

COMMERCIAL BANK PERSONAL VISA[®] CREDIT CARD AGREEMENT

This agreement contains the terms and conditions that govern your Commercial Bank VISA[®] credit card account (“Account”).

Definitions

“Applicant” or “Cardholder” or “you” refers to each and all of those who apply for or use a Commercial Bank (CB) VISA and/or a cardholder of a personal Credit Card.

The words "we," "our," "us," and "CB" mean Commercial Bank, the issuer of the Card, and its successors or assigns.

"The Card" means any credit card issued to cardholder under the terms of this Agreement. This account is also subject to the **Additional Federal Disclosure Table** also incorporated herein by reference.

Extension of Credit

If “applicant’s” request for credit is approved, we may, at our discretion, establish the Account in Cardholder's name and cause one or more Cards to be issued to Cardholders as designated by application or other written instruction of the Cardholder.

The amount of credit extended is at the discretion of CB, and the type of card and credit limit may be different than Cardholder requests.

Credit Limit

CB established a Credit Limit for you. This was stated in your Welcome Letter. You agree not to let the unpaid balance exceed this Credit Limit. You agree to advise CB of any change in your financial condition which may affect your creditworthiness. You agree that you will update the credit information you have provided CB, from time to time, on our request. You may request an increase in your Credit Limit with the understanding that Credit Limit increases must be approved by CB.

Customer Service

Our customer service center is available 24/7 by calling 844-647-2734. (Please have account information available.) You may also contact Commercial Bank’s Customer Support by calling 423-869-5151 during our normal banking hours. You may also visit a branch office convenient for you during normal banking hours as published at cbtn.com.

Purchases

Cardholder can use our credit card to purchase goods and services at participating merchants, subject to your available credit. We will add the amount of each purchase to a part of your account we call purchases.

In the event that Cardholder allows anyone other than a Cardholder to use the Account, the Cardholder will be liable for all credit extended to such persons. Cardholder promises to pay for all purchases made by anyone Cardholder authorizes to use the Account, whether or not Cardholder notifies us of such use. If we determine that anyone other than a Cardholder or

another authorized person is using the Account, we may suspend all further use of the Account and terminate this Agreement.

Payment

You promise to repay in US dollars at our office or at the address indicated on your Statement, all sums advanced to you or any person you permit to use this account as well as any applicable Finance Charge, fee, or service charge in accordance with the terms and at the rates set forth herein. Payments will be credited to your Cardholder balance upon receipt. You will allow one business day for payments to be reflected in your available credit.

Annual Percentage Rate (APR)

The APR used to calculate the Finance Charge when applicable on Cardholder's VISA accounts is a fixed rate. The APR for your Commercial Bank VISA account is stated in the **Additional Federal Disclosure Table** and may be based in part on your personal credit history. APR will not exceed 24%.

How Do We Calculate Your Balance?

We use a method called "average daily balance (including new transactions).

Periodic Finance Charge

Finance Charges begin to accrue from the date the transaction is posted to your Account. The Finance Charge is calculated (and stored) each date during the billing cycle by taking the beginning day's balance and multiplying it by the Periodic Rate divided by 365. The total Finance Charge for the Billing Cycle is the sum of all stored Finance Charges for that cycle. No Finance Charge will be imposed on new purchases which appear for the first time during the Billing Cycle if the entire Previous Statement Balance (including unpaid Finance Charge) is paid in full by the Payment Due Date and there is no new cash advance activity. Cash Advances will incur a daily Finance Charge for each day the Advance balance remains on the account beginning on the transaction date. We define Cash Advance under **Accessing the Account**.

Finance Charge is calculated using the balance as of the beginning of each day in the Billing Cycle. While transactions actually posted to your account on the Billing Cycle Close Date will be included in the Balances and other Totals at the bottom of each statement, they will not have been used in the calculation of that cycle's Finance Charge as the beginning balance for that day would have already been determined.

Monthly Statements

The Bank will send you a statement at the end of each monthly statement period on which there is a debit or credit balance of more than \$1 or on which interest charges have been imposed. The statement will show all transactions, the unpaid balance on your account (called "New Balance"), your available credit (your credit limit less the New Balance), the Minimum Payment Due, the Total Payment Due and the Minimum Payment Due Date.

Cardholder agrees to pay on or before the "Payment Due Date" shown on the periodic statement the Minimum Payment Due each month. Cardholder may make extra payments in advance of the due date without penalty, and repay any funds advanced, credit extended or amount outstanding at any time without penalty

for early payment. Regardless of the amount of any extra payments made during a given month, a monthly payment will be required the following month if a balance remains on Cardholder's Account.

Minimum Payment

You must pay at least the "Total Minimum Payment" by the "Payment Due Date" shown on your Statement. The "Total Minimum Payment" includes the greater of 3% of the balance or \$25 plus any Past Due Amounts, and any outstanding fees, as applicable.

You may pay more than the Minimum Payment Due, pay more frequently or pay the Previous Balance which includes any Finance Charge due, and by doing so will reduce your Finance Charge. You understand payments made up to the Minimum Payment Due will be applied to interest and fees and then balances in ascending annual percentage rate order and payments made in excess of the Minimum Payment Due will be applied to balances in descending annual percentage rate order.

Late Charge

A Late Charge will be assessed on your Account if your "Total Minimum Payment Due" is not received by CB at the address on the front of your Statement by the "Payment Due Date." The "Total Minimum Payment Due" will include the Minimum Payment Due, and any other Past Due Amounts.

Other Fees

Additional fees, as stated in your **Additional Federal Disclosure Table**, may apply.

Payments Marked as "Paid in Full"

CB may accept checks or other types of payment which are marked "payment in full" or use other language to indicate full satisfaction of any indebtedness, without being bound by such language or waiving any rights under this Agreement. Full satisfaction of indebtedness shall be accepted by CB only in a written agreement, signed by an authorized representative.

Illegal Transactions

Cardholder may not use the Card for any illegal transactions. Cardholder agrees that we may decline to process any transaction that we believe in good faith to be for an illegal purpose. Cardholder agrees that we will not be liable for declining to process any such transaction. If we do process any transaction that ultimately is determined to have been for an illegal purpose, Cardholder agrees that Cardholder will remain liable to us under this Agreement for any such transaction notwithstanding its illegal nature. Cardholder agrees that any illegal use of the Card will be deemed an act of default under this Agreement. Cardholder further agrees to waive any right to take legal action against us for Cardholder's or Cardholder's illegal use of the Card and to indemnify and hold CB and VISA International, Inc. harmless from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.

Foreign Transactions

If a Cardholder effects an international transaction with the Card, VISA International will convert the charge into a U.S. dollar amount. VISA International will use its currency conversion procedure, which is disclosed to institutions that issue VISA cards. Currently, the currency conversion rate used by VISA International to determine the transaction amount in U.S. dollars for such transactions is generally either a government-mandated exchange rate or a wholesale exchange rate selected by VISA International for the applicable currency on the day the

transaction is processed, which rate may differ from the applicable rate on the date the transaction occurred or when the transaction is posted to Cardholder's Account. There is a Foreign Transaction Fee as stated in the **Additional Federal Disclosure Table**, which is charged in U.S. dollars, on all international purchase and Account credit transactions, even if there is no currency conversion.

Governing Law

You understand and agree that this Agreement is made in the state of Tennessee and shall be governed by the Laws of the state of Tennessee to the extent that Tennessee law is not inconsistent with controlling federal law. You also understand that Tennessee's choice of law rules shall not be applied if they would result in the application of non-Tennessee law.

Integrated Documents

Any separate sheet of paper labeled "**Additional Federal Disclosure Table**" which is delivered with or separate from this document is an integrated part of this Agreement and is incorporated by this reference.

Purchases, Advances and Limitations

You may make purchases and request advances in accordance with the current loan policies up to your Credit Limit. You understand and agree that all purchases, advances, and other transactions requested by you are subject to CB authorization and/or approval and that, for security reasons, we may limit the number of these transactions authorized daily. If circumstances beyond CB's reasonable control (such as the electronic authorization system being "down") prevent authorization from being obtained, you understand that approval may be based on an adjusted credit Limit not to exceed your actual available Credit Limit. The card cannot be used for any unlawful purpose, including the purchase of goods or services prohibited by applicable laws or regulations.

Accessing the Account

You may authorize a purchase by presenting your Card or Card Number to a participating VISA merchant. Authorized Cash Advances, for purpose of this disclosure, would be transactions by any of the following methods: using your Personal Identification Number (PIN) in conjunction with your Card at an Automated Teller Machine (ATM) or other type of electronic terminal that provides access to Commercial Bank VISA accounts. Your Card and/or Account may not be used for any illegal activity or transaction. Further, you may not utilize your Card and/or Account for the purchase of any goods or services on the Internet that involves gambling of any sort. Such transactions include, but may not be limited to, any quasi-cash or online gambling transaction, any electronic commerce transaction conducted on an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips or off-track betting or wagering. However, in the event that a charge or transaction described in this paragraph is approved and processed, you will still be responsible for such charges.

Default

You may be considered to be in default if (a) You do not pay the Total Minimum Payment Due on time, (b) your account(s) is seized or attached by legal process and you have authorized CB to automatically transfer payments from such account(s) to your Commercial Bank account, (c) you exceed your Credit Limit, (d) you fail to adhere to any of the terms of this Agreement, (e) your creditworthiness is impaired, (f) you die, become insolvent or you are the subject of bankruptcy or receivership proceedings, (g) you are in default on any other loan(s) with us, or (h) you have made any misrepresentation in connection with the loan application and/or

this Agreement. If you are in default, we may terminate this Agreement and demand immediate payment of your entire loan. You understand that Finance Charges, Fees, and Late Charges (if any) permitted under this Agreement will continue to accrue until you repay your entire loan. You also agree to pay your collection costs, reasonable attorney's fees, and court costs should they become necessary. If you are in default at the time of reissue of your Card(s), CB will not reissue your Card(s).

Forum Selection Clause

Litigation may be handled in Claiborne County, Tennessee or the U.S. District Court for the Eastern District of Tennessee.

Termination

CB may terminate this Agreement upon adverse re-evaluation of your creditworthiness, your default or at any time, subject to such notice as may be required by law. In addition, CB may suspend your credit privileges or reduce your credit limit upon adverse re-evaluation of your creditworthiness.

By written notice, Cardholder may terminate this Agreement or terminate the authority of a Cardholder to use the Account as to future advances at any time. Written requests to remove a borrower's right to obtain advances or make purchases under this Agreement will permanently close the account to any further advances or purchases. You must write to us at

Commercial Bank
PO Box 400
Harrogate TN 37752

In no event will any termination relieve you of your obligations to repay sums already borrowed, Fees and Late Charges, collection costs, reasonable attorney's fees, court costs, and Finance Charges.

Change of Name, Address, Employment or Creditworthiness

You agree to notify CB of any change in your name, address, employment, or creditworthiness within ten days of the change.

Responsibility

You agree to repay CB according to the terms of this Agreement for all purchases, advances, Finance Charges, Fees and Late Charges, and collection costs arising from the use of the Account by you or any other person you permit to use your Account even if that person exceeds your permission. Any person using the Account is jointly and severally responsible with you.

Surrender of Card(s)

The Card(s) remains CB's property, and you agree to surrender the Card to CB upon request. CB may cancel, modify, or restrict the use of the Card and/or Account with or without notice: if your Account is in default, if CB is aware that you have violated any term of this or any other Cardholder Disclosure or Account Agreement whether or not CB suffers a loss, or when necessary to maintain or restore the security of your Account(s) which you may choose to do, for example, if your Card remains inactive in excess of twelve months and there is no outstanding balance. Cardholder agrees to pay all reasonable costs of collection, including court costs and attorney's fees and any cost incurred in the recovery of the Card.

Lost or Stolen Card(s) and Unauthorized Use

You agree to notify CB within 48 hours if you believe your Card(s) has been lost or stolen. To report a lost or

stolen Card(s), or the unauthorized use of your Card(s), Account Number, Personal Identification Number (PIN), or any combination of the three, you must call CB at **855-293-2458**, or write CB at:

Fraud Center
10740 N Gessner Suite 250
Houston TX 77064

You may be liable for the unauthorized use of your Account. You will not be liable for unauthorized usage that occurs after you notify CB by phone or when CB receives written notification at the above address. In any case, your liability for unauthorized use will not exceed \$50.00. However, in accordance with Commercial Bank VISA Operating Rules and Regulations, your liability for fraudulent transactions resulting from the use of a lost/stolen Card will be \$0.

Credit Information

You authorize CB to investigate your credit standing when opening, renewing, or reviewing your Account and you authorize CB to disclose information regarding your Account to others who inquire of CB about your credit standing to the extent authorized by law.

Renewal and Replacement Cards

The Card is issued with an expiration date. CB may issue one or more renewal Cards from time to time, unless otherwise instructed by Cardholder. CB has no obligation to issue a renewal Card and may elect, in our sole discretion, not to reissue a Card. Cardholder and Cardholder agree to notify CB immediately upon learning of the loss, theft, or possible unauthorized use of the Card or the Account. Once we are notified, we may issue a replacement Card to Cardholder, Authorized Officer, or Cardholder.

Additional Provisions

Each provision of this Agreement must be considered as part of the total Agreement and cannot, in any way, be severed from it. However, Cardholder also agrees that should any part of the Agreement be found invalid, it will in no way affect the remainder of the Agreement. Cardholder understands the validity, construction and enforcement of this Agreement shall be governed by the laws of the state of Tennessee to the extent not preempted by federal law and venue shall be proper in Claiborne County, Tennessee.

This Agreement is the final expression of the understanding between Cardholder and us concerning the Card and the Account and may not be contradicted by any alleged oral agreement. Any representation, promise, modification, or amendment to this Agreement shall not be binding upon us unless in writing and signed by us.

We do not warrant any merchandise or services purchased by Cardholder with the Card. All purchases are extended at the option of the merchant, and we are not responsible for refusal of any merchant or financial institution to honor Cardholder's Card.

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

The Bank may change this agreement at any time without prior notice, except where such notice is required by applicable Federal or Tennessee law, including, without limitation, changing the interest rates and the way the Bank computes interest charges or the Minimum Payment Due.

This agreement will be published as current on the Bank's website cbtn.com.

Agreement and Acknowledgement

By signing the application for a Card, or by using the Card, each Cardholder agrees to all the terms and conditions and promises to perform all the obligations, requirements and duties set forth in this Agreement. By using the Card, each Cardholder acknowledges receipt of a copy of this Agreement.

Your Billing Rights: Keep This Document 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:

Dispute Center
10740 N Gessner Suite 250
Houston, TX 77064
Or call us at 855-293-2457

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*. 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 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 of the 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:

Dispute Center
10740 N Gessner Suite 250
Houston, TX 77064
Or call us at 855-293-2457

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.