

DELAWARE NATIONAL BANK OF DELHI  
VISA AND MASTERCARD AGREEMENT  
GENERAL TERMS

1. Meanings Of Words Used In This Agreement. In this agreement, "you, your, or yours" means the person(s) who applied for the account. "Authorized User" means any person whom you have given permission to use your Account. "DNBD" means The Delaware National Bank of Delhi. "Account" means the Visa or MasterCard Account for which you were issued cards and checks imprinted with your Account Number. "Seller" means any merchant, insurance company, or its agent or broker.
2. Services of This Account. The Account may be used for Purchases from any Seller that accepts the card for advances.
3. To Use Your Card. You must sign the panel on the back of your card. If you were issued more than one card, the Authorized Users of the additional card(s) should sign their names on the panel on the back of the cards. For Purchases, you will have to sign a sales slip that has your name, the Seller's name, and your account number on it, unless you let the Seller complete the sales slip for you.
4. Your Responsibilities For This Account. You become responsible for Purchases, when DNBD receives by its processor in Florida any type of notice that you or an Authorized User has used the Account. You are responsible for all amounts owed on this account. Authorized Users may be required to repay the amount owed for the charges they make.
5. Your Credit Line. Your Credit line is the amount you may owe on your Account at any time. You may not use your Account in any way that would cause you to go over your credit line. If you go over your credit line you may be asked to immediately pay for any amount over your credit line. You will be told the amount of your credit line. DNBD may change your credit line, but if it is changed you will be notified.
6. Annual Fee. There is no Annual Fee for the Account.
7. Payments. If you mark a check "Paid In Full" and it is accepted, you will still be responsible for repaying any balance that remains on your Account.
8. If Your Card Is Lost Or Stolen. If your card(s) or checks are lost or stolen or are used without your permission, contact us immediately. You may call or write. Call (727) 570-4881 or write to: Credit Card Security Department, PO Box 30035, Tampa, Florida 33630.
9. If Your Card Or Check Is Refused. DNBD is not responsible if a Seller, Bank or Automated Teller Machine (ATM) refuses to honor your card or checks. Although you may have credit available, DNBD may be unable to authorize credit for a particular transaction due to operational difficulties. Transactions made above a certain dollar amount may require authorization before the transaction is approved. The number of transactions you make in one day may be limited since DNBD may limit the number of authorizations that may be given. These restrictions are for security reasons. As a result, DNBD cannot explain the details of how our authorization system works. Neither DNBD nor its agents will be responsible if authorization for a transaction is not given. If your Account is over limit or delinquent, authorization of credit for transactions may be declined.
10. Monthly Statement. Each month there is activity on your Account, DNBD will mail you a statement.
11. Billing Errors. If you have a dispute about you Account, notify DNBD as soon as possible. Please read the notice, "In Case of Error or Inquiries about Your Bill." This notice explains your legal rights about billing errors and defenses under Federal law and how you must notify DNBD if any adjustment is make, DNBD will credit your Account.
12. Changing the Terms of this Agreement. DNBD may change the terms of this Agreement in accordance with the law. If the terms are changed you will be notified by mail. DNBD may sell or transfer your Account and any amounts owed by you to another Creditor at any time. If DNBD does, this Agreement will still be in effect.

13. Cancellation. DNBD may close your Account at any time. You will be responsible for repaying any Purchases, Advances or other outstanding charges that are still due on your Account. It may not be transferred. If DNBD requests the card(s), you must return them.

14. Governing Law. This Agreement was prepared according to the laws of the United States and the State of New York. Any dispute concerning any item in this agreement will be resolved by these laws.

15. Right of Setoff. To the extent permitted by applicable law, Lender reserves a right of setoff in all my accounts with Lender (whether checking, savings, or some other account and whether evidenced by a certificate of deposit). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any IRA and Keogh accounts, or any trust accounts for which setoff would be prohibited by law. I authorize Lender, to the extent permitted by law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

16. Illegal Transactions - Any credit card issued by our bank may not be used for any illegal purpose.

NOTICE:

In Case of Errors or Inquiries About Your Bill. 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 us on a separate sheet at the addresses listed on your bill after the words "Send Inquiries to:" Write to us 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 and 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.

Your Rights Are 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 your 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 line. You do not have to pay any questioned amount while we are investigating, but you are still obliged 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 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 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:

(a) 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

(b) The purchase price must have been more than \$50.00

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or service.