

# Century Bank- Card Agreement

**CARDHOLDER AGREEMENT AND DISCLOSURE STATEMENT** This Agreement contains the terms that govern the use of your Visa Card/Mastercard 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, 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 Century Bank

**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.

## **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 or Cash Advance 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.

## **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 2% of your Total Balance or \$20.00. 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 25 days 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.

Payments may be mailed to: Century Bank, P.O. Box 647, Lucedale, MS 39452, or Card Services, P.O. Box 4521, Carol Stream, IL 60197-4521.

Payments may be made online at [www.mycardstatement.com](http://www.mycardstatement.com).

### **Application of Payments**

Payments will be credited to your account as of the date of receipt, unless a delay will not result in an increased finance or other charge.

All payments will be applied first to Interest Charges in the order of their entry to the account, second to additional fees and credit insurance charges, if any, in the order of their entry to the account, third to previously billed cash advances, purchases and other similar charges in the order of their entry to the account, and then to current cash advances, purchases and other similar charges in the order of their entry to the account.

### **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 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

(2) 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), except that if there is a periodic Interest charge so computed for Purchases or Cash Advances 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 will be imposed at the applicable Monthly Periodic Rate from the date each Cash Advance 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.

## **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.

## **OTHER CHARGES**

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

### **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**

You will not be charged a fee for going over your credit limit. However, any transaction that would cause you to exceed your credit limit may be declined. To avoid inconvenience when using your card, it is important to be aware of how close you are to your limit. This information can be found, day or night by going online to [www.mycardstatement.com](http://www.mycardstatement.com) or by calling the number on the back of your card.

### **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.

### **Foreign Transaction Fee**

If your card is used for purchases outside of the United States, a Foreign Transaction Fee will be applied to your Account in the amount shown in the accompanying Summary of Terms.

## **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: Card Services, P O Box 30495 Tampa, FL 33630, (727) 570-4881. 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: Card Services, P O BOX 30495 Tampa, FL 33630. 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: 1-800-423-7503, 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 in 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 us at: Card Services, P O BOX 30495 Tampa, FL 33630.

##### **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: Card Services, P O BOX 30495 Tampa, FL 33630.

##### **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 made and/or posted to

your Account after such date, and also to the outstanding balance(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, you are liable for any credit obtained on your Account for as long as that person holds the Card. In addition, you will remain liable until you recover possession of the Card. Misuse of your Card by an authorized person will not be considered unauthorized use. See "Lost Cards and Unauthorized Use" above. All Cards issued by us remain our property. We reserve the right to cancel, suspend, recall or reissue any Card 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. Cards may not be reissued if you move out of our service area.

##### **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. 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. We may terminate your privilege to use the cards if you move out of the service area, as defined by us from time to time.

##### **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, is 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 accordance to the laws of the State of Mississippi. We make decisions about granting and extending credit to you, and accept your payments in accordance to the laws of the State of Mississippi.

##### **Important Contact Information:**

**To report a card lost or stolen 24/7: (727) 570-4881**

**Customer Service: 1-800-423-7503**

##### **Website Information:**

[www.centurybank.net](http://www.centurybank.net)

[www.mycardstatement.com](http://www.mycardstatement.com)

[www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore)

##### **Mailing Address:**

Century Bank

P.O. Box 647, Lucedale, MS 39452

Or

Card Services, P O Box 4521, Carol Stream, IL 60197-4521

February 01, 2022



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**Your Billing Rights: Keep this Document for Future Use**

This notice tells you about your rights and 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 the address shown on your monthly billing statement.

In your letter, give us the following information:

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

You must contact us:

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

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

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

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

1. Within 30 days after 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 of the amount in 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 (or electronically) at the address shown on your monthly billing statement.

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.