

**Trustmark National Bank  
CARDHOLDER AGREEMENT  
AND DISCLOSURE STATEMENT**

This Agreement contains the terms that govern the use of your Visa or MasterCard Card Account and outlines both your responsibilities and ours. Please read it in its entirety and keep it for your reference. The accompanying **Summary of Terms** is hereby incorporated into and made a part of this Agreement. In addition, the application, acceptance certificate or other request you signed or otherwise submitted for this Account (the "Application"), your Card and the Card Carrier that we send with your Card, and your signature (including any electronic or digital signature) on any Application, sales slip or other evidence of indebtedness on your Account, are hereby incorporated into and made a part of this Agreement. This Agreement begins on the earlier of (i) the date you sign or otherwise submit an Application that is approved by us, or (ii) the first date that we extend credit to you on your Account, as evidenced by a signed sales slip or memorandum, a Cash Advance transaction, a Balance Transfer transaction, or otherwise.

**Definitions**

To simplify this Agreement for you, the definitions listed below will apply throughout, both in this Agreement and in your monthly statement. In addition, the words *you*, *your*, and *yours* refer to the Cardholder(s) who holds the Card and is responsible for the Account. The words *we*, *us*, and *our* refer to Trustmark National Bank, Jackson, Mississippi.

**Account:** The credit card account for which you were issued a Card imprinted with your Account number, that is subject to all terms and conditions of this Agreement.

**Account Year:** The 12-month period (consisting of 12 Billing Cycles) commencing with the first Billing Cycle that begins when the Account is opened and each successive 12-month period thereafter.

**ATM:** Automated Teller Machine.

**Balance Transfer:** A transaction in which, pursuant to your request, we may arrange directly with another financial institution to transfer to your Account all or a portion of an outstanding balance you owe or for which we send you Special Checks to use for such purposes. Your use of a Check or your Card, or any Cash Advance obtained by such use, to pay yourself all or a portion of such an outstanding balance is not a Balance Transfer for the purposes of this Agreement. A Balance Transfer is treated as a Purchase for purposes of this Agreement, except that in the provisions for determining the Interest applicable to your Account, separate provisions apply to Balance Transfers and to Purchases. Accordingly, in the Interest provisions of this Agreement the terms "Purchase" and "Purchases" do not refer to Balance Transfers.

**Billing Cycle:** The time interval covered by a monthly statement. Each Billing Cycle is approximately 30 days in length.

**Card:** Any Visa or MasterCard credit card issued by us which you may use to obtain cash, make Purchases, or lease goods or services on credit. Use of your Account number to obtain credit will be considered a use of the Card.

**Card Association:** MasterCard Worldwide or Visa U.S.A., Inc.

**Card Carrier:** The carrier that contains your Card.

**Cardholder:** The person to whom a Card is issued, or who has agreed to pay obligations arising from a Card issued to another person.

**Cash Advance:** Credit extended to you in the form of a cash loan through any financial institution honoring the Card either presented directly or through any other credit instrument, Check, device, overdraft coverage plan or ATM that we make available to you.

**Ceiling Rate:** The maximum annual percentage rate that may be applied to your Account balance(s).

**Check:** Any check we make available to you for the purpose of drawing against your Account. These are subject to the same terms and definitions as Cash Advances unless otherwise noted.

**Closing Date:** The date of the last day of a Billing Cycle.

**Credit Line:** The maximum amount of credit available to you on your Account.

**Floor Rate:** The minimum annual percentage rate that may be applied to your Account balance(s).

**Foreign ATM Fee:** The fee assessed for the usage of an ATM that is not owned or operated by us.

**Foreign Currency Conversion:** You may make a Purchase or obtain a Cash Advance in a currency other than U.S. dollars or in a country other than the United States. If you do, the card association will convert the transaction into U.S. dollars. The conversion rate between the transaction currency and the billing currency will be either (i) a rate selected by the card association from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the card association itself receives, or (ii) the government-mandated rate in effect for the applicable central processing date. The conversion rate the card association uses may differ from any published rate in effect on the day you made the transaction or the day it was posted to your Account.

**Margin:** The amount added to the Prime Rate in the calculation of a variable Monthly Periodic Rate. "Prime Rate" is defined below in this Agreement under "Regular Monthly Periodic Rates."

**New Balance:** The total outstanding Account balance on the Closing Date specified on your monthly statement.

**Previous Balance:** The balance of your Account at the beginning of a Billing Cycle. This will be the same as the "New Balance" shown on your previous bill.

**Purchase:** Any extension of credit to your Account for the purpose of purchasing or leasing goods or services from participating establishments.

**User:** Any person authorized by you to obtain credit under your Account.

**USING YOUR CREDIT CARD**

**Purchases or Cash Advance**

You may use your Card or Checks to purchase or lease goods or services from participating establishments. You may also use your Card to obtain Cash Advances from your Account at an ATM, or by presenting it to us, or to any institution that accepts the Card for that purpose.

You will owe us for these amounts, plus any applicable Interest and other applicable charges or fees, payable in U.S. dollars.

**Your Credit Line**

You may not use your Account in any way that would cause you to go over your Credit Line. We may refuse to authorize or accept any transaction on your Account if your outstanding Account balance exceeds your Credit Line or if the transaction (if authorized) would cause you to exceed your Credit Line or if your Account is delinquent. We may in our discretion from time to time, but are under no obligation to do so, allow you to make a Purchase, Cash Advance or Balance Transfer transaction that causes you to exceed your Credit Line. If we do allow you to exceed your Credit Line at any time, you must repay the excess amount according to the terms of this Agreement and we are not obligated to allow you to exceed your Credit Line at any other time in the future. We may change your Credit Line amount at any time and will notify you accordingly if we do so.

**Checks**

We may supply you with personalized Checks that are subject to the following conditions. Payment of a Check will be treated as a Cash Advance on your Account for Interest calculation purposes and all other purposes. Your Check must be written in U.S. dollars. Only the person whose name appears on the Check may sign it. We are authorized to pay any Check drawn on your Account even if the signature does not correspond exactly to the signature on our records. You agree that Checks written on your Account will not be returned to you. We are entitled to return any of your Checks unpaid if your outstanding Account balance is in excess of your Credit Line or if payment of the Check would cause you to exceed your Credit Line, or if your Account is in default, or if your right to obtain further credit under your Account has been terminated. If we honor the Check under these circumstances, the amount in excess of your Credit Line will be due immediately. You may not use a Check to make payments on your Account or any other account you may have with us. We may pay Checks dated more than six months prior to the date they are presented for payment. You may not write a postdated Check, but we may pay a Check regardless of a postdate. We will not certify a Check.

**MAKING PAYMENTS**

**Monthly Statements**

We will send a statement at the end of each monthly Billing Cycle if there is a debit or credit balance on your account of \$1 or more, a balance on which Interest has been imposed or as otherwise required by applicable law. You agree to pay us, or any party to whom we may transfer and assign your Account, in U.S. dollars according to all terms and conditions of this Agreement.

**Minimum Payment**

The Minimum Payment is the greater of 3% of your New Balance or the sum of all Fees, Interest and any past due amounts plus 1% of your New Balance. If you elect not to pay your New Balance in full, you must pay the Minimum Payment so that it is received by the "Payment Due Date" shown on your statement, which is at least one month after the Closing Date of the Billing Cycle. Your Minimum Payment will also include any amount by which the New Balance exceeds your Credit Line.

You may, at any time, pay more than the Minimum Payment without incurring any additional charge for prepayment.

Payments received by 5:00 pm Central Time at the "remit to" address on the front of your Monthly Statement will be credited on the business day (Monday through Friday) received. Any payment received after such time will be credited the next business day. Payments received at other locations may be subject to delay in crediting.

**Application of Payments**

We reserve the right to apply payments to your Account, in any manner we choose at our sole discretion, in accordance with applicable law.

**Security Interest**

If we now or in the future, hold any title, pledge or security interest in any of your property other than your principal residence, it may be that the terms of the instrument creating such title, pledge or security interest will also secure your obligations on this Account.

**HOW INTEREST IS DETERMINED**

Your Interest for any Billing Cycle will include the following components, the total of which constitutes your total Interest for the Billing Cycle:

- (1) a Foreign Transaction Fee Interest charge in an amount determined as provided in the accompanying Summary of Terms, which is imposed on each Purchase made or Cash Advance obtained in a currency other than U.S. dollars or made outside the United States, and
- (2) a Foreign ATM Fee Interest charge in an amount so determined by the owner/operator of the ATM machine that is imposed on each transaction made at an ATM that is not owned or operated by us, and
- (3) periodic Interest amounts computed by applying the applicable Monthly Periodic Rate or Rates, determined as provided below under "Computing the Monthly Periodic Rates and corresponding ANNUAL PERCENTAGE RATE (APR)" and in the accompanying Summary of Terms, to (i) your Average Daily Balance of Cash Advances (including new Cash Advances), and (ii) (except when you are entitled to avoid paying interest on Purchases described below) your Average Daily Balance of Purchases (including new Purchases), and (iii) your Average Daily Balance of Balance Transfers (including new Balance Transfers), except that if there is a periodic Interest charge so computed for Purchases or Cash Advances or Balance Transfers, that is less than any applicable Minimum Interest charge shown on the accompanying Summary of Terms, then that Minimum Interest charge will instead be imposed.

**When Interest Begins to Accrue**

Subject to any period to avoid paying Interest, Interest on Purchases will be imposed at the applicable Monthly Periodic Rate from the date each Purchase is made and will continue to accrue on unpaid balances as long as they remain unpaid. You will have at least a one month period to repay any new Purchases included in the New Balance (if any) shown on your statement for any Billing Cycle to avoid incurring an additional Interest charge on new Purchases. No Interest charge on Purchases will be imposed for any Billing Cycle in which the Previous Balance is zero or a credit balance. Interest on Cash Advances and Interest on Balance Transfers will be imposed at the applicable Monthly Periodic Rate from the date each Cash Advance or Balance Transfer is made and will continue to accrue on unpaid balances as long as it remains unpaid. There is no time period within which to pay to avoid Interest on Cash Advances or on Balance Transfers.

**Calculating the Balance Subject to Interest**

**Average Daily Balance of Cash Advances (including new Cash Advances):** To get the Average Daily Balance of Cash Advances, we take the beginning Cash Advance balance of your Account each day, add any new Cash Advances as of the date of transaction and subtract the applicable portion of any payments and credits as of the date of posting. This gives us the daily balance for Cash Advances. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Cash Advances.

**Average Daily Balance of Purchases (including new Purchases):** The balance calculation method for Purchases is the Average Daily Balance (including new purchases). To get the Average Daily Balance of Purchases, we take the beginning Purchase balance of your Account each day, add any new Purchases as of the date of transaction, and subtract the applicable portion of any payments and credits as of the date of posting. This gives us the daily balance for Purchases. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Purchases.

**Average Daily Balance of Balance Transfers (including new Balance Transfers):** To get the Average Daily Balance of Balance Transfers, we take the beginning Balance Transfer balance of your Account each day, add any new Balance Transfers as of the date of transaction and subtract the applicable portion of any payments and credits as of the date of posting. This gives us the daily balance for Balance Transfers. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Balance Transfers.

**Computing the Monthly Periodic Rate and corresponding ANNUAL PERCENTAGE RATE (APR)**

**Regular Terms**

**Promotional or Introductory Monthly Periodic Rates:** Any Promotional or Introductory Monthly Periodic Rate(s) and corresponding ANNUAL PERCENTAGE RATE, the type of average daily balances to which it applies if it does not apply to all your average daily balances, and the period for which it is applicable, are shown on the accompanying Summary of Terms. However, if we fail to receive your Minimum Payment by the Payment Due Date in any two consecutive Billing Cycles, then any Promotional or Introductory Monthly Periodic Rates and corresponding ANNUAL PERCENTAGE RATE will be replaced by the applicable Monthly Periodic Rate and corresponding ANNUAL PERCENTAGE RATE determined as described below under "Regular Monthly Periodic Rates" and "Penalty Monthly Periodic Rate", and any Promotional or Introductory period that would otherwise have remained in effect will be deemed to have terminated early. Except during periods and with respect to balances for which such a Promotional or Introductory Monthly Periodic Rate is applicable, each Monthly Periodic Rate and corresponding ANNUAL PERCENTAGE RATE applicable to your Account will be determined as described below under "Regular Monthly Periodic Rates" and "Penalty Monthly Periodic Rate". As required by applicable law, you will receive advance notice of any increase in your Monthly Periodic Rate(s) and corresponding ANNUAL PERCENTAGE RATE. Such notice will also include the effective date of any increase.

**Regular Monthly Periodic Rates:** One or more Monthly Periodic Rates and corresponding ANNUAL PERCENTAGE RATES apply to your Account, as shown in the accompanying Summary of Terms and Card Carrier.

Purchases and Balance Transfers: The Regular Monthly Periodic Rate and corresponding ANNUAL PERCENTAGE RATE applicable to Purchases and Balance Transfers may vary. The Regular Monthly Periodic Rate applied in any Billing Cycle to the Average Daily Balance of Purchases and the Average Daily Balance of Balance Transfers will be equal to 1/12 of the total of (i) the highest Prime Rate published in the "Money Rates" section of *The Wall Street Journal* on the last business day of the calendar month in which the Billing Cycle begins (or if not published that day, on the date of its next publication



following that date), the “Prime Rate,” and (ii) the Margin shown in the accompanying Summary of Terms. The sum of the Prime Rate and the Margin will never be less than the Floor Rate or greater than the Ceiling Rate if so indicated on the accompanying Summary of Terms. The Prime Rate utilized may not be the lowest rate offered in the market. The current Regular Monthly Periodic Rate(s) and corresponding ANNUAL PERCENTAGE RATE(S) under the above formula are shown on the accompanying Summary of Terms. If the Prime Rate increases, the Regular Monthly Periodic Rate(s) and corresponding ANNUAL PERCENTAGE RATE(S) under the above formula may increase. As a result, the Interest, the Minimum Payment, and the number of payments may also increase. Any new Regular Monthly Periodic Rate(s) will apply to your entire Average Daily Balance of Purchases and your Average Daily Balance of Balance Transfers, including both existing balances and new transactions, and determined as described above.

**Cash Advances:** The Regular Monthly Periodic Rate and corresponding ANNUAL PERCENTAGE RATE applicable to Cash Advances is a fixed rate. The Regular Monthly Periodic Rate and corresponding ANNUAL PERCENTAGE RATE applicable to your Average Daily Balance of Cash Advances is shown on the accompanying Summary of Terms.

**Penalty Terms**

**Penalty Monthly Periodic Rate:** Notwithstanding the above provisions relating to Promotional or Introductory Monthly Periodic Rates and Regular Monthly Periodic Rates, following the occurrence of either of the Penalty Rate Conditions listed in the accompanying Summary of Terms, the Monthly Periodic Rate and corresponding ANNUAL PERCENTAGE RATE applicable to each Average Daily Balance of your Account will be the fixed rate shown as the Penalty Monthly Periodic Rate and corresponding ANNUAL PERCENTAGE RATE on the accompanying Summary of Terms, but (with respect to each such balance) only if that Penalty Monthly Periodic Rate and corresponding ANNUAL PERCENTAGE RATE represent an increase over the Monthly Periodic Rate and corresponding ANNUAL PERCENTAGE RATE that would otherwise then apply to each balance. In any event you will receive applicable advance notice of any increase to your Periodic Rate(s) and corresponding ANNUAL PERCENTAGE RATE(S). Such notice will include the effective date of any increase.

**OTHER CHARGES**

In addition to Interest, a variety of fees and charges may be applied to your Account, as follows:

**Annual Membership Fee**

If there is an Annual Membership Fee for this Account it will be shown on the accompanying Summary of Terms. This fee will be assessed annually on the anniversary date of your Account.

**Late Payment Charge**

If we do not receive your Minimum Payment on or before the Payment Due Date, we will apply a Late Payment Charge to your Account in the amount shown in the accompanying Summary of Terms.

**Overlimit Fee**

If you have opted-in for Overlimit coverage and if your New Balance exceeds your Credit Line on the Closing Date of the Billing Cycle, we will apply an Overlimit Fee to your Account in the amount shown in the accompanying Summary of Terms. Only one Overlimit Fee will be assessed in any one Billing Cycle regardless of the number of times that your Account may become Overlimit.

**Returned Payment Fee**

Should any item in payment of your Account be returned to us unpaid for any reason, we will apply a Returned Payment Fee to your Account in the amount shown in the accompanying Summary of Terms.

**Documentation Fee**

You may request a copy of a statement previously sent to you for a Documentation Fee in the amount shown in the accompanying Summary of Terms, which will be added to your Account. Copies of sales tickets or other items posted to your Account may be obtained for a Documentation Fee in the amount shown in the accompanying Summary of Terms, which will be added to your Account. Notwithstanding the foregoing, we will not impose any fee in connection with a good faith assertion of a billing error or other exercise of your Billing Rights (see below under “Your Billing Rights Keep This Notice For Future Use”).

**LOST CARDS AND UNAUTHORIZED USE**

If your Card is lost or stolen or used without your consent, you may be liable for the unauthorized use of your Card, but you will not be liable for unauthorized use that occurs after you notify us orally or in writing of the loss, theft or possible unauthorized use at: Credit Card Center, P.O. Box 114, Jackson, MS 39205-0114 or 1-601-949-4462 or toll free at 1-(800) 243-2524. In any case, your liability will not exceed \$50.

**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, please write to us at Credit Card Center, P.O. Box 114, Jackson, MS 39205-0114. Write to us as soon as possible. We must hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. You can telephone us at 601-949-4462, 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, 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 Account bill automatically from your savings or checking account, you can stop the payment on any amount you think is in error. To stop payment, your letter must reach us three 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 for the amount you question, including Interest, and we can apply any unpaid amount against your Credit Line. 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 did not 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 is resolved.

If we do not follow these rules, we cannot 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:

- (1) 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
- (2) 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.

**OUR RIGHTS, AND HOW THEY AFFECT YOU**

**Telephone Monitoring**

From time to time, we may monitor telephone calls regarding your Account with us to assure the quality of our service. You acknowledge and agree to any such monitoring or recording of telephone calls.

**Refunds**

If a seller agrees to give a refund, you will accept a credit on your Account instead of a cash refund.

**No Waiver of Rights; Disputed Amounts**

**We can accept late or partial payments without losing any of our rights under this Agreement. You agree not to send us partial payments marked “paid in full,” “without recourse,” or similar language. If you send such a payment, we may accept it without losing any of our rights under this Agreement. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes “payment in full” of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount, must be mailed or delivered to Credit Card Center, P.O. Box 114, Jackson, MS 39205-0114.**

**Credit Reports and Information**

You authorize us to make or have made any credit, employment, or other investigative inquiries we deem appropriate (including without limit by obtaining a consumer report) prior to extending credit to you. You also authorize us to make such inquiries and obtain consumer reports when renewing, updating, or collecting on your Account in the future. Upon your request, we will tell you whether a consumer report was requested and the names and addresses of any consumer reporting agencies that provided such reports. You are advised that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of this Agreement.

**Notice of Inaccurate Information**

If you believe that we have information about you that is inaccurate or that we have reported or may report to a credit reporting agency information about you that is inaccurate, please notify us of the specific information that you believe is inaccurate by writing to us at Credit Card Center, P.O. Box 114, Jackson, MS 39205-0114.

**Collection and Default**

Unless prohibited by applicable law, your Account is considered to be in default if (1) we do not receive at least the Minimum Payment on or before the Payment Due Date, (2) you try to exceed or do exceed your Credit Line without permission, (3) you become subject to bankruptcy or insolvency proceedings, (4) you become subject to attachment or garnishment proceedings, (5) you give us any false information or signature, (6) you die, or (7) you fail to comply with any portion of this Agreement. Our accepting a late or partial payment does not waive the default. Default on this Account will constitute default on all accounts you hold with us, except to the extent prohibited by applicable law.

Subject to any notice of default and right to cure or other restrictions of applicable law, if you are in default, we may declare the entire balance due immediately. Unless prohibited by applicable law you agree to pay our reasonable costs and attorneys’ fees related to the collection of your Account.

**Change of Terms**

**Subject to the limitations of applicable law, we may, at any time, change or remove any of the terms and conditions of, or add new terms or conditions to, this Agreement. We will send notice of such a change to you then in the manner required by applicable law. As of the effective date, the changed or new terms will apply to new Purchases and Cash Advances and Balance Transfers made and/or posted to your Account after such date, and also to the outstanding balances(s) of your Account subject to the limitations of applicable law.**

**Delay in Enforcement**

We can delay enforcing our rights under this Agreement without losing them.

**OTHER PROVISIONS**

**Ownership and Use of Your Card**

As the Account Cardholder(s), you are liable for all credit obtained under your Account. If you authorize another person to use your Card or Check, you are liable for any credit obtained on your Account for as long as that person holds the Card or Check. In addition, you will remain liable until you recover possession of the Card or Check. Misuse of your Card by an authorized person will not be considered unauthorized use. See “Lost Cards and Unauthorized Use” above. All Cards and Checks issued by us remain our property. We reserve the right to cancel, suspend, recall or reissue any Card or Check at any time without prior notice. Upon demand, you must return any Card we supply to you or destroy the Card by cutting it in half immediately. Checks must be mailed or returned to us upon request. Cards may not be reissued if you move out of our service area.

**Internet Gambling Transactions**

Internet gambling transactions submitted for authorization will be declined. These transactions include, but are not limited to, lottery tickets, casino gambling chips, off-track betting and wagers at racetracks. This includes transactions on any Card or Account issued through us.

**Transactions**

You will retain for statement verification your copy of each purchase slip, Cash Advance or other transaction to your Account.

**Transfer and Termination of Your Account**

You may not transfer your Account to any other person. We may assign your Account to any other person at any time. Either you or we may terminate or suspend your credit privileges at any time. However, you will remain liable for all charges until they are paid in full.

**Honoring Your Card**

We are not liable for the failure or refusal of a merchant, ATM or other institution to honor your Card. Although you may have credit available, we will not be liable for the failure to authorize credit due to operational difficulties or mistakes. Transactions made above a certain dollar amount may require authorization by us before the transaction can be approved. In addition, we may limit the number and amount of transactions approved in one day for security reasons.

**Change of Address, Employment and Telephone**

We will send all written notices and statements to your address as it appears on our records. To avoid delays and missed payments that could affect your credit standing, you agree to advise us promptly if you change your mailing address, place of employment, or telephone number.

**Severability**

In the event that any provision of this Agreement is determined to be invalid or unenforceable for any reason, the remaining provisions will remain in effect.

**Entire Agreement; Interpretation**

This Agreement constitutes the final expression of the credit agreement between you and us relating to your Account. The headings used in this Agreement are for the convenience of reference only and are not intended to define or describe the scope or intent of any portion of the Agreement.

**Governing Law**

**This Agreement and your Account, and any claim, dispute or controversy (whether in contract, tort, or otherwise) at any time arising from or relating to your Account, this Agreement or any transferred balances, are governed by and construed in accordance with applicable federal law and the laws of Mississippi. The legality, enforceability and interpretation of this Agreement and the amounts contracted for, charged and reserved under this Agreement will be governed by such laws. This Agreement is entered into between you and us in Mississippi. We make decisions about granting credit to you from, extend credit to you under this Agreement from, and accept your payments in, Mississippi.**

The card issuer:  
Trustmark National Bank  
P.O. Box 114  
Jackson, MS 39205-0114

## Summary of Terms

Interest Rates and Interest Charges		
	Visa® Platinum	MasterCard®
Annual Percentage Rate (APR) for Purchases	<b>0.00% Introductory APR</b> for the first six billing cycles. After that, your <b>APR</b> will be <b>6.40%, 9.40% or 11.40% APR*</b> . This <b>APR</b> will vary with the market based on the Prime Rate;*** however, it will never be greater than <b>21.00% APR</b> (Ceiling).	<b>5.90% Introductory APR</b> for the first six billing cycles. After that, your <b>APR</b> will be <b>8.40%</b> on balances <b>&gt;\$2,000</b> ; <b>11.40% APR**</b> on balances <b>≤\$2000</b> . This <b>APR</b> will vary with the market based on the Prime Rate;*** however, it will never be greater than <b>21.00% APR</b> (Ceiling).
APR For Balance Transfers	<b>0.00% Introductory APR</b> for the first six billing cycles. After that, your <b>APR</b> will be <b>6.40%, 9.40% or 11.40% APR*</b> . This <b>APR</b> will vary with the market based on the Prime Rate;*** however, it will never be greater than <b>21.00% APR</b> (Ceiling).	<b>8.40% or 11.40% APR**</b> This <b>APR</b> will vary with the market based on the Prime Rate;*** however, it will never be greater than <b>21.00% APR</b> (Ceiling).
APR for Cash Advances	<b>19.90% APR</b>	<b>21.00% APR</b>
Penalty APR and When it Applies	<b>21.00%</b> This <b>APR</b> may be applied to your account if you <ol style="list-style-type: none"><li>1) Make a late payment</li><li>2) Make a payment that is returned for any reason</li></ol> <b>How Long Will the Penalty APR Apply?</b> If your APRs are increased for any of these reasons, the Penalty APR will apply until you make six consecutive minimum payments when due.	
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.	
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$0.50.	
<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> .		

\* Your regular APR for Purchases and Balance Transfers is based on our evaluation of your income and credit information at the time you apply.

\*\* Your regular APR for Purchases and Balance Transfers is determined for each Billing Cycle by adding a Margin based upon your Outstanding Balance to the Prime Rate.

\*\*\*The Prime Rate used is the highest "Prime Rate" as published in *The Wall Street Journal* on the last day of the month in which the Billing Cycle began or, if not published that day, on the next day published.

Fees	
<b>Annual Fee</b>	None
<b>Transaction Fees</b> • Foreign Transaction	<b>3%</b> of each Purchase or Cash Advance transaction amount
<b>Penalty Fees</b> • Late Payment • Over-the-Credit Limit • Returned Payment	Up to <b>\$37</b> Up to <b>\$37</b> Up to <b>\$37</b>

**How we will Calculate your Balance:** We will use a method called "average daily balance (including new purchases)." See your Cardholder Agreement for more details.

**Loss of Introductory APR:** We may end your introductory APR and apply the Penalty APR if you make a late payment.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

**Monthly Cash Rebate:** You will receive a 1.5%<sup>1</sup> Cash Rebate on qualifying gas and grocery purchases and a 0.50% Cash Rebate on all other purchases each billing cycle. Your Cash Rebate will be based on the total net Purchases (Purchases less Returns) posted to your Account during your Billing Cycle. Your Cash Rebate will be credited to your Credit Card Account, or a Trustmark deposit Account you have designated, by the fifth business day of the following Billing Cycle. Should the amount of Return exceed the Purchases during any Billing Cycle, resulting in a credit balance, your Account will be debited accordingly.

The Cash Rebate is offered at our sole discretion. We may, from time to time and in our sole discretion, change or limit any aspect of the Cash Rebate and its rules, restrictions, benefits or features, in whole or in part, including, but not limited to, suspending or terminating all of part of the Cash Rebate, with or without prior notice to you (except where required by law). We also reserve the right to add any Program membership or other fees or increase such fees, if any. Our decisions regarding the Program are final.

## Terms and Conditions

Authorization: When you respond to this credit card offer from Trustmark National Bank ("Trustmark," "we," or "us"), you agree to the following:

1. You authorize us to obtain credit bureau reports in connection with your request for an Account. If an Account is opened, we may obtain credit bureau reports in connection with extensions of credit or the review or collection of your Account. If you ask, we will tell you the name and address of each credit bureau from which we obtained a report.
2. You authorize us to check your credit and employment history and to answer questions about Trustmark's credit experience with you. You understand that we will retain this application.
3. If an Account is opened, you will receive a full Cardholder Agreement and Disclosure Statement with your card(s). By using the Account or any card, or authorizing their use, you agree to the terms of the Agreement. You agree that the Agreement and the Account will be governed by Mississippi and federal law.
4. You understand that the application for this request contains information that Trustmark is authorized to use, including, but not limited to, the credit bureau report(s), in consideration for other bank products/services unless you have advised Trustmark otherwise.

The CARD Act 2009 requires that you must have the ability to repay this new credit card debt.

**USA Patriot Act:** To help government fight the funding of terrorism and money laundering activities, Federal law requires us to obtain, verify and record information that identifies each person who opens an Account. What this means to you: When you open your Account, we will ask your name, street address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

<sup>1</sup> Cash Rebate of 1.5% applies to the Visa Platinum only. MasterCard Accounts will receive a 0.50% Cash Rebate on all net purchases.