

BankFirst Financial Services- Card Regulations

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

2. Membership Fees. Cardholder agrees that there is no annual membership fee for VISA and MasterCard accounts.

3. Use of Card. Credit for purchases from a merchant or a cash advance from a participating financial institution may be obtained by Cardholder or an authorized user of Cardholder's card presenting one of Cardholder's cards to the merchant or participating financial institution and, if requested, by providing the proper identifying information and signing the appropriate drafts. Failure to sign a draft does not relieve the Holder of liability for purchases made or cash received. The use of this card for illegal transactions is prohibited. The card may also be used to obtain cash advances from certain automated equipment provided it is used with Cardholder's correct Personal Identification Number ("PIN") issued to Cardholder. Cardholder may make only two cash advance withdrawals totaling not more than \$300 each day from compatible ATM terminals. Terminals or terminal operators may have other limits on the amounts or frequency of cash withdrawals. Cardholder will not be liable for the unauthorized use of the card or PIN issued to Cardholder which occurs before issuer receives notification orally or in writing of loss, theft or possible unauthorized use of a card or PIN.

4. Lost or stolen cards or PINS should be reported immediately to Issuer by notifying CUSTOMER SERVICE, P.O. Box 31535, Tampa, FL 33631-3535, and Telephone (866) 839-3485.

5. Use of BankFirst Financial Services card Checks. Credit obtained by use of a Statement Check shall be treated as a cash advance.

6. Credit Line. Cardholder will be informed, at monthly intervals, of the amount of the approved credit line established for Cardholder, and Cardholder covenants not to make credit purchases or borrowings in excess of that amount. Cardholder is liable for all purchases and borrowings made with Cardholder's cards by Cardholder or by anyone authorized to use Cardholder's cards.

7. Balance Transfers. 0% Introductory APR on Balance Transfers for 6 months limited to one 6 month offer; after that the APR will be based on your card product and will vary with the market based on the Prime Rate. During this 6 month offer the number of balance transfers is unlimited, up to the cardholder's credit line. If cardholder account goes over the credit limit and/or the account becomes 60 days delinquent or more then the 0% for 6 months introductory offer will be disqualified and will return to the standard APR for purchases based on your card product. There will be a balance transfer fee of 3% of the amount of each transfer.

8. Payments. Cardholder will be furnished a monthly statement for each billing period at the end of which there is an undisputed debit or credit balance of \$1.00 or more. Such statement shall be deemed correct and accepted by Cardholder and all holders of related card unless Issuer is notified to the contrary in writing within 60 days of mailing such statement. Cardholder shall pay within 25 days after each statement Closing Date either (a) the full amount billed ("New Balance") or, at Cardholder's option, (b) at least a minimum payment. The minimum payment required is a) the New Balance shown on your statement if the amount is equal to or less than \$27.00. b) If the New Balance exceeds \$27.00 the minimum payment is 5.00% of that portion of the New Balance which does not exceed your credit limit (rounded up to the nearest dollar), or \$27.00 whichever is greater, plus the entire portion of the New Balance in excess of your credit limit, plus any amount past due. Payments may be mailed to BankFirst Financial Services, P.O. Box 30131, Tampa, FL, 33630-3131 or may also be mailed directly to BankFirst Financial Services, P.O. Box 31, Macon, MS 39341. Payments may also be made, in person, at a BankFirst Financial Services office. Payments received after 5:00 p.m. on any processing day or at any time on any non processing day will be considered as payments made on the following processing day. All payments by Cardholder will be applied at the sole discretion of the Issuer. Issuer may accept checks marked "Payment in Full" or with words similar effect without losing any of Issuer's rights to collect the full balance of Cardholder's account.

9. Interest Rates & Charges. Cardholder shall pay Interest charges as shown on Cardholder's monthly statements, for each billing period in which there is a cash advance or the Previous Balance is not paid in full prior to the Closing Date of the billing statement. We figure the Interest Charges on your account by applying the monthly Periodic Rate to the entire "Balance Subject to Interest Rate." The "Balance Subject to Interest Rate" for purchases is the "average daily balance," of the account (excluding current transactions). The "Balance Subject to Interest Rate" for cash advances is the "average daily balance," of the account (including current transactions). To get the "average daily balance," we take the beginning balance of the account each day, add any new cash advances, credit purchases and other charges, and subtract any payments or credits, unpaid late charges, unpaid membership fees and unpaid Interest Charges. This gives us the daily balance. Then, we add up all of the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "AVERAGE DAILY BALANCE." Interest Charges for credit purchases begin on the date the purchase is posted to the account unless the Previous Balance shown on the statement is paid in full prior to the Closing Date of the statement. Credit purchases made during the statement period and the Previous Balance will be excluded from the calculation of the "average daily balance" if the Previous Balance shown on the front of the statement was paid in full prior to the Closing Date of the statement. The Interest Charges for cash advances begin on the date the advance is posted to the account. Cardholder may avoid additional Interest Charges on an account by paying in full the New Balance shown on the account's monthly statement within 25 days after the Closing Date for that statement. The current interest rate shall be established by Issuer from time to time, but shall never exceed the maximum rate permitted by law. The current interest rate per annum is the Annual Percentage Rate set forth in the New Account Rates and Disclosures tables provided with this agreement or at account opening.

10. Additional Fees. A late payment fee up to \$35 will be assessed if the calculated minimum payment is not received on or before the payment due date. These charges will not be imposed if Cardholder's request is in connection with or delivery of the documents in response to an alleged billing error under Regulations E or Z issued by the Board of Governors of the Federal Reserve System. Fees imposed will be posted to Cardholder's account. A returned check fee of up to \$35 will be assessed if you pay us with a check not honored by your financial institution. Additional charges,

BankFirst Financial Services- Card Regulations

plus applicable taxes, may also be assessed if you, request a copy of a document, request a replacement card or use your card for a transaction at an automated teller machine, if such charges are not prohibited by law or regulation. No finance charge will be assessed on such additional charges. A cash advance fee of 3% of the transaction or \$5.00, whichever is greater, will be assessed for each cash advance obtained over the counter equal to or greater than \$25.00. The standard cash advance amount allowed is 35% of the available credit limit. An expedited payment fee of up to \$10 will be assessed for payments made when speaking to a live representative for an expedited payment. No fee will be charged for any other method of payment.

11. Foreign Transactions. If a Cardholder's card is used to effect a transaction in a foreign currency, the transaction amount will be converted to U.S. dollars using either the government mandated exchange rate or the wholesale exchange rate, in effect one day before the date of the conversion, as applicable. All transactions in a foreign country are subject to a 2% conversion or processing fee.

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

13. Unauthorized use. If it is believed that the card has been used in an unauthorized manner, the Cardholder shall contact Issuer AT ONCE, in order to minimize possible losses. In most cases, the Cardholder will not be liable for any unauthorized transactions unless it is determined that the Cardholder was grossly negligent or fraudulent in the handling of the card. Notification can be made orally or in writing to:

Credit Card Security Department Telephone Number (800)-629-5249.

P O Box 30035

Tampa, Florida 33630

14. Amendments. Issuer may amend these regulations from time to time by sending Cardholder advance written notice not less than 45 days prior to the effective date for any change that is either adverse to Cardholder's outstanding balance or increases certain fees, or not less than 15 days prior to the effective date for other changes, or as may otherwise be required or permitted by law. To the extent that Issuer indicates in the notice and that the law permits, amendments will apply to Cardholder's existing account balance as well as to future transactions. Notices are deemed given when mailed by Issuer to any Cardholder to the current address for mailing monthly statements. Invalidation of any provision of these regulations shall not affect the validity of any other provisions.

15. Governing Law. Except to the extent that Federal law is applicable, the validity, construction and enforcement of this agreement and all matter's arising out of the issuance and use of the Card shall be governed by the laws of the state of MS.