



HANCOCK WHITNEY BANK
CREDIT CARD ACCOUNT AGREEMENT

WELCOME TO YOUR ACCOUNT

This document together with the document entitled “Your Account Opening Disclosures” is a contract (the “Agreement”) between you and Hancock Whitney Bank governing the terms of your credit card account with us (the “Account”) and each card issued to you or to your authorized user to access the Account (each, a “Card”). In this Agreement, the terms “we”, “our”, and “us” mean Hancock Whitney Bank, and “you”, “your”, and “Cardmember” mean each person who applied for or otherwise agreed to be liable for the Account. We have agreed to lend you money as described in this Agreement, and you promise and agree to pay us back together with all interest charges, fees and other charges assessed on your Account under this Agreement. By using or permitting others to use the Account or any Card or by making any payment on the Account, you indicate your acceptance of the terms and conditions of this Agreement. Please read this Agreement carefully and keep a copy of it for your records. If you have any questions, you may call us at the phone number listed in the “Your Billing Rights” section below, or on your billing statement or the back of your Card.

IMPORTANT DEFINITIONS

Please review the important terms below. These definitions and terms apply to this Agreement and your monthly billing statement. Other terms are defined elsewhere in this Agreement. If we use a capitalized term in this Agreement but do not define it in this Agreement, the term refers to the corresponding term used in your billing statement.

Credit Limit

This is the amount we will make available on your Account for your use. We will establish your credit limit, and we may establish different limits for different types of transactions, like purchase or cash advances. You agree not to exceed the established credit limits. You are responsible for repayment of the total balance of your Account, even if your balance exceeds your credit limits. You promise to pay any part of the balance of your Account that exceeds an established credit limit right away. We will tell you your credit limits when we send you your initial Card, and your current credit limits will appear on your billing statement. We may change your credit limits or cancel

or restrict your credit availability at any time subject to any requirements or limitations of applicable law. We may, at our option, allow your Account to exceed your applicable credit limits, but we have no obligation to you to do so.

Joint Account

If there is more than one Cardmember on the Account, it is a joint account, and each of you promise and agree to be jointly and severally liable for the payment of all amounts owed to us on the Account, regardless of which Cardmember or authorized user uses the Account. We may require any of you to pay the full amount owed without looking to anyone else for payment.

Authorized Users

An authorized user is any person you give your Card to or authorize to use a Card or your Account. You agree to be responsible for any use of your Account by any authorized user or anyone else that you permit to use your Account. If you wish to have an additional card issued in the name of an authorized user, please contact us and we will issue a Card with the name of the authorized user embossed on the card. We may request that you give us certain personal information about each authorized user, such as the person's name, address, social security number, and date of birth, and you must have permission from each authorized user to provide that personal information to us. If you want an authorized user to stop using your Account, you must notify us, and you must obtain possession of any Card, checks or other means of accessing your Account from the authorized user. You will remain liable for all transactions on your Account by your authorized user until you recover possession of the Card, checks or other means of accessing your Account to our satisfaction. If you wish to terminate an authorized user, we may also close your Account and open a new Account with a different Account number.

Annual Membership Fee

If your Account has an annual fee, the amount will appear on Your Account Opening Disclosures which accompany your Card and this Agreement, and you will be responsible for it every year your Account is open or until your Account is closed and paid in full. If your Account has an annual fee, we will add your annual fee to your billing statement once a year, whether or not you use your Account.

Amendments

We may change the terms of this Agreement including Annual Percentage Rates and fees from time to time. We may also add new terms or delete terms. In addition, we may replace your Card with another card at any time. Annual Percentage Rates or other terms may also change without amendment, for example when the Prime Rate changes. See the "Variable Rates" section for details. We may change these terms based on changes to your risk profile, such as changes in your patterns of payments, transactions, balances, utilization of this and other accounts

and credit bureau information. We may also change the terms for reasons unrelated to your risk profile such as economic and market conditions, our business needs or applicable law. We will comply with any notice requirements and other restrictions of applicable law that are in effect at that time.

Billing Cycle

A billing cycle is the period of time between closing dates for monthly billing statements on your Account.

Closing Date

A closing date is the date of the last day of a billing cycle.

New Balance

Your New Balance is the outstanding unpaid balance of your Account on the closing date.

Previous Balance

Your Previous Balance is the outstanding unpaid balance of your Account at the beginning of the billing cycle.

Monthly Billing Statement

At the end of each billing cycle, we will send a monthly billing statement for all accounts with a credit or debit balance. The billing statement includes important information including (but not limited to) your New Balance, minimum payment due, credit limit, cash credit limit, transactions since the last billing statement, and any applicable fees and interest charges.

Payment Due Date

Payments are due on the payment due date shown on your billing statement. The billing statement also explains when and where the payment must reach us in order to be considered received as of that date. Payments are credited as of the date of receipt, if the payment is received by the required time at the address shown in the top portion of your billing statement. If the payment due date falls on a weekend or holiday, we will treat any payment received by the required time on our next business day at the address designated by us for the payment on the billing statement as being received by us on the payment due date. If the payment does not conform to these payment instructions, crediting may be delayed and additional charges may be imposed.

Variable Rates

Your Account has variable Annual Percentage Rates. We calculate variable Annual Percentage Rates by adding a margin to the highest U.S. prime rate published in the Money Rate section of *The Wall Street Journal* three business days (not weekends, or federal holidays) before the billing cycle closing date shown on your billing statement. The Annual Percentage Rate may increase or decrease each month if the prime rate changes, and any new rate will become effective retroactive to the beginning of the billing cycle during which the prime rate changed and will apply to that entire billing cycle. If the Annual Percentage Rate increases, you will pay a higher

interest charge and may pay a higher minimum payment. See the “Interest Charges” section below for more details on the variable Annual Percentage Rates and how we calculate interest charges on your Account.

Default

Your Account will be in default if:

1) You do not pay at least the minimum payment when due; 2) You exceed your credit limit(s); 3) You fail to comply with this Agreement or any other agreement you have with us; 4) We believe you may be unable or unwilling to pay your debts on time; 5) You die or become incompetent, imprisoned or insolvent or file for bankruptcy; 6) You gave us false or misleading information on your application or at any other time; 7) More than one payment you made was returned to us unpaid within a 12 month period; or 8) You or any of your property become subject to seizure, attachment or garnishment proceedings. Our acceptance of any payment on the Account after a default will not be a waiver of the default.

If your Account is in default, we may, at our option, suspend or terminate your ability to use the Account, close the Account, and require you to pay your unpaid balance immediately, all without demand or notice to you except as required by applicable law. We can also begin collection activities. If you are in default, we may, subject to any applicable legal limitations, require you to pay our collection costs, attorneys’ fees, court costs, and all other expenses of enforcing our rights under this Agreement, and you agree to pay those costs, fees and expenses. Any rights or remedies we have under this Agreement are in addition to any rights or remedies we may have under any other agreement with you or under applicable law, all of which are cumulative.

Business Day

When we use the term Business Day, this generally refers to any day in which our normal business operations are conducted. This is generally considered to be Monday through Friday and excludes weekends and may exclude federal holidays.

USING YOUR ACCOUNT

You agree to use your Account only for personal, family or household purposes. You agree you will not use or permit your Account to be used for illegal purposes, such as illegal internet gambling. We may charge your Account for any illegal transaction, and we will not be liable if you engage in an illegal transaction. You may not use your Account to conduct transactions in any country or territory or with any individual or entity in violation of any sanctions, restrictions, or prohibitions administered or enforced by the U.S. Department of Treasury’s Office of Foreign Assets Control (OFAC). We will have no liability to you for blocking or failing to block any such transactions. We will have no liability for any refusal by any merchant, financial

institution, or other person to accept any card. You may use your Account in the following ways:

Purchases

You may use your Account to obtain goods, services, or products from merchants or businesses that accept your Card. We authorize charges to your Account in accordance with the terms of this Agreement.

Balance Transfers

If eligible, you may transfer outstanding balances on other loans or accounts that you owe to your Account by using convenience checks, calling us, or using online or digital transfer. You should be careful to monitor and to continue to make required payments on any account you transfer a balance from until you know that the other creditor has given you credit for the balance transfer. We permit balance transfers from most non-Hancock Whitney accounts. We do not permit balance transfers from other accounts or loans you have with us or with any of our related banks or companies.

Cash Advances

You may obtain cash advances from automated teller machines (“ATMs”) and banks that accept your Card. We may make only a portion of your total credit limit available for cash advances. The portion of your credit limit available for cash advances will be further limited by any unpaid cash advances at the time of the transaction. Your credit limits, including the cash credit limit, are shown on your billing statement. Cash advances from ATMs may be limited as to amount and frequency. For example, dollar limits may apply to individual transactions and daily limits may apply to the total amount of cash advances which may be obtained in a single day. Different ATM operators may have different transaction limits and may impose additional fees. If the ATM operator charges any fee, that fee will be included as part of the total cash advance amount. We have no control over any ATM operator or network limits or fees other than our own. We treat certain other cash-like transactions as cash advances including purchasing travelers checks, foreign-currency, money orders, depositing a convenience check into a personal or business account, wire transfers or similar-cash-like transactions; purchasing lottery tickets, casino gaming chips, race track wagers or similar betting transactions; and making a payment using a third party service. Unless we say otherwise, convenience checks made payable to cash or to yourself may be treated as a cash advance.

Convenience Checks

Convenience checks may be offered periodically as an additional means to access the credit on your Account. We are unable to stop payments on convenience checks. We will not return paid convenience checks to you, but you may ask for copies. See Your Account Opening Disclosures for any documentation fees. Some restrictions apply to use of

convenience checks: they may not be written as payment on any other loan or credit account with us or any of our related banks or companies; they may be used only by the person whose name is printed on the check; they must be written in U.S. dollars; they cannot be certified; you cannot assert a claim against us if you have a dispute with a merchant about any purchase or transaction that you paid for using a convenience check; and we reserve the right to place other conditions and limitations on the use of convenience checks and the right to decline and return unpaid any convenience check in our discretion. We will generally treat convenience checks as balance transfers for purposes of calculating interest charges and fees, except convenience checks made payable to cash or to yourself or deposited into a personal or business deposit account may be treated as a cash advance. See the "Interest Charges" section below for more details. Purchases or balance transfers made using convenience checks are not eligible for rewards points.

Automatic Charges

You may set up scheduled and repeat transactions to your Account. If your Account is closed or suspended, or your Account number changes, you will need to contact any persons that you are paying by automatic transactions with updated payment information. We are not responsible for scheduled and repeat transactions if your Account is closed or suspended, the Account number changes, or if you do not have sufficient credit available on your Account for any reason. You, the Cardmember, are responsible for initiating, maintaining and terminating all scheduled, automatic charges to your Account.

Mobile Devices

You or an authorized user may be permitted to load your Account information to an app on a smartphone or other electronic device, such as a mobile wallet, which may be used for purchases or other transactions without presenting the Card. Any such transactions are covered by this Agreement. We have no responsibility for the performance of any app or device. You should protect the security of any electronic device just as you would your Card or other valuable information. Fees may be charged by third parties related to any such transaction, such as data or messaging charges. We may at any time restrict or limit your ability to make transactions using your Card or Account information through a third party or electronic device.

Foreign Transaction Fees and Exchange Rate

If we charge a foreign transaction fee on your Account, the amount will appear in Your Account Opening Disclosures, and the fee will apply to transactions that are made in a currency other than U.S. Dollars. You agree to pay those charges. If you make a transaction in a foreign currency, the card association or network will convert the transaction into U.S. Dollars in accordance with its operating rules then in effect. The card association may charge a conversion fee when this is done

which may be added to the amount of the transaction. We do not determine the exchange rate or card association fees. The exchange rate used may differ from rates available from other financial institutions in the U.S. or in the country in which the transaction occurred. The exchange rate on the processing date may differ from the rate on the transaction date or posting date. And in the case of returned merchandise or other credits for transactions in a foreign currency, the exchange rate used may differ from the rate applied to the original transaction.

[Authorization of Transactions/Closing Your Account](#)

We do not guarantee approval of transactions, and we reserve the right to deny transactions for any reason, such as default or suspected fraudulent or illegal activity, or any indication of risk related to the transaction or Account. We also reserve the right to close or suspend your Account. Sometimes we limit or suspend credit availability or close accounts for reasons other than your actions or inactions, such as market conditions or our business needs. You may close your Account at any time by contacting us at the phone number listed in the "Your Billing Rights" section below, or on your billing statement or the back of your Card, or you may write to us at the address on your billing statement. Each Card is the property of Hancock Whitney Bank, and may be cancelled by us at any time and must be surrendered to us upon request. We may decline transactions or suspend or close your Account for any reason, such as operational matters, the Account is in default, or we suspect fraudulent or unlawful activity, or for no reason. We are not responsible for any losses associated with a declined transaction or suspended or closed Account. After your Account is closed, whether by you or by us, you may no longer make transactions on your Account, but you remain liable for all amounts you owe under this Agreement, and our rights and your obligations under this Agreement will continue until we receive payment in full of all amounts you owe.

REPAYMENT

You promise to pay us for all transactions on your Account including those made by anyone you permit to use your Account together with all interest charges, fees and other amounts you owe us under this Agreement. We will send you a billing statement, if one is required, each month. It will show your minimum required payment. After you make a payment, it may take up to 10 days to restore available credit on your Account. If there is more than one Cardmember on this Account, we may send the billing statement to any one of you.

[Payment Instructions](#)

You must follow the payment instructions on your billing statement. If you pay us by check, money order, or electronic payment it must be drawn on a U.S. bank or a foreign bank branch in the U.S. All payments must be in U.S. Dollars. You authorize us to convert any check, draft or other paper item to an

electronic transaction. We will credit your payment as of the same day we receive it if the payment is made following the instructions on your billing statement and we receive it by the time and at the location specified. Credit for payments made at any other location or by any other method may be delayed. If we receive a payment check that is postdated, you agree that we may process it or return it to you, in either case without waiting for the check date, and we will not be liable for any loss or expense you may incur. We may accept and process any check or other payment marked as "paid in full" or with any other restrictive words without losing any of our rights to collect the full amount of your Account balance. You agree not to pay this Account using another Hancock Whitney Bank credit or loan account without our permission, and you agree not to pay this Account using a convenience check.

Minimum Payment

Your minimum payment due each month will be rounded up to the nearest dollar and be the greater of (i) \$10.00 or (ii) 2% of the New Balance on your billing statement or (iii) the total of any interest charge and all outstanding charges and fees. If applicable, your minimum payment due will also include the greater of the past due amount of any prior minimum monthly payments or the amount by which the New Balance exceeds the approved credit limit(s) on the Account. If the New Balance is less than \$10.00, your minimum payment due will be the amount of the New Balance. You agree to pay at least the minimum payment when due. You also agree to pay all past due and over the limit amounts by the payment due date or sooner if we ask. You can pay down balances faster by paying more than the minimum payment. You may also prepay your Account in full or in part at any time without penalty. Any partial prepayment will not affect your obligation to continue to make minimum payments when due, and interest charges may continue to accrue on your remaining balance. Your payment due date will be at least 25 days after each billing cycle closing date. If you fail to make a required minimum payment on or before the payment due date, you agree to pay the Late Payment Fee disclosed in Your Account Opening Disclosures. The minimum payment, past due amount, over the limit amount, and any late payment fees will appear on your billing statement.

Grace Period on Paying Interest on Purchases

The grace period is the time when you are not charged interest on new purchases made with your Card. Balance transfers, including convenience checks, and cash advances do not have a grace period. We do not charge interest on any part of the balance of purchases you make with your Card that you pay before the end of the grace period. See the "Payment Allocation" section below for more information on how the allocation of payments may affect the grace period on purchases. Also, for more details about how we calculate your interest charges, see the "Interest Charges" section of this Agreement.

Payment Allocation

When you make a payment, generally, we first apply your minimum payment to the balances included in calculating your minimum payment. Any payment above your minimum payment will generally be applied to the balances with highest Annual Percentage Rate, and then to each successive balance bearing the next highest Annual Percentage Rates. You can reduce the amount of interest you pay by making payments larger than the minimum payment due.

Applying payments above the minimum payment to the balances with higher Annual Percentage Rates first could, in some instances, mean you will not receive the full benefit of the grace period for new purchases. If, for example, the Annual Percentage Rate on purchases is higher than the Annual Percentage Rate on cash advances or balance transfers, payments above your minimum payment amount may be allocated to the balance of purchases, including new purchases that have not yet been billed for the first time, before being allocated to any balance transfer or cash advance balances. This could also result in additional interest charges on any balance transfer or cash advance balances because interest charges apply to balance transfers and cash advances until they are paid in full.

Credit Balances

You may request a refund of any credit balance. We do not pay interest on credit balances. If you do not request a refund, we will apply your credit balance to new charges on your Account. If a credit balance meets a minimum threshold amount and remains on your Account for a minimum time period as defined by applicable law, we will automatically refund it to you.

INTEREST CHARGES

This section describes how we compute interest charges on your Account. The Monthly Periodic Rates and Annual Percentage Rates in effect at the time this Agreement was prepared may be found in Your Account Opening Disclosures. You promise and agree to pay the interest charges and fees as provided in this Agreement and Your Account Opening Disclosures.

Periodic Interest Charge Calculation

We compute interest charges separately on purchases, cash advances, balance transfers, and promotional balances, and the total interest charges will be disclosed on your billing statement as Interest Charge. No interest charges will be imposed on new purchases made with your Card that are billed for the first time if you pay the entire New Balance of your Account shown on the billing statement by the Payment Due Date. Interest charges will be imposed on cash advances from the date of the transaction and continuing until the balance of cash advances is paid in full. Interest charges will be imposed on balance transfers beginning on the date each transaction is posted to your Account and continuing until the balances are paid in full. There is no grace

period to avoid paying interest charges on cash advances or balance transfers.

Average Daily Balance

We figure the interest charges on your account by applying the applicable Monthly Periodic Rate to the average daily balance (including new transactions) for each transaction category on your Account. Transaction categories include purchases, balance transfers, cash advances, and promotional balances. We calculate the “average daily balance” for each transaction category by taking the beginning balance of that transaction category each day and adding any new transactions in that category to the balance (except, we will not include new purchases made with your Card if you have paid in full the New Balance on your previous billing statement by the Payment Due Date on that statement or if the New Balance on your previous billing statement was zero). We then subtract any payments or credits and unpaid interest or other “Finance Charges” allocated to the transaction category balance for the day. This gives us the daily balance for the transaction category. The daily balances for the transaction category are then added together and divided by the number of days in the billing cycle. The result is the average daily balance for that transaction category and is shown on your billing statement as the “Balance Subject to Interest Rate.”

Introductory and Promotional Rates

Your Account may be eligible for introductory rates. If so, this will be described in Your Account Opening Disclosures. If you are offered a promotional rate after your Account is opened, the terms will be provided to you at that time. After any introductory or promotional rates expire, the remaining balances will be subject to the applicable standard variable Annual Percentage Rates.

Variable Annual Percentage Rates and Monthly Periodic Rates

Your Account has a variable Annual Percentage Rate for each transaction category. We determine the variable Annual Percentage Rate separately for each transaction category by adding a margin to the highest U.S. Prime Rate published in the Money Rate section of *The Wall Street Journal* three business days (not weekends, or federal holidays) before the closing date shown on your billing statement. A different margin may apply to different transaction categories. (See Your Account Opening Disclosures for information on your margins.) The Annual Percentage Rate may increase or decrease each month if the Prime Rate changes. Any new rate will become effective retroactive to the beginning of your billing cycle during which the Prime Rate changed, and the new rate will apply to that entire billing cycle. If the Annual Percentage Rate 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* changes its method of determining, or stops publishing, the Prime Rate, we may substitute a different reference rate.

To calculate the Monthly Periodic Rate for each transaction category, we divide the Annual Percentage Rate for that category of transactions by 12. We may combine different transaction types that have the same monthly interest rates. To calculate the interest charges on your Account:

- We multiply the Monthly Periodic Rate by the Average Daily Balance for each transaction type.
- We add together the interest charges for each transaction type for the billing cycle.
- If a minimum interest charge is disclosed in Your Account Opening Disclosures, we will charge you at least the minimum interest charge any time an interest charge is due.

[Adding New Transactions and Fees](#)

We add transactions and fees to your daily balance no earlier than:

- For new purchases or cash advances – the date of the transaction.
- For convenience checks and balance transfers – the date of posting to your Account.
- Fees – either on the date of a related transaction, the date they are posted to your Account, or the last day of the billing cycle, whichever we may choose.

[Residual Interest](#)

Interest charges will be imposed on cash advances from the date of the transaction and continuing until the balance of cash advances is paid in full. Interest charges will be imposed on balance transfers beginning on the date each transaction is posted to your Account and continuing until the balances of balance transfers are paid in full. Even if you pay your New Balance in full by the payment due date, your next billing statement may include interest charges on previously billed cash advances and balance transfers for the period of time between your previous statement and the date your payment was applied.

[Penalty Annual Percentage Rates](#)

If a Penalty Annual Percentage Rate is disclosed in Your Account Opening Disclosures (“Penalty Rate”), the Penalty Rate disclosed will apply and become the Annual Percentage Rate applicable to purchases, balance transfers, and cash advances if you fail to make at least your minimum payment within 60 days after its due date, subject to any advance notice requirement required by applicable law. Your Account will remain at the Penalty Rate until you make six consecutive timely minimum periodic payments beginning with the payment due immediately following the effective date of the Penalty Rate. At the time you meet these requirements, the Penalty Rate will terminate and your Annual Percentage Rate will revert to the Annual Percentage Rate defined in Your Account Opening Disclosures. If we decide not to increase your Annual Percentage Rate even though there is a default, or if we do not increase your Annual Percentage Rate to the maximum Penalty Rate stated in the then-current Your

Account Opening Disclosures, we reserve our right to increase your Annual Percentage Rate to the Penalty Rate in the event of any future or continuing default. We may in our discretion determine to charge reduced Penalty Rates or reinstate standard rates for all or selected balances of your Account without notice.

PAYING FEES AND INTEREST

Paying Fees

Certain transactions and situations may cause your Account to receive a fee or have another impact on your Account. The amounts of these fees are disclosed in Your Account Opening Disclosures. Your Account Opening Disclosures may indicate an amount “up to” a certain limit for penalty fees, like a late payment fee, because applicable law may restrict our ability to impose the full amount of the penalty fee in some circumstances. If this applies, additional detail reflecting limitations imposed under applicable law will be explained in the “Penalty Fees” provision below the rates and fees table in Your Account Opening Disclosures. Additional services we may offer after your Account is opened may incur additional service fees; be sure to carefully review the details of any additional services to understand the terms.

Paying Interest

To avoid paying interest on new purchases, pay your New Balance in full each month. We will not charge you interest on new purchases billed for the first time if you pay your entire balance by the due date each month. We will begin charging interest on balance transfers on the posting date. We will begin charging interest on cash advances on the transaction date. You cannot avoid paying interest on cash advances or balance transfers.

Cash Advance Fee

A transaction fee will be imposed on each cash advance and added to your Account. The amount of the fee is disclosed in Your Account Opening Disclosures.

Balance Transfer Fee

A transaction fee will be imposed on each balance transfer and added to your Account. The amount of the fee is disclosed in Your Account Opening Disclosures.

Convenience Check Fee

A transaction fee will be imposed on each convenience check. We generally treat convenience checks like balance transfers and the balance transfer fee disclosed in Your Account Opening Disclosures will be imposed on each convenience check. However, a convenience check made payable to cash or to yourself or which is deposited into a personal or business deposit account may be treated as a cash advance, and the cash advance fee disclosed in Your Account Opening Disclosures may be imposed.

[Returned Payment Fee](#)

Do not submit a payment that could be returned unpaid. If a Returned Payment Fee is disclosed in Your Account Opening Disclosures, we may charge this fee if the payment you offer to us is not honored, is returned unpaid, or cannot be processed for any reason.

[Collections and collection costs and expenses](#)

Do not default. If you are in default, we may take the actions described in the “Default” section under Important Definitions above.

FREQUENT INQUIRIES

Review this section for common situations or questions that might require action by you or Hancock Whitney.

[You think you found a mistake on your statement.](#)

Contact us at the phone number listed in the “Your Billing Rights” section below, or on your billing statement or the back of your Card, or you may write to us at the address on your billing statement. We will investigate and contact you with our findings. Please see the “Your Billing Rights” section below for more details.

[You are dissatisfied with a credit card purchase.](#)

You should first attempt to resolve the problem with the merchant. Then, contact us about the purchase. We will research the problem and contact you with our findings. Please see the “Your Billing Rights” section below for more details.

[Your card is lost or stolen or you suspect unauthorized use of your Account.](#)

If your Card is lost, stolen or you think someone used your Account without your permission, you should call us immediately at the phone number listed in the “Your Billing Rights” section below, or on your billing statement or the back of your Card. You may also contact us at the address shown on your billing statement. We need your help to find out what happened and correct the problem. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50 or any lesser amount set by applicable law or card association rules at the time of the occurrence.

[Your Account is closed or suspended.](#)

Even if your Account is closed or suspended, you remain responsible for your Account, and you must still repay all amounts you owe on the Account in accordance with the terms of this Agreement.

[You want to transfer a balance or make a cash advance.](#)

You will incur a transaction fee for these transactions. See Your Account Opening Disclosures for the amount of these fees.

Your address changes.

Let us know immediately if your address or contact information changes. You may contact us by calling the phone number listed in the “Your Billing Rights” section below, or on your billing statement or the back of your Card, or you may write to us at the address found on your billing statement.

OUR RELATIONSHIP WITH YOU

Maintaining a positive relationship with you is important to us. Please review these terms to understand more about your Account and this Agreement.

Communications

We may send cards, statements and other communications to you at any mailing or email address we have for you in our records. If more than one person is responsible for this Account, we can provide billing statements and communications to only one of you. When you give us your mobile phone number, you agree that we have your permission to contact you at that number about all your Hancock Whitney accounts. You also agree that your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts with us. Message and data rates may apply. You may contact us anytime to change these preferences. We may also send an email to any address where we reasonably believe we can contact you. Some of the legal purposes for calls, text messages and emails include: suspected fraud or identity theft; obtaining information; transactions on or servicing of your accounts; collecting on your accounts; and providing you information about our products and services. Notify us immediately of any changes to your contact information using the address or phone number shown on your billing statement or the phone number shown on the back of your Card.

Loyalty Programs

The terms and conditions for any loyalty programs offered for your Account are voluntary and separate and distinct from the terms of your Card Agreement. Participation in loyalty programs, such as rewards programs, means you agree to the loyalty program’s terms and conditions. We have the right to terminate loyalty programs at any time and without notice. In addition, the benefits and rewards of loyalty programs may be changed or removed at any time without notice to you. The separate and distinct loyalty agreement means a change to its terms in no way impacts the relationship maintained under this Agreement. For additional information about loyalty programs, you may call us at the phone number listed in the “Your Billing Rights” section below, or on your billing statement or the back of your Card.

Telephone Monitoring

We may listen to and record your telephone calls with us.

Credit Information

We may obtain and review your credit history from credit reporting agencies and others. We may, from time to time, obtain employment and income data from third parties to assist us in the ongoing administration and review of your Account. We may also provide information about you and your Account to credit reporting agencies and others. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. We may provide information to credit reporting agencies about this Account in the name of an authorized user. If you think we may have provided incorrect information, contact us and we will investigate.

Enforcement

We may enforce the terms of this Agreement at any time. If we choose, we may do any of the following without notice to you and without affecting your liability under this Agreement: 1) extend the time for payment, 2) waive or delay enforcing any of our rights without losing those rights, 3) release or excuse any Cardmember or guarantor from any obligations under this Agreement, or 4) release or surrender any collateral, all without losing our rights against any person. If any terms of this Agreement are found to be unenforceable for any reason, we may still enforce the other terms.

Security Interest

If you have other loans with us or take out other loans with us in the future, collateral securing those other loans will also secure your obligations to us under this Agreement. However, unless you expressly agree otherwise in writing and we give you any additional disclosures required by applicable law and regulation, your household goods and your primary dwelling will not secure your obligations under this Agreement even if we have or obtain later a security interest in the household goods or a mortgage or security interest on the dwelling. Also, we waive any rights we may have to offset any amounts you owe us under this Agreement against any funds you may have on deposit with us unless we first obtain a judgment against you for what you owe, or unless we have a consensual security interest in such funds or obtain or enforce a court order relating to the such funds.

Governing Law

This Agreement and your Account will be governed by applicable federal laws and the laws of the State of Mississippi, and those laws will apply no matter where you live or use this Account.

Assignment

We may assign your Account, balances you owe, or any of our rights and obligations under this Agreement without your consent. You may not assign any of your rights or obligations under this Agreement.

Relationship Pricing

Some accounts may receive rate and fee pricing based on the relationship of the Cardmember or account to us, such as employee accounts. If any relationship pricing is associated with this Account, that pricing may terminate at the point the relationship qualifying the Account terminates.

Covered Borrowers under the Military Lending Act

Some terms will not apply to any person who is a “covered borrower” under the Military Lending Act, 10 U.S.C. §987, at the time this Agreement is entered into. A covered borrower includes any person on active duty with the U.S. military and their dependents. Please see the section on “Important Information about the Military Lending Act” below for more information.

Severability

Hancock Whitney hopes for a long and positive relationship during which this Agreement will remain in place. The Bank fully anticipates that laws, regulations, statutes and court decisions will change over the course of our relationship. Should any part of the Agreement be negated by future laws, regulations, statutes or court decisions, the remainder of the Agreement will still bind the Cardmember relationship.

Your Billing Rights

Keep This Notice 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:

Hancock Whitney Bank
Credit Card Center
PO Box 61750
New Orleans, LA 70161-1750
1-800-448-8812

In your letter, give us the following information:

- Your name and Account number;
- The date and dollar amount of the suspected error.
- 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 at the address above. You may notify us using other ways (including telephone), 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 if 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 question 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 question, 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 that 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 has been settled between us. If we do not follow all of the rules above, you do not have to pay the first \$50 (or less, if required by applicable law or card association rules) of amount you question 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 are necessary if your purchase was based on an advertisement we mailed to 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:

Hancock Whitney Bank
Credit Card Center
PO Box 61750
New Orleans, LA 70161-1750

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.

IMPORTANT INFORMATION ABOUT THE MILITARY LENDING ACT

The Military Lending Act, 10 U.S.C. § 987, and related regulations of the U. S. Department of Defense (together, the “MLA”) provide important benefits to any person who is a “covered borrower” under the Act when obtaining certain types of consumer credit. Please review these terms to understand more about whether you are a covered borrower and how this affects your Account and this Agreement.

Who is a “covered borrower”?

The MLA generally defines a covered borrower as:

1. Full time active duty servicemembers and those under a call or order to active duty of 30 days or more, and those on Active Guard or Reserve Duty;
2. The covered servicemember’s dependents including his or her: spouse, children under age 21, children under age 23 enrolled as a full-time student at an institution of higher learning and dependent on the covered servicemember for over one-half of their support, children of any age incapable of self-support due to mental or physical incapacity that occurred while a dependent of the covered servicemember and who are dependent on a covered servicemember for over one-half of their support, parent or parent-in-law who is dependent on the covered servicemember for over one-half of the person’s support and who resides in the covered member’s household, and an unmarried person in the legal custody of the covered servicemember who: (i) is either under age 21, under age 23 and enrolled in a full time course of study at an institution of higher learning, or is incapable of self-support because of a mental or physical incapacity; (ii) is dependent on the covered servicemember for over one-half of the person’s support; and (iii) who resides with the covered servicemember unless separated by military service or to receive institutional care.

What are the benefits for covered borrowers?

- If you are a covered borrower, the MLA provides you with certain benefits when you obtain many types of consumer credit, including the following:
- 36% MAPR interest cap. The Military Annual Percentage Rate (MAPR) may not exceed 36%. This might sound unusually high, but this calculation includes more than just the interest rate. It also takes into account certain other fees and charges. The Statement of the Military Annual Percentage Rate below describes what is included in the MAPR.
- Certain credit or loan terms are prohibited including: use of mandatory arbitration clauses; waiver of any right to recourse under applicable state or federal law including the Servicemembers Civil Relief Act; requiring unreasonable notice from the borrower as a condition for legal action; requiring establishment of an allotment to repay the loan; prepayment penalties or provisions prohibiting prepayment; and requiring use of a check or other means of access to the borrower's deposit Account.
- Federal law requires that you receive a clear description of your required payments.

Some exceptions and limitations apply. This is not a comprehensive description of all of the terms of the MLA. You may want to consult with your military commanders, military legal assistance officers or other legal counsel for more information.

How does the MLA affect this Agreement?

If you are a covered borrower at the time you become legally obligated for this Account, the following additional terms will apply to you and will control over any inconsistent terms in the Agreement:

- We waive any annual fee. We will charge interest and impose other fees as provided in the Agreement, except that your MAPR will never exceed 36% (See the Statement of the Military Annual Percentage Rate below). See Your Account Opening Disclosures for a description of your required minimum monthly payment. You may prepay the balance of your Account in full or in part at any time without penalty.
- We waive any other provision or requirement of the Agreement which would violate the MLA. Any such waived provision or requirement is severed from this Agreement and does not apply to any Covered Borrower under this Agreement. We may enforce the remaining provisions of the Agreement.

Statement of the Military Annual Percentage Rate

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may

not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

[Payment Obligation](#)

Generally, your minimum monthly payment under your account shall be the greater of (i) \$10.00 or (ii) 2% of the New Balance on your billing statement or (iii) the total of any interest charge and all outstanding charges and fees. If the New Balance is less than \$10.00, your minimum payment due will be the amount of the New Balance. See the “Minimum Payment” section for details.

[For More Information](#)

You may call us at the phone number listed in the “Your Billing Rights” section above, or on your billing statement or the back of your Card, to receive a Statement of the Military Annual Percentage Rate and a description of your payment obligation, or if you have any questions about the MLA and your Agreement with us.

