

## **Investar Bank Cardholder Agreement - Effective: March 1, 2015**

This Cardholder Agreement (“Agreement”), the card carrier we send with your credit card, the accompanying sheet entitled “Account Opening Disclosure” and the application you signed or otherwise submitted (collectively, the “Cardholder Documents”) govern the use of your Investar Bank VISA® credit card (“Card”) account (your “Account”). All of the Cardholder Documents are part of and are incorporated into this Agreement. By signing (including by any electronic or digital signature) your Card, your Account application, any accepted sales slip, or any other document in connection with the use of your Card or your Account, or by using your Card or allowing someone else to use it, you agree to the terms and conditions of this Agreement. Please read this Agreement thoroughly and retain a copy for your records. As used in this Agreement: “we,” “us,” “our,” and similar terms mean Investar Bank, and all of its respective parents, wholly or majority owned subsidiaries, affiliates, predecessors, successors, assigns, employees, officers, and directors (collectively, “Investar”). The words “you,” “yours,” and “Cardholder” mean all persons responsible for complying with this Agreement, including the applicant and any co-applicant who applied to open the Account and the person to whom we address Account statements. Since you asked us to open the Account, you will have an Account with us. You may ask us to issue a Card to another person and, if we do, that person will be called an “Additional Cardholder” on your Account and the Card will be an “Additional Card.”

**This Agreement is governed by federal law and, to the extent not preempted by federal law, by Louisiana law, including but not limited to the provisions of La. Rev. Stat. Ann. §6:548.**

**Use of the Card.** You may use the Card to obtain legal goods and services from any person or establishment accepting the Card (“Purchase(s)”), to obtain loans (“Cash Advance(s)”) from us up to the applicable limits on your Account, and to take advantage of other features of the Card. As used in this Agreement, the term “Purchases” will include Purchases and Balance Transfers. The term “Cash Advances” will include funds obtained: (a) by using the Account or Card at an automated teller machine (ATM) or a financial institution; (b) by using the Account or Card to purchase a wire transfer, money order, foreign currency, travelers cheques, or stored value load; (c) by using a check we provide for Account access (a “Convenience Check”); or (d) by engaging in another similar transaction. We reserve the right to decide whether a transaction is a Purchase or Cash Advance and our decision will be final. In this Agreement, the terms “Interest” and “Interest Charges” mean the finance charges we calculate by applying a periodic rate to your unpaid Account balances, as described in the Agreement. The term “Fees” means all other Account fees and charges you must pay as required by the Agreement, including some that are finance charges (fees charged for Cash Advance transactions or for Purchases and Cash Advances made outside the United States or in a currency other than U.S.

dollars) and others that are not finance charges (fees such as the Late Payment Fee, Returned Payment Fee, and the Annual Fee, if applicable). The last day of the billing period shown on your Statement is your "Statement Closing Date." As used in this Agreement, all amounts charged to an Account will be called "Charges," including amount charged for Fees, Purchases, Balance Transfers and Cash Advances.

You are responsible for paying all amounts charged to the Account by either you or any Additional Cardholders. You agree to notify us at once if the Card or any Convenience Checks we may issue on your Account are lost or stolen, or if you suspect they are being used without your permission. You agree to use the Account only for legal purchases of goods and services. Cards may not be used for gambling purposes, whether online or otherwise. If you do use your Card for illegal purposes or gambling, you will be in default under this Agreement and we may terminate your Account, but you still will be liable to us for all Charges relating to such transactions and all other transactions on your Account. You should not use the Card after the expiration date. If you want to cancel your Account or any Additional Cards, you must contact us and destroy the Card or any Additional Cards. We reserve the right to deny authorization for any requested Charge.

**Transfer and Assignment:** You may not transfer your Account or any of your rights and obligations under this Agreement. Any such transfer will be void. We may transfer your Account and any of our rights and obligations under this Agreement at any time.

**Additional Cards:** You are responsible for all Charges on your Account. Any Additional Cards may be canceled by you or by us. You agree to make sure that any Additional Cards issued on your Account are used in a manner consistent with this Agreement. You also authorize us to discuss your Account with Additional Cardholders in the course of maintaining your Account. We may, in our sole discretion, pursue Additional Cardholders for payment of their own Charges if you fail to pay those Charges.

**Credit Limit:** We will inform you about the total Account credit limit and any credit sub-limit that applies specifically to Cash Advances in disclosures that are provided at the time of Account opening, that are provided on your monthly Account billing statements (each, a "Statement"), or both. Your Statement will show the Annual Percentage Rates ("APRs") that applied to your Purchases and Cash Advances during the billing period shown on your Statement. You agree not to use the Account in any way that would make the unpaid balance of your Account exceed the applicable credit limit. We will not honor any Card transaction that would cause the unpaid balance of your Account to exceed applicable credit limits. However, if we, in our discretion, honor any transaction that would cause the unpaid balance of your Account to exceed the applicable credit limits, you agree to promptly pay the amount that is in excess of the applicable credit limit. At our discretion, and subject to applicable law, we may

increase, reduce, or cancel your Account credit line or the portion of your Account credit line available for Purchases, Balance Transfers or Cash Advances, at any time. A change to your credit line does not affect your obligation to pay us.

**Promotional Offers:** At our discretion, we may offer you a promotional Annual Percentage Rate for all or a part of any balances or for certain types of transactions. The period of time for which the promotional rate applies may be limited. Any applicable promotional rate, the corresponding periodic rates, and the period of time during which it will be in effect will appear on the Account Opening Disclosure or be included on a promotional letter. Any promotional rate offer will be subject to the terms of the offer and this Agreement.

**Renewal of Cards and Cancellation:** The Card will be valid within the period embossed on the Card. We will issue you renewal or replacement Cards before the current Card expires unless your Account is cancelled by you or by us.

**Liability for Charges and Finance Charges:** You may use the Card to obtain Purchase(s) and Cash Advance(s) from us, up to the applicable limits on your Account. You are liable to us for all Charges you make and for all Charges made by authorized holders of any Cards and Additional Cards issued to you. Additional Cardholders using your Account are not liable for obligations incurred by you or by other Additional Cardholders. However, by each use of the Additional Card, the Additional Cardholder will be indicating his or her agreement to pay us for that transaction and related Charges if you fail or refuse to pay that obligation.

**Payments:** You must make payments using the address, telephone number or website shown on your most recent Statement. Each month's Total Minimum Payment for your Account is due by the Payment Due Date shown on the Statement. The Total Minimum Payment will include any amount past due. You must pay us in U.S. currency, with a draft or a check drawn on a U.S. bank and payable in U.S. dollars, with a negotiable instrument payable in U.S. dollars and clearable through the U.S. banking system, or with a telephonic or electronic payment authorization in U.S. Funds. If we decide to accept a payment made in some other form, your payment will not be credited until it is converted into one of the forms described in the previous sentence. We may charge you any costs we incur in converting your payment, to the extent allowed by law. If any payment made on your Account is not honored for its full amount or because of an incorrect account number, we may charge your Account a Late Payment Fee or a Returned Payment Fee, as well as any other applicable costs, expenses, or fees we may incur, as allowed by law. We may accept late payments, partial payments, or any payments marked as being payment in full or as being settlement of any dispute without losing any of our rights under this Agreement or under the law. Our acceptance of such payments does not mean we agree to change this Agreement in any way. **Your communications to us about a disputed debt, including those made on or with a payment, may not be sent to the address to which**

**you send payments. Any communications from you about a disputed debt must be sent to us at the following address: Investar Bank, Attn: CCS Chargeback/Dispute Dept. TA-24, P.O. Box 30495, Tampa, FL 33630-3495.** If we must refer your Account for collection by an attorney who is not our employee, you agree to pay all court costs plus reasonable attorney's fees in an amount not to exceed twenty-five percent (25%) of the unpaid debt after default.

**Monthly Statement – Total Minimum Payment:** The Total Minimum Payment required is equal to the New Balance shown on your Statement if this New Balance amount is less than \$50.00. Otherwise, the Total Minimum Payment required is the greater of: (A) \$50.00; or (B) 3.0% of the New Balance (rounded up to the nearest dollar). If applicable, the Total Minimum Payment will include any amount in excess of your credit limit and any amount past due. You may pay more than the Total Minimum Payment or you may pay the total New Balance at any time. Your Total Minimum Payment will be applied in any order at our discretion. Payments in excess of the Total Minimum Payment will be applied to balances with the highest APR first and then to lower rate balances in descending order of APRs, unless otherwise required by law.

**How to Avoid Payment of Finance Charges for Purchases:**

**Grace Period for Purchases (including Balance Transfers):** To get a grace period on Purchases (including Balance Transfers), you must pay the New Balance in full by the Payment Due Date each billing period. If you do not, you must pay Interest Charges on all Purchases and Balance Transfers from the date the Purchase or Balance Transfer is posted to your Account. The grace period is not less than 25 days after the Statement Closing Date.

**Grace Period for Cash Advances:** There is no grace period during which you can avoid Interest Charges on Cash Advances. Interest Charges on Cash Advances are always assessed from the day of the Cash Advance transaction or the first day of the billing cycle in which it is posted to your Account, whichever is later, until the day we receive payment in full of all outstanding Cash Advances.

**Calculation of Monthly Periodic Rate:**

A. The Monthly Periodic Rates for Purchases and Cash Advances are based on Annual Percentage Rates for Purchases and Cash Advances, respectively, which may be adjusted monthly. The Monthly Periodic Rate for Purchases and Cash Advances for each billing period is 1/12th of the Annual Percentage Rate for Purchases and 1/12th of the Annual Percentage Rate for Cash Advances, respectively, in effect for that billing period, rounded to the nearest ten thousandth of a percentage point.

B. The Account Opening Disclosure states the Annual Percentage Rates that apply to your Account, subject to Paragraph C below. Please call us at (800) 883-0131 or write to us at

Investar Bank, P.O. Box 31537, Tampa, FL 33633, if you did not receive the Account Opening Disclosure or to learn the most current Annual Percentage Rates.

C. For purposes of this Agreement, the Prime Rate used to determine your Annual Percentage Rates for each billing period is the U.S. Prime Rate published in *The Wall Street Journal* on the first day (or if the first day is not a business day, the preceding business day) of the prior month. Your APR may change each billing period based on changes in the Prime Rate. Your APR will increase if the Prime Rate increases. Your Total Minimum Payment and/or the number of your Account payments will increase if your APR increases. If *The Wall Street Journal* is no longer published or it no longer publishes the Prime Rate, we may refer to the Prime Rate published in any other newspaper of general circulation in New York, New York, or we may substitute a similar reference rate at our sole discretion. Subject to applicable law, any balances transferred from another account to this Account shall be governed by the terms and conditions of this Agreement.

### **Finance Charge Calculation Method and Computation of Average Daily Balance Subject to Finance Charge.**

**How Will We Calculate Your Balance:** We use a method called “Average Daily Balance (including new transactions).”

- We calculate Interest Charges separately for each type of Account balance (for example, Cash Advances and Purchases). For each billing period, we figure the Interest Charges on your Account by applying the periodic rate to the “average daily balance” of your Account.
- To get the average daily balance for Purchases, we take the beginning balance of Purchases on your Account each day, add any new Purchases, and subtract any unpaid Interest Charges, other Finance Charges, Fees and any payments or credits. This gives us the daily balance for Purchases. Then, we add up all the daily balances of Purchases for the billing period and divide the total by the number of days in the billing period. This gives us the average daily balance of Purchases.
- To get the average daily balance for Cash Advances, we take the beginning balance of Cash Advances on your Account each day, add any new Cash Advances, and subtract any unpaid Interest Charges, other Finance Charges, Fees and any payments or credits. This gives us the daily balance for Cash Advances. Then, we add up all the daily balances of Cash Advances for the billing period and divide the total by the number of days in the billing period. This gives us the average daily balance of Cash Advances.
- Credits received from merchants are effective as of posting date.

- For purposes of calculating Interest Charges, the billing period (billing cycle) begins on the day after the Statement Closing Date of the previous billing period, and includes the Statement Closing Date of the current billing period. The number of days in the billing period may vary.

**Fees:** We may charge the following Fees, subject to applicable law:

1. CASH ADVANCE TRANSACTION FEE: For each Cash Advance, we will charge and add a Cash Advance Fee of \$5.00 to your Account. The Cash Advance Fee is a Finance Charge.

2. ANNUAL FEE: The Account Opening Disclosure accompanying this Agreement states whether an annual fee applies to your Account and, if so, the amount of the fee. If an annual fee applies to your Account, we will charge this fee to your Account on or near each anniversary of the date your Account was opened, beginning with the first anniversary of your Account opening date.

3. RETURNED PAYMENTS: If a check or other instrument intended for payment of the Account is returned to us unpaid due to insufficient funds or an incorrect account number, we will charge a returned payment fee of \$15.00 to your Account.

4. LATE PAYMENT FEE: If we do not receive the full amount of at least your Total Minimum Payment within five (5) days after its Payment Due Date, we will charge a late fee of \$15 to your Account. You will be charged only one Late Payment Fee for any monthly Total Minimum Payment that is not paid by the Payment Due Date.

5. FOREIGN TRANSACTION FEE: A "Foreign Transaction" is any Cash Advance or Purchase made in a country other than the United States. A Foreign Transaction made in a currency other than U.S. dollars may be converted into U.S. dollars. If a Foreign Transaction is converted into U.S. dollars from a foreign currency, the exchange rate used to convert the foreign currency into our billing currency is either: (a) a rate selected by Visa from the range of rates available in the wholesale currency markets for the applicable central processing date (a rate that may vary from the one that Visa itself receives), plus or minus any adjustment we may determine; or (b) the government-mandated rate in effect for the applicable central processing date, plus or minus any adjustment we may determine. The conversion may occur after the date of the Foreign Transaction and the conversion rate may differ from the rate of exchange in effect at the time of the Foreign Transaction. You agree to pay the converted amount to us in U.S. dollars. If a currency conversion occurs for a Foreign Transaction, then you must pay a Fee equal to 1% of the U.S. dollar amount of the Foreign Transaction after it is charged to your Account. If the Foreign Transaction was transacted in U.S. dollars, then you must pay a Fee equal to 0.8% of the U.S. dollar amount of the Foreign Transaction after it is charged to your Account. Both of these Foreign Transaction Fees are Finance Charges.

6. RESEARCH FEE: You agree to pay \$3 for each photocopy of a sales slip you request and \$4 for each duplicate copy of a Statement you request, unless prohibited by applicable law. We will not impose these fees if you request such items in connection with a billing error dispute which you have notified us of in writing.

**Default:** We may consider your Account to be in default at any time if you fail to pay us any payment when it is due, if you attempt to borrow more than the applicable limits on your Account, if your payment is returned by your bank or financial institution, or if you breach any other promise or obligation under this Agreement. Subject to applicable law, we also may consider your Account in default at any time if any statement made by you to us in connection with this credit program was false or misleading, if you breach any other promise or obligation under this Agreement or any other agreement that you may have with us or with any of our affiliates, or if we have any reason to believe you may not be creditworthy. Upon your default and subject to any limitations or requirements of applicable law, you agree to pay all other reasonable costs we incur, including reasonable attorney's fees in an amount not to exceed twenty-five percent (25%) of the unpaid debt after default, in: (1) collecting the Account balance due to us (including Finance Charges, if any), whether or not suit is brought against you; and (2) protecting ourselves from any harm we may suffer as a result of your default. Upon your default, we may also declare the entire amount of your obligations to us immediately due and payable and suspend or cancel your Account privileges, after we give any notice and wait any time period that may be required by applicable law.

**Suspension/Cancellation:** In addition to any of the actions we may take under this Agreement, we may suspend or cancel your Account privileges at our sole option, subject to applicable law, at any time with or without cause and without giving you notice, including but not limited to a situation in which: (1) you cease to be an account holder in good standing with respect to any other accounts you may have with Investar Bank; or (2) you are in default. Any such action on our part will not cancel your obligations to pay us the outstanding balance, Interest Charges, Fees and other Charges due on your Account under the terms of the Agreement in effect at the time of the cancellation or suspension of your Account or as subsequently amended. You agree to pay us all such obligations despite any suspension or cancellation of your Account.

**Insurance:** If you use the Account to buy insurance, you give us permission to pay premiums for you when due. You agree to repay us according to the terms of this Agreement. You must tell us in writing if you no longer wish us to pay premiums for you. If your Account is canceled, we will stop paying the premiums for you.

**Waiver:** Our failure to exercise any of our rights under this Agreement, or our waiver of our rights on any one occasion, shall not constitute a waiver of such rights on any other occasion.

**Consumer Reports:** You authorize us and our affiliates to make whatever credit investigations we deem appropriate and to obtain and exchange any information we may receive from consumer reports and other sources. We may ask consumer-reporting agencies for consumer reports of your credit history. Upon request, we will tell you whether a consumer report was requested and the name and address of the agency that furnished it. We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report and in the credit reports of any Additional Cardholders on your Account.

**Telephone Monitoring:** You agree that we may monitor and record telephone calls between you or Additional Cardholders and us to assure the quality of our customer service and for other legitimate business reasons.

**Consent for Communications:** By providing at any time the number of your land line, cell phone or other wireless device and your email address, you expressly consent and agree that we and any of our affiliates, agents, service providers or assignees may call you, using an automatic telephone dialing system or otherwise; may leave you a voice, prerecorded, or artificial voice message; and may send you a text, e-mail or other electronic message for any purpose related to the servicing or collection of any Account, Card or loan you may receive from us or for other informational purposes related to your Account (each a "Communication"). You agree that we and any of our affiliates, agents, service providers or assignees may call or text you at any telephone number associated with your accounts that you provide to us now or in the future, including cellular telephone numbers, and that we may send an e-mail to any email address associated with your accounts that you provide to us now or in the future. To cancel your consent for use of automatic telephone dialing systems and prerecorded or artificial voice messages, please write to us at Investar Bank, 10500 Coursey Blvd., 3<sup>rd</sup> Floor Loan Operations, Baton Rouge, LA 70816. You also agree that we and any of our affiliates, agents, service providers or assignees may include your personal information in a Communication. We will not charge you for a Communication, but your service provider may. In addition, you understand and agree we and any of our affiliates, agents, service providers or assignees may always communicate with you in any manner permissible by law that does not require your prior consent.

**Benefits and Services:** We reserve the right to add, modify, or delete any benefit or service offered with the Card at any time without notice to you.

**Change of Billing Address – Notices:** You must notify us immediately of any change in your billing address. Any notice given by us shall be deemed to be given when deposited in the United States Mail, postage prepaid, addressed to you at the latest billing address shown on our records.

**Change of Rates, Fees, Terms – Assignment:** We may assign Accounts to our affiliates or to some other financial institution at any time. We may also change the rates, fees, and terms of this Agreement at any time, in accordance with applicable law. We will notify you of changes if we are required to do so by law, and you may be given the opportunity to reject those changes to the extent required by law or otherwise in our discretion. If you choose not to accept those changes, you may terminate this Agreement by notifying us in writing. However, if your Account is closed to future transactions, you will remain responsible for paying all Interest Charges, Fees, Purchases, Cash Advances and any other Charges in the time and manner required by this Agreement.

**Revocation and Voluntary Cancellation:** We can revoke your right to use the Card at any time. We can do this whether or not you have violated this Agreement and without giving you advance notice. If we revoke the Card, you must return the Card to us if we request. Also, if a merchant that accepts Cards asks you to surrender an expired or revoked Card, you must do so. You may not use the Card after it has expired or after it has been revoked. If you ask us to cancel your Account, but you continue to use your Account after the date of cancellation, we will consider such use as your request for reinstatement of your Account. We may then reinstate your Account and bill you accordingly.

**Severability:** If any part of this Agreement conflicts with applicable law, that law will control, and this Agreement will be considered changed to the extent necessary to comply with that law. If any part of this Agreement is determined by a court of valid jurisdiction to be invalid, the remainder of this Agreement will remain in effect.

**To Cardholders in the United States. 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.

*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: Investar Bank, Attn: Chargeback/Dispute Dept. TA-24, P.O. Box 30495, Tampa, FL 33630-3495.

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 automatic 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 ten (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 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 made to you, or if we own the company that sold you the goods or services.)
2. You must have used you 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: Investar Bank, Attn: Chargeback/Dispute Dept. TA-24, P.O. Box 30495, Tampa, FL 33630-3495

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 do not pay, we may report you as delinquent.

**State Laws Require the Following Notices:** California Residents: A married applicant may apply for a separate account. After approval, each applicant shall have the right to use this account to the extent of the credit limit set by the creditor and each applicant may be liable for the amount extended under this account to any joint applicant. Delaware Residents: Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month. New York Residents: New York residents may contact the New York State Department of Financial Services at (877) 226-5697 to obtain a comparative listing of credit card rates, fees and grace periods. Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request.

The Ohio Civil Rights Commission administers compliance with this law. Married Wisconsin Residents: Your signature confirms that this loan obligation is being incurred in the interest of your marriage or family. No provision of any marital property agreement, unilateral statement or court decree adversely affects a creditor's interest unless, prior to the time the credit is granted, the creditor is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision.