

# WHITNEY NATIONAL BANK AFFINITY GROUP CARDHOLDER AGREEMENT AND DISCLOSURE STATEMENT AND PRIVACY NOTICE

This Cardholder Agreement and Disclosure Statement is the contract that governs the use of a Whitney Visa Classic Card account. This Cardholder Agreement and Disclosure Statement contains (1) the terms and conditions that bind the user of any Whitney Visa Classic Card Account or any Whitney Visa Classic Card issued in connection with the account and (2) the disclosures required by the Federal Truth in Lending Act. Use of the Whitney Visa Classic Card by the Cardholder or any Authorized User shall indicate that the Cardholder has agreed to pay all amounts due in accordance with the terms of this Cardholder Agreement and Disclosure Statement.

**1. Definitions.** The following definitions apply to the terms used in this Cardholder Agreement and Disclosure Statement or used in the monthly billing statement for a Whitney Visa Classic Card account:

- (A) "Account" means the account for which a Cardholder is issued one or more cards.
- (B) "Authorized User" means any person a Cardholder has authorized to use a Card or to obtain credit on an Account, whether or not the Authorized User is named in the Cardholder's application or request for a Card or an Account.
- (C) "Agreement" means this Cardholder Agreement and Disclosure Statement.
- (D) "Bank" means Whitney National Bank.
- (E) "Billing Cycle" means the time interval between monthly billing statement dates for monthly billing statements issued pursuant to the terms of this Agreement.
- (F) "Card" means each Whitney Visa Classic Card issued by the Bank to a Cardholder.
- (G) "Cardholder" means each natural person or organization, including, without limitation, a corporation, partnership, proprietorship, association, cooperative, estate, trust or government unit, to whom a Whitney Visa Classic Card is issued pursuant to the request or application of that person or organization.
- (H) "Cash Advance" means any extension of credit obtained from the Bank or another financial institution that accepts Visa credit cards, including cash obtained from an automated teller machine.
- (I) "Closing Date" means the date on the last day of a Billing Cycle.
- (J) "Monthly Periodic Rate" means the percentage rate of finance charge imposed against the outstanding balance on a monthly basis.
- (K) "New Balance" means the balance outstanding on the Account on the Closing Date.
- (L) "Previous Balance" means the outstanding unpaid balance on the Account at the beginning of the Billing Cycle.
- (M) "Purchase" means the purchase or lease of goods and the purchase of services and insurance from merchants or businesses that accept Visa credit cards through the use of a Card or the Account.
- (N) "Whitney Bank" means any banking subsidiary of Whitney Holding Corporation
- (O) "Affinity Group" means the members of any organization that is a party to an Affinity Group Agreement with Whitney National Bank.

**2. Agreement.** Pursuant to the Cardholder's request or application, the Bank has established an Account in the name of the Cardholder and has issued one or more Cards to the Cardholder. By requesting or applying for a Card or an Account, retaining a Card, signing a Card, using a Card, or using the Account, the Cardholder has agreed to the terms and conditions contained in this Agreement. This Agreement governs the Account and the use of any Card issued to the Cardholder in connection with the Account. The Bank agrees to pay the applicable merchant or business, in accordance with the terms and conditions of this Agreement, for the Purchases that the Cardholder or an Authorized User makes with a Card, and the Bank agrees to make Cash Advances, in accordance with the terms and conditions of this Agreement, to the Cardholder or an Authorized User. The Cardholder authorizes the Bank to charge the Account for all amounts the Bank pays on Purchases, for all amounts the Bank advances to any Cardholder or Authorized User on Cash Advances, and for all amounts the Bank advances or pays to third parties on behalf of a Cardholder or an Authorized User, including any amounts advanced on behalf of the Cardholder or an Authorized User as a result of the use of a Card to obtain any services offered by VISA U.S.A., Inc.

**3. Use of a Card/Account.** All Cards and/or Accounts shall be used solely for personal, family or household purposes. The Cardholder agrees that all Cards and Accounts shall be used solely for personal, family, household or other consumer purposes and agrees that Purchases and/or Cash Advances for business purposes shall not be obtained through a Card or Account. The Cardholder and any Authorized User may use a Card or the Account for Purchases, and the Cardholder may use a Card or the Account for Cash Advances. The Cardholder or an Authorized User must sign the panel on the back of each Card issued to the Cardholder. The effect of using the Account number for a Purchase or to obtain a Cash Advance without presenting a Card, as in a Purchase or Cash Advance made or arranged by mail or telephone, shall be the same as if the Card itself were presented to make the Purchase or to obtain the Cash Advance.

**4. Liability for Payment.** The Cardholder authorizes the Bank to charge the Account for all Purchases and Cash Advances resulting from the use of the Card or the Account. The Cardholder shall pay to the Bank all amounts owed on the Account, including, without limitation, the amounts paid or advanced by the Bank on all Purchases and Cash Advances, any finance charges assessed on the Account, and any other fees and charges the Cardholder owes to the Bank under the terms of this Agreement, by check or money order drawn on United States banks in United States dollars in accordance with the terms of this Agreement. If the Account is a joint Account, each Cardholder agrees to pay all amounts owed to the Bank on the Account. Each Cardholder on a joint Account shall be jointly, severally, and solidarily liable for the payment of all amounts owed to the Bank on the Account, regardless of which Cardholder or Authorized User used the Account.

**5. Authorized Users.** The authorization given to an Authorized User by the Cardholder shall continue in effect as long as the Authorized User has possession of a Card, and the Cardholder shall be liable for the payment of all amounts owing on the Account arising from an Authorized User's use of a Card during the time the Authorized User has possession of a Card. No revocation of the authorization given to an Authorized User by the Cardholder shall be effective or binding on the Bank until the Cardholder recovers possession of the Card or accounts for the Card to the Bank's satisfaction.

**6. Credit Limit.** The Bank, upon approving the Cardholder's application for an Account, shall establish a credit limit for the Account. The approved credit limit will be shown on the card mailer form and on each monthly billing statement. The Cardholder agrees not to exceed the credit limit established for the Account. The Bank shall have the right to demand immediate payment of any amount by which the balance owing on the Account at any time exceeds the approved credit limit. The Cardholder may request an increase in the approved credit limit after the Account has been open for six (6) consecutive months. Any such increase shall be entirely within the Bank's sole discretion and may, in the Bank's sole discretion, be conditioned on a review of the Cardholder's personal financial circumstances and other factors that might warrant an increase in the approved credit limit. The Bank shall have the right to reevaluate any Cardholder's financial condition at any time whatsoever, and the Bank may obtain a current credit bureau report and ask any Cardholder for current financial information in connection with any such reevaluation. The Bank shall have the right to immediately, without any notice whatsoever, increase or decrease the approved credit limit or to revoke all rights to use the Account based upon the results of a reevaluation.

**7. Transactions.** The Cardholder shall retain, for verification by the monthly billing statements sent to the Cardholder, copies of each charge ticket, slip, or other evidence of a transaction obtained in connection with each Purchase, Cash Advance, or other transaction on the Account. The Bank shall provide the Cardholder with a copy of its documentary evidence of a transaction on the Account upon receipt of the Cardholder's reasonable request or upon written notice of a billing error given to the Bank in accordance with the terms of this Agreement. Unless the documentary evidence is requested in connection with a billing error inquiry, the Bank may, subject to applicable law, impose a reasonable charge to cover its cost of supplying the evidence.

**8. Cash Advances.** The Cardholder agrees not to permit the total of the Cardholder's unpaid Cash Advances, when added to the total unpaid Purchases, finance charges, and other charges, to exceed at any time the approved credit limit on the Account.

**9. Monthly Billing Cycle.** The Bank shall send the Cardholder a monthly billing statement when there is a debit or credit balance in excess of \$1.00 or when a finance charge is imposed. The monthly billing statement shall show, among other things, all Purchases, Cash Advances, finance charges, other charges, the minimum payment due, the payment due date, payments made by the Cardholder, credits, the Previous Balance on the Account, and the New Balance on the Account. The Cardholder shall pay the Bank the full amount owed on the Account, as shown on the monthly billing statement, within 25 days from the billing date shown on the statement, or the Cardholder shall pay such amount in installments in accordance with the terms and conditions of this Agreement.

**10. Truth in Lending and Related Disclosures.** The words "you", "your" and "yours" used in this section of this Agreement refer to all Cardholders. The words "we", "us" and "our" used in this section of this Agreement refer to the Bank.

## (A) FINANCE CHARGES.

### (1) Circumstances Under Which A Finance Charge Will Be Imposed.

(a) **Purchases.** A finance charge will be imposed on Purchases outstanding during a Billing Cycle (including current Purchases) when there is a Previous Balance outstanding and it is not paid in full during the first 25 days of the Billing Cycle. You may avoid paying a finance charge on current Purchases included in the New Balance by paying the entire New Balance in full within 25 days after the Closing Date of the Billing Cycle during which the current Purchases are charged to your Account.

(b) **Cash Advances.** A finance charge in the form of the Monthly Periodic Rate will be imposed on Cash Advances outstanding during a Billing Cycle. New Cash Advance transactions will accrue a finance charge from the date of the transaction to the date of payment. There is no time period within which to pay to avoid these finance charges on Cash Advances.

### (2) Balance Upon Which A Finance Charge Will Be Imposed.

We figure a portion of the finance charge on the Account

by applying a Monthly Periodic Rate to each of the "average daily balances" of Cash Advances and Purchases (including current transactions) and adding the results.

(a) To get the "average daily balance" of Cash Advances, we take the beginning balance of your Account each day, add any new Cash Advances as of the date of the transaction and subtract any payments or credits, unpaid finance charges and other charges, as of the date of posting, and outstanding Purchases. This gives us the daily balance. Then, we add all of 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.

(b) To get the "average daily balance" of Purchases, we take the beginning balance of your Account each day, add any new Purchases as of the date of the transaction, and subtract any payments or credits, unpaid finance charges, and other charges, as of the date of posting, and outstanding Cash Advances. 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 the "average daily balance" of Purchases. If the Previous Balance is paid in full during the first 25 days of the Billing Cycle, the "average daily balance" of Purchases will be considered to be \$0.

### (3) Determining the Amount of the FINANCE CHARGE.

A portion of the FINANCE CHARGE imposed during a Billing Cycle will be determined by multiplying each of the average daily balances of Purchases and Cash Advances by the Monthly Periodic Rate. The Monthly Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE imposed on your Account during a Billing Cycle will be a variable rate that is subject to change from month to month. The Monthly Periodic Rate will not at any time fall below .4583% (corresponding ANNUAL PERCENTAGE RATE of 5.50%) nor exceed 1.50% (corresponding ANNUAL PERCENTAGE RATE of 18.00%). The currently effective variable Monthly Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE are disclosed on the card mailer form that accompanies your card and this agreement. The variable ANNUAL PERCENTAGE RATE will be determined using the Prime rate for the U.S. designated in the "Money Rates" section of *The Wall Street Journal* appearing in each issue. If more than one Prime rate for the U.S. is designated, we may choose the highest of such Prime rates. Subject to the above minimum and maximum ANNUAL PERCENTAGE RATES established for your Account, we will add 5.50% per annum to the Prime rate in effect on the last day of the current Billing Cycle to arrive at the variable ANNUAL PERCENTAGE RATE which will be applicable to the entire balance of your Account subject to a FINANCE CHARGE. The variable Monthly Periodic Rate will be 1/12 of an ANNUAL PERCENTAGE RATE equal to 5.50% added to the Prime rate. Any change in the Prime rate generally results in a corresponding change in the ANNUAL PERCENTAGE RATE applicable to your Account. The amount that your ANNUAL PERCENTAGE RATE changes also may be affected by the minimum and maximum ANNUAL PERCENTAGE RATES discussed above.

A portion of the FINANCE CHARGE imposed during a Billing Cycle will be determined by applying a fee of 2.5% to the amount of each Cash Advance transaction, including, but not limited to, each Cash Advance obtained through another financial institution or any automated teller machine. The fee will be included in any FINANCE CHARGE due.

## (B) Other Charges.

### (1) Late Charge.

If you do not make a payment on your Account at least equal to the minimum monthly payment due on your current monthly billing statement within ten (10) days of the closing date of the billing cycle within which the payment was due, you agree to pay a late charge of \$15.00. The late charge will be added to the balance on your Account.

### (2) Overlimit Charge.

You agree that in addition to paying on demand the amount by which you exceed your approved credit limit on the Account, you shall pay an overlimit charge of \$25. The overlimit charge will be assessed on the date your Account balance first exceeds your credit limit and on the first day of any subsequent Billing Cycle in which your Account balance exceeds your credit limit. The overlimit charge will be added to the balance of your Account.

### (3) Returned Check Charges.

You agree to pay a returned check charge of \$25 whenever your payment, whether in the form of a check or other instrument or an electronic payment, is returned to us unpaid because of an insufficient balance in your deposit account.

### (4) International Transaction Fee.

You agree to pay an International Transaction Fee of one (1%) percent on all International Transactions using your Card. The 1% will be assessed on the U.S. dollar amount of the transaction. An "International Transaction" is defined as any transaction where the Bank's country (the United States) is different than the country where the transaction was completed (i.e., where the merchant is located), whether or not a currency conversion is involved (i.e., even if the transaction is conducted in U.S. dollars). If an International Transaction is subsequently refunded, an additional one (1%) percent International Transaction Fee will be assessed on the refund transaction. The International Transaction Fee will be added to the balance of your Account.

## (C) Security Interest.

If we now or hereafter hold any title, mortgage, chattel mortgage, assignment, pledge, or security interest in any of your property, it may be that the terms of the instrument creating such title, mortgage, chattel mortgage, assignment, pledge, or security interest will also secure your obligations on the Account.

If you have mortgaged or otherwise granted in favor of us a security interest or shall hereafter mortgage or otherwise grant in favor of us a security interest in your personal residence as collateral or as security for any indebtedness now or hereafter owed to us, it is hereby understood and agreed that we hereby waive any claim, right, mortgage, or security interest we might acquire against your personal residence as collateral or as security for any obligation to us arising from or on the Account, from the use of any Card, or under this Agreement. We expressly reserve all rights not expressly waived in this Agreement under any mortgage or security interest we may have in your personal residence.

## (D) Your Liability for Unauthorized Use of Your Card.

You may be liable for the unauthorized use of your Card. You will not be liable for unauthorized use that occurs after you notify us at

Whitney National Bank  
Credit Card Department  
400 Labarre Road  
Jefferson, LA 70121-3809

Telephone Number  
(504) 849-6700  
1-800-326-3501

orally or in writing of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50.

## (E) 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, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, 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 credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us 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 finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, 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 ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

### **Special Rule for Credit Card Purchases.**

If you have a problem with the quality of property or services that you purchased with a Card in a consumer credit transaction, 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 \$50.00.

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These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services. However, you understand and agree that this Card/Account shall be used solely for personal, family, household and consumer purposes and that this Special Rule for Credit Card Purchases shall not apply to any purchase of property or services that is made for business purposes.

**11. Minimum Monthly Payment.** The Cardholder shall pay at least the minimum payment due shown on the monthly billing statement. The minimum monthly payment will always be rounded up to the nearest dollar multiple. If the Cardholder fails to pay the minimum monthly payment, the Cardholder's and any Authorized Users' right to use the Account and any Card may be revoked or terminated. The Cardholder shall have the right to pay an amount in excess of the minimum monthly payment, and the Cardholder shall have the right to pay the entire unpaid balance due on the Account at any time. The Cardholder shall send the minimum monthly payment to the Bank so that it will be received on or before the payment due date shown on the applicable monthly billing statement. The minimum monthly payment each month shall be \$10.00 or 2% of the total outstanding balance due on the Account as of the monthly billing date, whichever is greater, plus the past due amount of any prior minimum monthly payments and the amount by which the outstanding unpaid balance exceeds the approved credit limit on the Account.

If the total outstanding unpaid balance due on the Account is less than \$10.00, the minimum monthly payment due shall be such balance. The Cardholder may prepay the Account in whole or in part at any time without penalty. Any partial prepayment shall not affect the obligation to make subsequent minimum monthly payments, and a finance charge will continue to accrue on any remaining balance on the Account.

**12. Application of Payments and Credits.** All payments and credits on the Account shall be applied in the following order:

- To any finance charges;
- To returned check charges, late charges, overlimit charges, and annual fees;
- To Cash Advances previously billed;
- To Purchases previously billed;
- To Cash Advances not previously billed; and
- To Purchases not previously billed.

The Bank shall have the right to change the order of the application of payments at any time without prior notice to the Cardholder. Any payment received in the Bank's Lock Box Department prior to 3:00 P.M. CST on a banking day shall be credited to the Account on the date the payment was received, but the Bank shall have the right to limit the amount of credit available for the Account based on a payment until the check or other payment instrument is actually paid by the drawee. There may be a delay in crediting any payments received in the Bank's Lock Box Department after 3:00 P.M. CST on any date.

**13. Irregular Payments.** If the Cardholder or any other person or entity, including without limitation, a Cardholder on a joint Account or an Authorized User, marks a check, money order, or other instrument given for payment on the Account "Paid in Full" or with a similar phrase, the Cardholder shall remain obligated to pay in full any remaining amounts owed to the Bank on the Account. The Bank has the right to accept late payments or partial payments without losing any of its rights under this Agreement.

**14. Ownership of Cards.** All Cards are owned by and are the property of the Bank. All Cards must be returned to the Bank immediately upon demand from the Bank. The Cardholder shall destroy any Card the Bank requests the Cardholder to destroy by cutting the Card in half, and upon the Bank's request, the Cardholder shall hand deliver or mail the destroyed Card to the Bank.

**15. Foreign Exchange/Currency Conversions/International Transaction Fee.** If you use your Card for transactions in a currency other than U.S. Dollars, the exchange rate between the transaction currency and the billing currency used for processing International Transactions is selected by the applicable network (e.g., Visa, MasterCard, Cirrus, Plus, etc.) We do not determine the currency conversion or exchange rate that is used. If the applicable network is Visa, the exchange rate is a) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or b) the government-mandated rate in effect for the applicable central processing date. The exchange rate that is in effect on the processing date may differ from the rate in effect on the transaction date or the posting date. If the transaction is a refund, and the refund has a different processing date, then the exchange rate of the refund can be greater/less than that of the original transaction. You agree to accept the converted amount in U.S. dollars. An International Transaction Fee will be assessed on all International Transactions as described in the Other Charges section of the Truth in Lending and Related Documents provision, 10(B)(4).

**16. Loss or Theft of a Card.** The Cardholder shall notify the Bank immediately of the loss, theft, or unauthorized use of a Card by calling the Bank at (504) 849-6700 or at 1-800-326-3501. The Cardholder shall confirm the telephone call in writing within two (2) days by sending written notice of the loss, theft, or unauthorized use to the Bank at the address set forth in Section 25 for notices to the Bank. The Cardholder shall, upon the request of the Bank, file a report, with the appropriate law enforcement agencies, of any Card that has been lost, stolen, or used without the Cardholder's authorization.

**17. Refunds.** If any merchant or business agrees to give the Cardholder or any Authorized User a refund or adjustment in connection with a Purchase, the Cardholder shall accept a credit to the Account in lieu of a cash refund.

**18. Honoring the Card.** The Cardholder agrees that neither the Cardholder nor any Authorized User shall have any legal claims or rights against the Bank if a merchant, business, or financial institution refuses for any reason whatsoever to accept a Card.

**19. Credit Reports.** The Cardholder authorizes the Bank to report the Cardholder's performance under this Agreement to credit reporting agencies and to any other person or entity who may properly receive such information, and the Bank shall have the right to obtain reports of the Cardholder's credit history from credit reporting agencies and to make any credit, employment, and investigative inquiries that the Bank in its sole discretion deems appropriate in connection with any extension of credit on the Account or the collection of amounts owing on the Account.

**20. Refusal to Honor Credit Requests.** The Bank shall have the right to deny access to credit on the Account or to refuse to honor any Card, even though the Account has not been terminated or closed, if any of the following events occur:

- The Cardholder does not make at least the minimum monthly payment due shown on the most recent monthly billing statement on or before the payment due date;
- The Cardholder becomes delinquent on any other obligation owed to the Bank or on any obligation owed to any other person or entity;
- The Cardholder or any Authorized User exceeds the approved credit limit;
- A request for additional credit on the Account would cause the approved credit limit to be exceeded;
- The Bank is advised by a credit reporting agency or by any other appropriate source that the Cardholder's financial condition has deteriorated significantly;
- The Cardholder's debt owed to, or the Cardholder's available unused credit line from, other lenders becomes excessive in the Bank's sole opinion;
- The Cardholder dies, becomes imprisoned, is declared legally incompetent, or becomes insolvent;
- The Cardholder gives false or misleading information to the Bank at any time;
- The Bank has reasonable cause to believe that the Cardholder will not be able to repay the amounts owed to the Bank, for any reason, including, but not limited to; the Cardholder's unemployment;
- A proceeding has been filed by or against the Cardholder for bankruptcy; arrangement, reorganization, or any other relief afforded debtors or affecting rights of creditors generally under the United States Bankruptcy Code or under any state or federal law;
- The Cardholder has sent the Bank more than one check within a twelve (12) month period that has been returned unpaid for any reason by the bank on which the check was drawn;
- The Cardholder has notified the Bank or the Bank has otherwise determined that a Card has been lost or stolen; or
- The Cardholder fails to comply with any terms or conditions of this Agreement.

The Cardholder agrees that neither the Cardholder nor any Authorized User shall have any legal claims or rights against the Bank if, for the reasons set forth above, the Bank denies or rejects a request from the Cardholder or any Authorized User for credit or for the use of the Account.

**21. Default.** If any of the events listed in Section 20 above occurs, the Bank (a) shall have the right to declare the Cardholder and the Account to be in default under this Agreement without giving prior notice to the Cardholder and (b) shall have the right to declare any amounts owed to the Bank on the Account to be immediately due and payable without notice or demand. The Bank's acceptance of any payment on the Account after the Cardholder has been declared to be in default shall not waive the default. After the Cardholder has been declared to be in default, neither the Cardholder nor any Authorized User shall be permitted to make Purchases or to obtain credit from the Bank on the Account in any other manner. If the Bank refers the Account to an attorney for collection after the Account has been declared to be in default, the Cardholder agrees to pay the reasonable fees of the attorney and all other charges, fees, and costs incurred by the Bank in connection with collecting the amounts due and owing on the Account. The Bank's failure to exercise or the Bank's delay in exercising any of its rights under this Agreement shall not be deemed a waiver of those rights and shall not be deemed a waiver of the Bank's right to later exercise its rights under this Agreement.

**22. Closing the Account.** The Bank shall have the right to close, terminate, or cancel the Account at any time, and, in this case, the Cardholder agrees to pay the Bank all amounts due as required in this Agreement unless the Cardholder is in default under this Agreement and the Bank requires immediate payment of the entire outstanding unpaid balance on the Account. If immediate payment of such balance is required, the Bank shall also have the right to require immediate payment of any other obligations owed by the Cardholder to the Bank. Without limiting the foregoing, the Bank shall have the right to close the Account if the Account has been inactive for six (6) consecutive months.

The Cardholder may close, terminate, or cancel the Account at any time by notifying the Bank in writing and returning all Cards issued in connection with the Account. The Cardholder shall remain liable for continued charges against the Account after the Account is closed by the Cardholder until and unless all Cards have been returned to the Bank.

Each joint Cardholder authorizes each other Cardholder to close or terminate the Account by written notice to the Bank. All Cardholders shall remain jointly, severally, and solidarity liable for the payment of all outstanding unpaid amounts due on the Account. If a joint Account is terminated, any approval of a new

Visa Classic or Classic Card account application by a former joint Cardholder may be conditioned by the Bank upon the repayment of the entire outstanding unpaid amounts due on the Account prior to the opening of an account pursuant to the new application.

**23. Change in Terms.** The Bank shall have the right to change any of the terms of this Agreement at any time whatsoever. The Cardholder shall be given any prior written notice of the change that is required by law, either by including a notice on the monthly billing statement or by sending a separate notice to the Cardholder. Subject to any requirements of applicable law, any amendment to this Agreement shall become effective at the time stated in the Bank's notice to the Cardholder, and the amendments to this Agreement shall apply to all outstanding unpaid indebtedness on the Account at the time the amendments are effective and to all new transactions on the Account after the amendments become effective. If, under applicable law, the Cardholder's approval is required for any amendment to this Agreement, that approval may be evidenced by the Cardholder's written consent to the amendment or by the use of a Card or the Account by the Cardholder or any Authorized User after the date of the notice that was given by the Bank to the Cardholder, which date may or may not be the date that the amendment becomes effective. If the Cardholder does not agree to a change in the terms of this Agreement that requires the Cardholder's approval, the Cardholder may pay off under the terms of this Agreement prior to its amendment all indebtedness owed on the Account prior to the date that the amendment becomes effective, but, in that case, neither the Cardholder nor any Authorized User shall have the right to use the Account or any Card after the amendment becomes effective.

**24. Transfer of the Account.** The Bank shall have the right to assign and transfer to another person or entity, at any time without prior notice to the Cardholder, the Bank's rights under this Agreement and any or all of the obligations of the Cardholder owed to the Bank under this Agreement or on the Account. The Cardholder's rights under this Agreement shall not, however, be transferred by operation of law or by the Cardholder, but all of the Cardholder's obligations under this Agreement shall be binding on the Cardholder's estate, heirs, legatees, and personal representatives.

**25. Notices.** The Bank shall send all monthly billing statements and any notices in connection with the Account to the Cardholder's address as shown in the Bank's most recent records. The Cardholder agrees to give the Bank notice of any change in the Cardholder's address at least fifteen (15) days prior to the change. Any notices from the Cardholder to the Bank, including a notice of a change of address, shall be effective when received by the Bank at the Bank's address for receipt of payments shown on any monthly billing statement mailed by the Bank to the Cardholder within the preceding sixty (60) days. The Bank shall have the right to accept corrections or changes to the Cardholder's address from the United States Postal Service. If the Account is a joint Account, the Bank may send monthly billing statements and notices to any one Cardholder and shall not be responsible or liable for sending statements or notices to any other Cardholder.

**26. Captions and Headings.** Captions and headings used in this Agreement are intended solely for convenience of reference and shall not be deemed to be a substantive part of this Agreement.

**27. Governing Law.** This Agreement, the Account, and the Bank's rights and duties and the Cardholder's rights and obligations under this Agreement and on the Account shall be governed by and interpreted in accordance with federal law and the laws of the State of Louisiana. If and to the extent the choice of such laws is not fully effective, the mandatory laws of the state where the Cardholder resides shall govern this Agreement and the Account. The Account and the Cards have been applied for, considered, approved, and issued or opened in the State of Louisiana, and all extensions of credit under this Agreement are being made by the Bank in the State of Louisiana.

**28. Severability.** If any term, provision, or section of this Agreement is held to be invalid or unenforceable under any statute, court decision, or governmental rule or regulation, the remainder of this Agreement shall remain in full force and effect.

## PROTECTING YOUR PRIVACY

We protect the confidentiality of your information.

### PRIVACY COMMITMENT

Since 1883, Whitney has recognized and respected the privacy expectations of our customers. We understand our responsibility to treat customer information in an appropriate and confidential manner.

#### Whitney's Privacy Promise To All Customers

- We collect and retain information only when we need it to serve you and manage our business.
- We restrict the disclosure of your information.
- We strive to assure the accuracy of your information.
- We limit employee access to your information.
- We have established security measures to protect your information.

#### We collect and retain information only when we need it to serve you and manage our business.

As we establish and develop relationships with our customers, we collect and retain nonpublic personal information about them from a variety of sources, such as:

- Information we receive from you on applications or other forms, such as your name, address, social security number, assets, and income;
- Information about your transactions with a Whitney company or others, such as your account balance, payment history, parties to transactions, and credit card usage; and
- Information we receive from a consumer reporting agency, such as your creditworthiness and credit history.

#### We restrict the disclosure of your information.

We do not reveal information about current or former customers to anyone, except as disclosed in this policy or as permitted or required by law.

Within the Whitney family of companies, we share certain customer information to improve our service to you. For consumer customers, we are permitted to share—among Whitney companies—your personal information such as your name and address, or any information about our transactions or experiences with you, including your account balance, payment history, parties to transactions, and credit card usage. However, we do not share—among Whitney companies—information about our consumer customers that we receive from you on applications or other forms, such as your social security number, assets and income information; or information we receive from third parties, such as consumer reporting agencies that provide us with information about your creditworthiness and credit history. For business customers, we are permitted to share all of the above types of information among Whitney companies and any Whitney company can use our business customers' information to market products and services to you.

In addition to arrangements among Whitney companies, we contract with unrelated companies, such as non-financial companies, to support our business operations. We may provide information to check printing companies, data processing service providers, or to non-affiliates for assistance with our marketing programs.

We may disclose all of the information we collect as described above to other financial institutions with whom we have joint marketing arrangements, including insurance companies or securities investment firms. We insist on contract provisions requiring these companies to follow high standards for safeguarding customer information. Of course, we prohibit these third parties from using your information for any purpose other than fulfilling our contracts with them.

We disclose customer information under several other limited circumstances. These include disclosures we make to reputable information reporting agencies, such as credit bureaus, or to persons calling to confirm whether a customer's check is good. We also disclose information as permitted or required by a number of federal and state laws, such as in response to subpoenas, garnishments and other legal process.

Finally, from time to time Whitney may sell a specific loan or line of business or a portfolio of products (such as business loans or certain mortgage loans). Whitney reserves the right to disclose customer information relating to these assets to prospective purchasers to aid them in making their offers and to the ultimate purchaser.

Other than described above, Whitney does not disclose customer information to anyone else outside of the Whitney corporate family unless our customer has asked or permitted us to do so.

#### We strive to assure the accuracy of your information.

We strive to assure that information we maintain is accurate, current and complete in accordance with reasonable commercial standards. We have established procedures to respond to requests to correct inaccurate information in a timely manner.

#### We limit employee access to your information.

We have a comprehensive written code of conduct governing all employees, which includes provisions to protect the confidentiality of customer information. In addition, we restrict access to nonpublic personal information to those employees who need to know that information to provide products or services to you or to manage our business.

#### We have established security measures to protect your information.

We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information. Information on Whitney's Internet security measures can be obtained on our web site at: [www.whitneybank.com](http://www.whitneybank.com)

Call 1-800-383-6538 or speak with your Whitney representative.

We are providing this Privacy Promise on behalf of the following companies:

Whitney National Bank and the Southern Coastal Insurance Agency, Inc.

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## IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

#### What this means for you:

- When you open an account, we will ask for your name, 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.

If you fail to provide the required information or documents used to verify your identity within a reasonable period of time of establishing an account, we will initiate procedures to restrict access or close your account.

Whitney thanks you for your understanding and for joining us in securing a safer tomorrow.

**Pricing Addendum**  
**Whitney National Bank Affinity Group Cardholder Agreement and Disclosure Statement and**  
**Privacy Notice**  
**Affinity Group VISA® Classic Credit Card**

<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>8.75%</b> This APR will vary monthly based on the Prime rate for the U.S. published in The Wall Street Journal Money Rates section on the last day of each billing cycle and is computed by adding 5.50% to the Prime rate. Corresponding Monthly Periodic Rate is .7292%. The variable rate shall at no time be greater than 18.0%.
<b>APR for Balance Transfers</b>	<b>8.75%</b> This APR will vary monthly based on the Prime rate for the U.S. published in The Wall Street Journal Money Rates section on the last day of each billing cycle and is computed by adding 5.50% to the Prime rate. Corresponding Monthly Periodic Rate is .7292%. The variable rate shall at no time be greater than 18.0%.
<b>APR for Cash Advances</b>	<b>8.75%</b> This APR will vary monthly based on the Prime rate for the U.S. published in The Wall Street Journal Money Rates section on the last day of each billing cycle and is computed by adding 5.50% to the Prime rate. Corresponding Monthly Periodic Rate is .7292%. The variable rate shall at no time be greater than 18.0%.
<b>Penalty APR and When It Applies</b>	<b>None</b>
<b>Paying Interest</b>	Your due date is at least 21 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances on the transaction date.
<b>Minimum Interest Charge</b>	None
<b>Required Insurance, Debt Cancellation or Debt Suspension Coverage</b>	None
<b>Fees</b>	
<b>Annual Fee</b>	<b>None</b>
<b>Transaction Fees</b>	
• Balance Transfer	<b>None</b>
• Cash Advances	<b>2.5%</b> of the amount of each cash advance
<b>Penalty Fees</b>	
• Late Payment	Up to <b>\$15</b>
• Over-the-Credit Limit	<b>None</b>
• Returned Payment	Up to <b>\$25</b>

**How We Will Calculate The Balance:**

We use a method called "average daily balance" (including new purchases). Refer to the corresponding account agreement for more details.