be liable if you engage in an illegal transaction.

14. AUTHORIZATIONS: Some transactions require our prior authorization. Bank may limit the number of authorizations we give in a day. Bank may deny authorization if you are delinquent, if Bank suspects fraudulent activity or for other reasons. You are liable for any transaction Bank authorizes, even if Bank should not have authorized it, because you are or would be delinquent as a result of the transaction.

15. ESTABLISHED CREDIT LIMIT: You agree to keep the total balance on your account within the credit limit established by Bank, which has been previously disclosed to you. Bank may change your credit limit at any time. Bank may, but is not required to, approve transactions that exceed your available credit limit. If your account balance exceeds your credit limit and you fail to pay the entire minimum monthly payment shown on your next monthly statement, which will include all sums necessary to reduce your balance to your credit limit as required in the Payment section of this Agreement, your account will be reported as delinquent and past due on your next monthly statement. At Bank's discretion, you will not be permitted to access the amount of credit in your account equal to the amount of any payment you send to the Bank for a period of 15 days from the date your payment was posted to your account.

16. IMMEDIATE REPAYMENT/TERMINATION OF ACCOUNT: Bank may declare the entire amount of your account immediately due and payable, subject to provisions of law, upon the occurrence of one of the following events: (1) your account is delinquent or past due, (2) your account balance exceeds the established credit limit, (3) upon your death, bankruptcy or insolvency, (4) the prospect of payment or performance is significantly impaired. Bank may, at its sole discretion, reduce your credit limit, decline to make further advances on your account, and decline to reissue any Card or convenience checks on your account, revoke or close your account. If you do not use your Card at least once in 12-months, Bank may close your account. If your account is closed, you remain responsible for paying any amounts owed on the account according to the terms of this Agreement. If you move outside of the U.S. after your account is opened, your Card may not be reissued at its next expiration date.

17. AMENDMENTS: As permitted by applicable law, this Agreement may be amended by Bank at any time. This may include a change to the **APR** and/or fees.

18. ACCEPTANCE OF CARD OR CONVENIENCE CHECKS: Bank is not responsible for the failure of any merchant or financial institution to accept or honor your Card or convenience checks. A convenience check may be returned unpaid if there is not enough available credit on your account to pay it, if your Card or convenience checks have been reported lost or stolen, or if the convenience check is post-dated or a credit review indicates a potential problem with your account. If you make a purchase on your account, and the merchant discloses a policy such as "no returns," "no refunds," "no return or credit without receipt," "as is," "store credit only," "all sales final," or similar statements, you will be bound by that policy. Stop payment requests on convenience checks are subject to applicable fees and charges and will be added to your purchases balance.

19. OTHER FEES: Unless a billing error has been disclosed in your monthly statement, your account may be debited as a purchase for each copy requested by you of a sale, refund or cash advance slip; or monthly statement. A return

payment fee will be debited to your account as a purchase for each payment you make on your account that is returned to us for any reason. For your first instance of a return check, the fee will not exceed \$27. If the second instance occurs within 6-months of the first instance, the fee will not exceed \$38. A research fee of \$30.00 per hour (with a 1-hour minimum) will be assessed for the time spent researching something you have requested relating to your Account, and a copy charge of \$5.50 for each billing statement and \$12.00 for each sales or Cash Advance draft or other record of your Account.

20. FOREIGN TRANSACTION FEE: A foreign transaction fee will be assessed on all transactions where the merchant country differs from the country of the card Bank. A foreign transaction fee will also be assessed if you make a transaction in a currency other than U.S. dollars. In that case, Visa will convert the charge or credit in to a U.S. dollar amount. The exchange rate on the processing date may differ from the rate on the date of your transaction. Visa uses an exchange rate of either: (1) a rate selected by Visa or from the range of rates available in wholesale currency markets for the applicable central processing date, this rate may vary from the rate Visa itself receives, or (2) the government-mandated rate in effect for the applicable central processing date. In each instance, the exchange rate is increased by an adjustment factor determined by the Bank. The foreign transaction fee is subject to change as permitted by governing law and is currently 1% of the U.S. dollar amount of the transaction.

21. UPDATED FINANCIAL INFORMATION: Bank may request from consumer reporting agencies from time to time new consumer credit reports on you or request new financial information directly from you for the purpose of updating Bank's records. Bank may rely on the contents of such reports or other empirically derived financial information to close your account or reduce the credit line on your account.

22. NOT SECURED CREDIT: Your account is not secured credit.

23. COLLECTION COSTS AND ATTORNEY FEE: In the event Bank must incur collection costs or attorney fees in connection with your account, as permitted by applicable law, you agree to pay the reasonable costs of collection, including, but not limited to, court costs, attorney fees and collection agency fees, except to the extent such costs, fees, or expenses are prohibited by law.

24. MOBILE DEVICES: Smart phones, tablets, or other mobile devices may download, store, and/or access account information, for instance through Apple Pay™, that may enable you to use the Mobile Device to purchase goods or services. In certain instances, those transactions will replicate using your Card to make a transaction on the internet with your computer. In other instances, the mobile device will act as if it were the Card itself. Applications that enable your mobile device will have unique terms governing them. Read these terms carefully. Transactions made through these applications are governed by this Agreement. You are responsible for keeping your Mobile Devices login and other credentials private and secure and should secure your Mobile Device with the same care that would be used with the Card to avoid unauthorized use. Sharing of credentials with any other person may allow unauthorized use and access to your personal and payment information. You agree to call us and your Program Provider immediately if you believe your Mobile Device or authentication credentials have been lost, stolen or compromised. We have no

responsibility or liability for any such fees or loss, damage, function, malfunction, delay or other problem or claim, directly or indirectly, associated with your Mobile Device. It is your responsibility to read and understand the terms and conditions applicable to your Mobile Device before enrolling in, creating, activating or using a Card in a Mobile Device. You may be charged fees by the provider of the wireless network you are using to access Mobile Devices or enrolling in a program using an Enabled Device.

25. TELEPHONE CONTACT AND MONITORING: Bank or its agents may contact you at any telephone number you provide, including a cell number. You agree to receive calls, text messages and voice messages, including pre-recorded messages, at that number, including the use of automatic dialing technology for informational and Account service calls. Message and data rate may apply. You may contact us any time to change your phone preferences. Bank may record and listen to telephone calls between you and us for the purpose of monitoring and improving the quality of service you receive.

26. ACCOUNT NOTIFICATION: Bank may contact you from time to time regarding your Card and account. Account materials (Cards, statements and other notices) will be sent to the liable party at the billing address provided. That person will be responsible for delivering those materials to the other liable parties and authorized users. Notice to any of you will be considered notice to all of you.

27. GOVERNING LAW/ASSIGNMENT: This Agreement is governed by the laws of Florida and the invalidity of any term of this Agreement shall not affect the validity of any other term or condition. You agree that we may assign and transfer your account, this Agreement and our rights and obligations hereunder to others. The person(s) to whom we assign this Agreement shall be entitled to all of our rights under this Agreement.

28. 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.

28.1 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 us as soon as possible at the address listed on your bill. 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 us the following information: Your name and account number; the dollar amount of the suspected error; describe the error and explain why you believe there is an error; and 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 at least 3-business days before the automatic payment is scheduled to occur.

28.2 Your Rights and Our Responsibilities After We Receive Your Written Notice. We will acknowledge your letter within 30-days, unless we have corrected the error by then. Within 90-days, we will 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 for the amount you question, including **INTEREST**, 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 **INTEREST** related to any questioned amount. If we didn't make a mistake, you may have to pay **INTEREST**, 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 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 don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

28.3 Special Rule for Credit Card Purchases. If you have a problem with the quality of property or services that you 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 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.

