

# BUSINESS VISA® CREDIT CARDHOLDER AGREEMENT

This Agreement (“Agreement”) governs each Business Visa Credit Card(s) issued by us, upon your request, to you and/or the persons or employees designated by you for use in connection with your business. Any acceptance, signing or use of the Card(s) by you or any such designated person or employee will constitute your consent and agreement to all terms, conditions and provisions set forth below. We will issue Cards as directed by you from time to time, in your own name or in the names of persons or employees designated by you to receive them. For the purposes of this Agreement, all the Cards shall be deemed issued to and used by you, and you will be fully liable for all obligations incurred through use of the Cards except as otherwise provided herein. All extensions of credit on the Account will be primarily for a business, commercial or agricultural purpose.

Please read this Agreement in its entirety and keep it for your reference. The accompanying Summary of Terms is incorporated into and made a part of this Agreement. In addition, the application, acceptance certificate or other request you signed or submitted for this Account (the “Application”), your Card and the Card Carrier that we send with your Card, and your signature (including any electronic or digital signature) on any Application, sales slip or other evidence of indebtedness on your Account, are incorporated into and made a part of this Agreement.

This Agreement begins on the earlier of (i) the date you sign or submit an Application that we approve or (ii) the first date that we extend credit to you on your Account, including by means of a Purchase transaction, a Cash Advance transaction, a Balance Transfer transaction, a Special Advance transaction, your use of a Convenience Check, or any other extension of credit. A Balance Transfer you request on your Application will be applied to your Account and sent to your designated payee(s) no earlier than 10 days after your Account is opened and we have provided the account opening disclosures to you. On the same day as the Balance Transfer request to your designated payee, you may cancel or modify your Balance Transfer request by calling the number on the back of your Card during our business hours.

## **DEFINITIONS**

The definitions listed below will apply throughout this Agreement and in your monthly statement. In addition, the words you, your, and yours refer to the Cardholder(s) who holds the Card(s) and is responsible for the Account. The words we, us, and our refer to Pinnacle Bank, a Tennessee bank, dba Synovus Bank, Columbus, Georgia.

**Account** – The Business Visa Credit Card account(s) approved by us for your use, which is subject to all terms and conditions of this Agreement.

**Annual Percentage Rate** – A measure of the cost of credit, expressed as a yearly rate.

**ATM** – Automated Teller Machine.

**Authorized User** – The person(s) authorized by a Cardholder to obtain credit under an Account, whether named in an application as an Authorized User or otherwise.

**Average Daily Balance** – A balance amount for a particular type of Account transaction, as calculated in accordance with the provisions of this Agreement.

**Balance Transfer** – A transaction in which, pursuant to your request, we issue a check on your behalf directly to another financial institution to transfer to your Account all or a portion of an outstanding balance you owe. Your use of a Convenience Check or your Card, or any Cash Advance obtained by such use, to pay all or a portion of such an outstanding balance is not a Balance Transfer for the purposes of this Agreement. A Balance Transfer (with the exception of a Promotional Balance Transfer) is not a Cash Advance.

**Billing Cycle** – The time interval covered by a monthly statement. Each Billing Cycle is approximately 30 days in length.

**Card** – Any Business Visa credit card issued by us in connection with your Account, which you or any Authorized User(s) may use to obtain certain Cash Advances, make Purchases, or lease goods or services on credit pursuant to the terms of this Agreement. Use of your Account number or Card number to obtain credit will be considered a use of the Card.

**Card Carrier** – The mailed carrier that contains your Card.

**Cardholder** – You, or any person or employee to whom a Card is issued on your request, or who is entrusted by you with a Card issued to you in your own name.

**Cash Advance** – Credit extended in the form of a cash loan through any financial institution honoring the Card. The Card may be presented directly or through any other credit instrument, check, device, overdraft protection coverage or ATM that we make available to you.

**Cash Advance Limit** – The maximum percentage of your Credit Limit that you may use for Cash Advances. This limit will be displayed in the Card Carrier, on your statements and on your online Account page. The Cash Advance Limit is subject to change at our discretion, and we will communicate any such change to you in writing no less than thirty (30) days prior to it taking effect.

**Closing Date** – The date of the last day of a Billing Cycle.

**Convenience Check** – Any check we make available to you for the purpose of drawing against your Account.

**Credit Limit** – The maximum amount of credit available to you on your Account.

**Finance Charge** – A fee or charge representing the cost of borrowing on your Account.

**Grace Period** – The period of at least 20 days between the close of each Billing Cycle and your Payment Due Date for such Billing Cycle. We will not charge you interest on Purchases and Balance Transfers if you pay your entire balance by the Payment Due Date of each month. You may have an interest-free period (Grace Period) to repay your balance for Purchases and Balance Transfers before Interest Charges are imposed. We will not charge interest to your Account on new Purchases or Balance Transfers when the following occurs:

- (1) Your New Balance shown on your monthly statement for the previous Billing Cycle is paid in full by the Payment Due Date; or
- (2) Your previous balance is zero; or
- (3) Your previous balance is a credit balance.

If none of these conditions occur, Interest will be imposed on Purchases and Balance Transfers from the date they are posted to your Account. The next time you pay your entire New Balance in full by the Payment Due Date, the Grace Period will apply to Purchases and Balance Transfers.

**Interest Charge** – A Finance Charge attributable to the application of a periodic interest rate.

**Margin** – The amount added to the Prime Rate in the calculation of a variable Monthly Periodic Rate. “Prime Rate” is defined below in this Agreement under “Regular Monthly Periodic Rates.”

**New Balance** – The total outstanding Account balance on the Closing Date specified in your monthly statement.

**Overdraft Protection Transaction or Overdraft Advance** – If applicable to your Account, an advance we make to cover overdrafts on a designated deposit account maintained with us or with a financial institution that is our affiliate or subsidiary. Although they are Cash Advances, Overdraft Protection Transactions are included in a separate Average Daily Balance of Overdraft Advances, to which we apply the same Introductory or Regular Monthly Periodic Rate and corresponding Annual Percentage Rate as we apply to your Balance Transfers.

**Previous Balance** – The balance of your Account at the beginning of a Billing Cycle. This will be the same as the “New Balance” shown on your previous bill.

**Promotional Balance Transfer** – Special Balance Transfers that we may offer you from time to time to obtain Special Advances which, although they are Cash Advances, are offered at a special reduced Monthly Periodic Rate and corresponding Annual Percentage Rate applicable for a period of time specified in the promotional balance transfer offer, or until your Account goes into default, after which we will include them in your Average Daily Balance of Balance Transfers and apply the same Monthly Periodic Rate and corresponding Annual Percentage Rate as we apply to Balance Transfers.

**Promotional Check** – Special Convenience Checks we may offer you from time to time to obtain Special Advances which, although they are Cash Advances, are offered at a special reduced Monthly Periodic Rate and corresponding Annual Percentage Rate applicable for a period of time specified in the promotional check offer, or until your Account goes into default, after which we will include them in your Average Daily Balance of Balance Transfers and apply the same Monthly Periodic Rate and corresponding Annual Percentage Rate as we apply to Balance Transfers.

**Purchase** – Any extension of credit to your Account for the purpose of purchasing or leasing goods or services from participating establishments.

**Other Charges** – Charges to your Account other than Finance Charges.

**Periodic Rate** – The percentage rate of Interest Charge imposed against a balance for a period. In this Agreement, a “Monthly” Periodic Rate is used.

**Special Advances** – Credit we may extend to you in the form of Promotional Balance Transfers or Promotional Checks.

**Total Average Daily Balances** – The total of your (i) Average Daily Balance of Purchases, (ii) Average Daily Balance of Balance Transfers, (iii) Average Daily Balance of Overdraft Advances, (iv) Average Daily Balance of Cash Advances and (v) Average Daily Balance of Special Advances.

**Transaction Fee** – A fee charged in connection with a Transaction.

**Unauthorized Use** – The use of a Card by a person, other than the Cardholder, who does not have actual, implied or apparent authority for such use, and from which the Cardholder received no benefit.

### **USING YOUR CREDIT CARD**

**Purchases, Cash Advances or Balance Transfers:** You may use your Card or Convenience Checks to purchase or lease goods or services from participating establishments. You also may use your Card to obtain Cash Advances from your Account at an ATM, or by presenting the Card to us, or to any institution that accepts the Card for that purpose. To protect you, we restrict Cash Advances using this Card to \$1000 per ATM transaction and \$1500 per over-the-counter transaction. In addition, only three Cash Advance transactions may be made per day, and the total outstanding Cash Advance balance on your Account at any given time may not exceed the Cash Advance Limit applicable to your account at that time. You also may use your Card to obtain Balance Transfers, subject to the Balance Transfer terms described in this Agreement. We may limit the use of the Account at our discretion. Such limitations include, but are not limited to, Internet-related gambling transactions. Your Account/Card will be restricted from online betting activity, which includes, but is not limited to, lottery tickets, casino gambling chips, off-track betting, and wagers at racetracks. You will owe us for these amounts, plus any applicable Finance Charges and other applicable charges or fees, payable in U.S. dollars.

**Recurring Preauthorized Transactions:** Recurring preauthorized transactions occur when you authorize a merchant to automatically initiate a transaction using your Account on a recurring basis. If we issue a new Card with a different number or expiration date to you, we may (but are not obligated to) provide your new card number and expiration date to a merchant with whom you have set up a recurring preauthorized transaction in order to continue your recurring preauthorized transactions. By signing this Agreement, you authorize us to provide your new card number and expiration date to such merchants. Synovus updates the merchants through Visa using the Visa Account Updater Service. Merchants use the Visa Account Updater Service which allows them to automatically receive new credit card number and expiration date associated with your Account, however, not all merchants subscribe to this service. There will be circumstances where you will instead have to contact the merchant to provide updated card information. Synovus shall not be responsible for any failed recurring preauthorized transactions with merchants after a new Card is provided, so be sure to confirm your card information with merchants with which you have recurring preauthorized transactions set up.

**Your Credit Limit:** Your Credit Limit and Cash Advance Limit are disclosed to you when you receive your Card and, generally, on each monthly statement. The Credit Limit is the total amount of credit available for your Account; however, only a portion of that is available for Cash Advances. The Cash Advance Limit is the amount you have available for Cash Advances. The amount of credit available under the Cash Advance Limit will never exceed the total amount of credit available under the Credit Limit.

We may change your Credit Limit from time to time and will notify you accordingly. We base that decision on a variety of factors such as your payment and transaction history with us, and information

we receive from third parties, including credit reporting agencies. The amounts shown on your monthly statement as available credit do not take into account Purchases, Balance Transfers, Cash Advances, interest and other Finance Charges or fees, any other transactions, or credits which post to your Account after the Closing Date of that monthly statement. We may delay increasing your available credit for up to ten (10) days after you make a payment. Your Credit Limit (and balances in excess of your Credit Limit) may be treated differently based on the type of Account you have. If you are not sure which type of Account you have, please look at your Card, review your Card Carrier, or call us at 1-888-SYNOVUS (796-6887).

You may not use your Account in any way that would exceed your Credit Limit. However, in certain circumstances, Purchases, Cash Advances or other transactions using your Card or Account may be approved even if they will result in your balance exceeding your Credit Limit. In the event that you do use your Card or Account in a manner that results in your balance exceeding your Credit Limit, you are liable for and must repay the excess amount according to the terms of this Agreement.

**Credit Authorizations:** Subject to applicable law, we may limit or refuse to authorize or accept any transaction on your Account for any reason, including but not limited to a transaction that would cause you to exceed your Credit Limit, or your Account being delinquent. We will not be liable to you or any third party for limiting or refusing to authorize or accept any transaction on your Account, or if (1) we close your Account; (2) anyone refuses your Card, Check, or Account; or (3) we stop (or do not stop) a payment on a Check. Unless otherwise required by law, we will not be liable for goods or services you purchased or leased using your Account.

**Balance Transfer Checks:** You agree that any check we issue on your behalf to a financial institution other than us or our affiliates for the purpose of effecting a Balance Transfer at your request ("Balance Transfer Check") will not be returned to you. We are entitled to return a Balance Transfer Check unpaid if there is not enough available credit in your Account, if your Account is in default, or if we have terminated your right to obtain further credit under your Account. If we honor the Balance Transfer Check under these circumstances, the amount in excess of your Credit Limit will be due immediately. We may pay Balance Transfer Checks dated more than six months prior to the date they are presented for payment. We will not certify a Balance Transfer Check. If you request a Balance Transfer when you open your Account, it may not be processed for up to 10 days from account opening date to allow us time to provide you with legally required disclosures. Balance Transfer(s) do not earn rewards under reward programs. The minimum amount of a Balance Transfer is \$100. We will only approve Balance Transfer amounts that are at least \$200 under your Credit Limit. For example, if your Credit Limit is \$2,000, we will only approve a Balance Transfer of \$1,800 or less.

**Convenience Checks:** We may supply you with Convenience Checks that are subject to the following conditions. Payment of a Convenience Check will be treated as a Cash Advance on your Account, subject to the Cash Advance Transaction Fee described herein. The amount of the Convenience Check will be added to the Cash Advance balance on your Account, subject to interest charges, as of the date the Convenience Check is deposited. Your Convenience Check must be written in U.S. dollars. Only the person(s) whose name(s) appears on the Convenience Check may sign it. A Promotional Check used after the date specified in the promotional check offer as the date by which it must be used to obtain the special promotional offer, is not treated as a Promotional Check but instead is treated as a regular Convenience Check and a transaction resulting from its use as a regular Cash Advance. We are

authorized to pay any Convenience Check drawn on your Account even if the signature does not correspond exactly to the signature on our records. You agree that Convenience Checks written on your Account will not be returned to you. We are entitled to return your Convenience Check unpaid if there is not enough available credit in your Account, if your Account is in default, or if we have terminated your right to obtain further credit under your Account. If we honor the Check under these circumstances, the amount in excess of your Credit Limit will be due immediately. You may not use a Convenience Check to make payments on your Synovus Account or other debt you have with us or our affiliates. We may pay Convenience Checks dated more than six months prior to the date they are presented for payment. You may not write a postdated Convenience Check, but we may pay a Convenience Check regardless of a post-date. We will not certify a Convenience Check.

**Overdraft Protection:** If you choose to use your Account for Overdraft Protection coverage, you agree that Cash Advances will be automatically made from the primary Card Account to the designated Synovus Bank Deposit Account (the "Deposit Account") on occasions when the amount of the Deposit Account debits authorized by authorized party(ies) are in excess of the balance available in the Deposit Account. These debits may be checks or drafts written by authorized party(ies), automatic withdrawals by authorized party(ies), check card transactions made by authorized party(ies); or any other debits authorized or originated by authorized party(ies). Each such cash advance (an "Overdraft Advance") must be repaid as a part of your total indebtedness under this Agreement with all applicable Finance Charges and fees as described in the Summary of Terms. The Credit Limit applicable to your credit card Account from time to time pursuant to this Agreement will not be increased or expanded because of Overdraft Advances. By participating in the Overdraft Protection coverage, you acknowledge and agree to the following: (i) the privileges attached to this Overdraft Protection coverage are contingent upon you maintaining and properly handling both the Deposit Account and the credit card Account; (ii) the Overdraft Protection will immediately terminate upon the closing of either the credit card Account or the Deposit Account for any reason; (iii) we may review the Account involved in this Agreement and, upon a finding of any misuse, fraudulent behavior, or violation of the terms of this Agreement, we may withdraw any Overdraft Protection coverage or suspend your use of the Card or other credit extended under your Account; (iv) it is possible that an Overdraft Advance may result in creating a credit card Account balance in excess of your approved Credit Limit, or exceeding the available credit under any lower limit you may assign to your credit card Account (which also applies to Overdraft Advances), which may cause Purchase or Cash Advance transactions with your Card to be declined. However, we are not obligated to make such Overdraft Advances that would exceed your Credit Limit; and (v) we reserve the right to process, under normal return procedures, any check or debit items which would create an excess balance or any other situation in violation of this or any other agreement between us and you. You acknowledge that you can choose to terminate the Overdraft Protection coverage on your credit card at any time by calling us at the number on the back of your Card and following the procedures for cancellation of the coverage.

**Authorized Users:** You may designate Authorized Users of the Account and may request Cards for those Authorized Users. You may set a maximum amount of credit (in an amount less than the Credit Limit) as a spending limit assigned to the Card for an Authorized User; provided that the maximum amount of credit you set for each Authorized User may not, in the aggregate, exceed the Credit Limit. In addition, the aggregate outstanding balance for the Account may not exceed the Credit Limit, without regard to any maximum amount of credit established for each Authorized User. You are responsible for the use of

the Account by any Authorized User. You may request to have an Authorized User removed from your Account and we will use reasonable efforts to deactivate such user's Card promptly upon your request. However, you are responsible for collecting and destroying any Cards that the Authorized User has in their possession. Your request to remove an Authorized User will not relieve you of responsibility for the charges the authorized user has made on your Account.

Authorized Users are permitted to use the card issued to them under the Account, make payments on the Account, report their Card as lost/stolen, confirm a fraudulent transaction on their Card, and initiate a dispute on the Account for transactions posted on their Card. Additionally, each Authorized User may: obtain basic card Account information (including information such as spending limit available for their Card, Payment Due Date, etc.). Under no circumstances will an Authorized User be permitted to: discuss your credit information; close or reopen the Account; obtain assistance in registering/accessing our website; or request the following: name changes; Credit Limit changes; replacement Cards; the addition of Authorized Users; or removal of a cardholder (except that an Authorized User will be permitted to remove themselves as an Authorized User on the Account).

### **MAKING PAYMENTS**

You agree to pay us, or any party to whom we may transfer and assign your Account, in U.S. dollars according to all terms and conditions of this Agreement.

**Monthly Statements:** We will send you an Account statement for each Billing Cycle at the end of which your Account has a debit balance of \$5 or more, or on which a finance charge has been imposed, or as otherwise required by applicable law.

We will send you an Account statement for each Billing Cycle at the end of which your Account has a credit balance of \$1 or more, or on which a finance charge has been imposed, or as otherwise required by applicable law. If your Account has a credit balance of \$1 or more, you may request a credit balance refund by contacting us. If we do not receive a credit balance refund request from you, we will issue a credit balance refund to you after four Billing Cycles during which your Account has a credit balance of \$1 or more.

**Annual Summary Statement:** In addition to a monthly statement, you may be able to request an optional annual summary statement of your Account, which will be provided at the fees specified in this Agreement.

**Minimum Payment:** The Minimum Payment is the greater of (i) the dollar amount shown in the accompanying Summary of Terms, or (ii) the total, rounded up to the next dollar, of (A) the specified percentage (shown in the accompanying Summary of Terms) of your New Balance, plus (B) any applicable Cash Advance Transaction Fees or Foreign Transaction Fees, plus (C) any Penalty fees (e.g. Late Payment Fees, Overlimit Fees and Returned Payment Fees.) If your New Balance is less than the dollar amount shown in the accompanying Summary of Terms, the Minimum Payment is your entire New Balance. If you elect not to pay your New Balance in full, you must pay at least the Minimum Payment so that it is credited to your Account by the "Payment Due Date" shown on your statement, which is at least 20 days after the Closing Date of the Billing Cycle. Your Minimum Payment will also include any past due amount and any amount by which the New Balance exceeds your Credit Limit, whichever of these two is greater.

**Application of Payments:** We reserve the right to apply payments to your Account in any manner we choose at our sole discretion, in accordance with applicable law. To comply with federal law, when applicable we (i) apply portions of payments in excess of the Minimum Payment to balances with the highest Annual Percentage Rates first, using a method permitted by those rules, and (ii) apply portions of on-time partial payments as of the start of the Billing Cycle to Purchases still subject to the Grace Period at the end of the previous Billing Cycle, determined in accordance with applicable law.

**Security Interest:** If we now, or in the future, hold any title, pledge or security interest in any of your property other than a residence, it may be that the terms of the instrument creating such title, pledge or security interest will also secure your obligations on this Account.

**Posting of Payments:** Payments will be posted to your Account as of the date received, if (i) the payment is received by 5:00 p.m. local time at the remittance address shown on your statement, (ii) is made in person at any Synovus Bank prior to its close of business, (iii) is received by 5:00 p.m. Eastern Time by online payment at our website listed on your statement, or (iv) is received by 5:00 p.m. Eastern Time by telephone payment to our customer service telephone number listed on your statement. Payments received after 5:00 p.m. local time on any day at the remittance address shown on your statement, or received after 5:00 p.m. Eastern Time on any day by such online payment, or by such telephone payment, will be posted as of the next business day. Any other payments may be subject to a delay in posting of up to 5 days after the date of receipt. If we fail to post payments in accordance with these provisions, your Account will not be subject to Finance Charges or other charges attributable to our failure to post payments as these provisions require. If any such Finance Charges or other charges are imposed, we will adjust your Account so that the charges imposed are posted to your account during the next Billing Cycle. While we try to reflect payments on your Account in your available credit amount promptly after the payment has posted, it may take up to 10 calendar days after your payment has posted for it to reflect in your available credit amount. All payments on your Account must be made in U.S. dollars.

#### **HOW INTEREST CHARGES AND OTHER FINANCE CHARGES ARE DETERMINED**

Your Finance Charge for any Billing Cycle will include the following components, the total of which constitutes your total Finance Charge for the Billing Cycle:

- (1) a Cash Advance Transaction Fee, imposed (i) on each Cash Advance transaction posted during a Billing Cycle, in an amount determined as provided in the accompanying Summary of Terms, (ii) on each Promotional Check transaction posted during a Billing Cycle, in an amount determined as provided in the accompanying Summary of Terms, unless a different amount is specified in the disclosures accompanying the Promotional Check offer, (iii) on each Promotional Balance Transfer transaction posted during a Billing Cycle, in an amount determined as provided in the accompanying Summary of Terms, unless a different amount is specified in the disclosures accompanying the Promotional Balance Transfer offer, and (iv) on each Overdraft Protection Transaction (if applicable to your Account), in an amount determined as provided in the accompanying Summary of Terms; and
- (2) Interest Charge amounts computed by applying the applicable Monthly Periodic Rate or Rates, determined as provided below under "Computing the Monthly Periodic Rates and corresponding Annual Percentage Rate", to (i) your Average Daily Balance of Cash Advances (including new Cash Advances), (ii) your Average Daily Balance of Purchases (including new

Purchases), (iii) your Average Daily Balance of Balance Transfers (including new Balance Transfers), (iv) your Average Daily Balance of Special Advances (including new Special Advances), and (v) your Average Daily Balance of Overdraft Advances (including new Overdraft Advances) (except that if the total of the amounts so computed is an amount less than \$1.00, then a minimum Finance Charge of \$1.00 will be imposed instead of such smaller amounts and will be treated as a Finance Charge on Purchases or Cash Advances); and

- (3) In addition, for certain Card types, we will charge a Foreign Transaction Fee in the amount shown in the Summary of Terms for all Foreign Transactions posted during a Billing Cycle. A “Foreign Transaction” is any transaction (1) made in a foreign currency, or (2) made in U.S. dollars if the transaction is made or processed outside of the United States. If you are not sure which type of Card you have, please look at your Card, review your Card Carrier, or call us at 1-888-SYNOVUS (796-6887).

The Foreign Transaction Fee applies to the following credit cards:

- Synovus Business Visa
- Synovus Rewards Visa

The Foreign Transaction Fee does **not** apply to the following credit cards:

- Synovus Travel Rewards Visa

Finance Charges, when calculated, will be rounded up to the next cent.

### **Paying Interest**

**When Interest Charges Begin to Accrue:** Interest Charges on Purchases and Balance Transfers will be imposed at the applicable Monthly Periodic Rates from the date each Purchase is made and will continue to accrue on unpaid balances as long as they remain unpaid subject to any applicable time period within which to pay to avoid paying interest on Purchases (Grace Period). No Interest Charge on Purchases and Balance Transfers will be imposed for any Billing Cycle in which the Previous Balance is zero or a credit balance, or is paid in full by the Payment Due Date shown on the statement for the previous Billing Cycle. Interest Charges on Cash Advances, Overdraft Protection Transactions, and Special Advances (consisting of Promotional Check transactions and Promotional Balance Transfer transactions) will be imposed at the applicable Monthly Periodic Rates from the date each Cash Advance, Overdraft Protection Transaction, Promotional Check transaction or Promotional Balance Transfer transaction is made, and will continue to accrue on unpaid balances as long as it remains unpaid.

### **How to Avoid Paying Interest on Purchases and Balance Transfers:**

Your Payment Due Date will be at least 20-days after the close of each Billing Cycle. We will not impose any Interest Charges on Purchases and Balance Transfers if you pay your entire New Balance by the Payment Due Date each month.

### **Calculating the Balance Subject to Interest Rate**

**Average Daily Balance of Cash Advances (including new Cash Advances):** To calculate the Average Daily Balance of Cash Advances, we take the beginning Cash Advance balance of your Account each day,

including unpaid Interest Charges on Cash Advances (which balance may also include unpaid Transaction Fees of the kinds mentioned below and unpaid Interest Charges thereon), add any new Cash Advances as of the date of transaction, add the Cash Advance Transaction Fee on any Cash Advances, Overdraft Protection transactions, Promotional Check transactions and Promotional Balance Transfers, as of the date of transaction of each Cash Advance, Overdraft Protection Transaction, Promotional Check transaction or Promotional Balance Transfer, and subtract the applicable portion of any payments and credits as of the date of transaction. This gives us the daily balance for Cash Advances. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Cash Advances.

**Average Daily Balance of Purchases (including new Purchases):** To calculate the Average Daily Balance of Purchases, we take the beginning Purchase balance of your Account each day, including any unpaid Interest Charges on Purchases, add any new Purchases as of the date of transaction, and subtract the applicable portion of any payments and credits as of the date of transaction. (However, we subtract the applicable portion of any payments you paid by the Payment Due Date during the Billing Cycle, as of the first day of the Billing Cycle.) This gives us the daily balance for Purchases. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Purchases.

**Average Daily Balance of Balance Transfers (including new Balance**

**Transfers):** To calculate the Average Daily Balance of Balance Transfers, we take the beginning Balance Transfer balance of your Account each day, including unpaid Interest Charges on Balance Transfers, add any new Balance Transfers as of the date of transaction, and subtract the applicable portion of any payments and credits on your Account as of the date of transaction. This gives us the daily balance for Balance Transfers. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Balance Transfers.

**Average Daily Balance of Special Advances (including new Special Advances):** If you use a Promotional Check or Promotional Balance Transfer we offer you then while the special reduced Monthly Periodic Rate is in effect it will be applied to an Average Daily Balance of Special Advances (including new Special Advances), computed for your Promotional Check or Promotional Balance Transfer balances in the same manner as the Average Daily Balance of Cash Advances (described above); provided that the Cash Advance Transaction Fee for Promotional Check or Promotional Balance Transfer transactions is included in your Average Daily Balance of Cash Advances rather than in your Average Daily Balance of Special Advances. When the special reduced Monthly Periodic Rate is no longer in effect, we will continue to include such balances, including any unpaid Interest Charges thereon, in an Average Daily Balance of Special Advances, computed in the same manner specified above.

**Average Daily Balance of Overdraft Advances (including new Overdraft Advances):** Overdraft Protection Transactions will be included from the transaction date, in an Average Daily Balance of Overdraft Advances (including new Overdraft Advances), computed in the same manner as the Average Daily Balance of Cash Advances (described above) provided that the Cash Advance Transaction Fee for Overdraft Protection Transactions is included in the Average Daily Balance of Cash Advances rather than in the Average Daily Balance of Overdraft Advances. We will apply to your Average Daily Balance of Overdraft Advances the same Introductory or Regular Monthly Periodic Rate as we apply to your Balance Transfers.

## **Computing the Monthly Periodic Rates and corresponding Annual Percentage Rate (APR)**

**Special or Introductory Monthly Periodic Rates:** Any special or introductory Monthly Periodic Rate and corresponding Annual Percentage Rate, the type of average daily balances to which it applies if it does not apply to all your average daily balances, and the period for which it is applicable, are shown on the accompanying Summary of Terms and/or Card Carrier or, in the case of Promotional Check, Promotional Balance Transfer or other special offers we may make in the future, will be specified in the disclosures accompanying the special offer. For any rates specified in the accompanying Summary of Terms or Card Carrier as “Introductory” for a specified period, those Introductory rates will expire no less than the specified period after the opening of your Account. However, if we fail to receive your Minimum Payment by the Payment Due Date in any Billing Cycle, then commencing on the first day of your next Billing Cycle any special or introductory Monthly Periodic Rates and corresponding Annual Percentage Rates will be replaced by the applicable Monthly Periodic Rate and corresponding Annual Percentage Rate determined as described below under “Regular Monthly Periodic Rates,” and any special or introductory period that would otherwise have remained in effect will be deemed to have terminated early. Except during periods and with respect to balances for which any special or introductory Monthly Periodic Rate is applicable, each Monthly Periodic Rate and corresponding Annual Percentage Rate applicable to your Account will be determined as described below under “Regular Monthly Periodic Rates”.

**Regular Monthly Periodic Rates:** One or more Regular Monthly Periodic Rates and corresponding Annual Percentage Rates apply to your Account, as shown in the accompanying Summary of Terms and/or Card Carrier or, in the case of Promotional Check, Promotional Balance Transfers or other special offers we may make in the future, as specified in the disclosures accompanying the special offer. (For example, the Monthly Periodic Rate and corresponding Annual Percentage Rate applicable to Purchases and Balance Transfers may be different from the Monthly Periodic Rate and corresponding Annual Percentage Rate applicable to Cash Advances.) The rates apply to your Account as follows:

The Regular Monthly Periodic Rate and corresponding Annual Percentage Rate applicable to your (i) Average Daily Balance of Purchases, (ii) Average Daily Balance of Balance Transfers, (iii) Average Daily Balance of Overdraft Advances, (iv) Average Daily Balance of Cash Advances and (iv) Average Daily Balance of Special Advances (for any Promotional Check or Promotional Balance Transfer balances which, in the Promotional Check or Promotional Balance Transfer offer, we specify will have the same Regular Annual Percentage Rate as Balance Transfers following the promotional period) (collectively, your “Total Average Daily Balances”), is specified in the accompanying Summary of Terms or Card Carrier and, unless otherwise specified in the accompanying Summary of Terms or Card Carrier, will be the same for each such Average Daily Balance.

If the Monthly Periodic Rate and corresponding Annual Percentage Rate are a variable rate, this will be specified in the accompanying Summary of Terms. If a variable rate, the following applies: The Regular Monthly Periodic Rate and corresponding Annual Percentage Rate applicable to your Total Average Daily Balances may vary. The Regular Monthly Periodic Rate applied in any Billing Cycle to the Total Average Daily Balances will be equal to 1/12 of the total of (i) the “Prime Rate” (as defined below) and (ii) the applicable Margin as shown in the accompanying Summary of Terms. The “Prime Rate” used is the highest Prime Rate published in the “Money Rates” section of *The Wall Street Journal* on the last day of

the calendar month in which the Billing Cycle begins (or if not published on that day, on the date of its next publication following that date). If the Prime Rate increases, the Regular Monthly Periodic Rate and corresponding Annual Percentage Rate under the above formula may increase. As a result, the Interest Charges, the Minimum Payment, and the number of payments may also increase. Any new Regular Monthly Periodic Rate will apply to your entire Total Average Daily Balances, including both existing balances and new transactions, and determined as described above. The Annual Percentage Rate for Purchases, Cash Advances, and Balance Transfers will not exceed 24.99%.

For any Promotional Check or Promotional Balance Transfer balances which, in the Promotional Check or Promotional Balance Transfer offer, we specify will have the same Regular Annual Percentage Rate as Cash Advances following the promotional period, the Regular Monthly Periodic Rate and corresponding Annual Percentage Rate applicable to each Average Daily Balance of Special Advances will be determined as provided above. For any Promotional Check or Promotional Balance Transfer balances which, in the Promotional Check or Promotional Balance Transfer offer, we specify will have a Regular Annual Percentage Rate following the promotional period *other than* the Regular Annual Percentage Rate for Balance Transfers or the Regular Annual Percentage Rate for Cash Advances, the Regular Monthly Periodic Rate and corresponding Annual Percentage Rate applicable to any Average Daily Balance of Special Advances will be determined as described in the Promotional Check or Promotional Balance Transfer offer.)

#### **OTHER CHARGES**

In addition to Finance Charges, a variety of fees and charges may be applied to your Account, as described in the Summary of Terms, including the following:

**Late Payment Fee:** If your Minimum Payment Due is not credited to your Account on or before the Payment Due Date, you may be charged a Late Payment Fee as shown in the Summary of Terms. However, the Late Payment Fee will never be greater than the total amount past due on your Account.

**Overlimit Fee:** If your New Balance exceeds your Credit Line on the Closing Date of the Billing Cycle, we will apply an Overlimit Fee as shown in the Summary of Terms.

**Returned Payment Fee:** If any payment received in payment of your Account is returned to us unpaid for any reason, you may be charged a Returned Payment Fee as shown in the Summary of Terms. However, the Returned Payment Fee will never be greater than the total amount past due on your Account. If we return unpaid any Convenience Check (including any Promotional Check), or Balance Transfer Check you may be charged a Returned Payment Fee as shown in the Summary of Terms. However, the Returned Payment Fee will never be greater than the total amount past due on your Account.

**Annual Fee:** If applicable to your account, an annual fee will apply as shown in the Summary of Terms. (If an Annual Fee amount is shown as "Introductory" for a specified period, that Introductory Annual Fee will expire no less than the specified period after the opening of your Account, and thereafter the Annual Fee will revert to the standard annual fee amount as shown in the Summary of Terms.)

**Expedited Card Fee:** If applicable to your Account, an Expedited Card Fee may apply to your Account for delivering a Credit Card to you via recognized overnight courier, such as Federal Express, upon your request. The Expedited Card Fee is \$25 per card that is expedited.

**Annual Summary Statements:** If applicable to your Account, if you elect to receive an Annual Summary Statement, a \$15 fee may be charged to your Account.

### **LOST CARDS, UNAUTHORIZED USE AND IDENTITY THEFT**

If you notice the loss or theft of your Card or a possible unauthorized use of your Card, you should write to us immediately at: Security Department, Synovus Card Services, P.O. Box 84050, Columbus, GA 31908-4050, or call us at 1-888-SYNOVUS (796-6887) (or 706-644-0012 for calls from outside the U.S.). You may be liable for the unauthorized use of any Card(s) issued to you or your employees. Except as otherwise provided below, the following limitation of liability will apply with respect to each separate Card issued:

You will not be liable for any unauthorized use that occurs after you notify us of the loss, theft or possible unauthorized use. You may, however, be liable for unauthorized use that occurs before your notice to us if we reasonably determine, based on substantial evidence, that you were fraudulent or negligent in the handling of the Account or the Card. In any case, your liability will not exceed the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us. However, neither you nor we may impose any liability for unauthorized use (except unauthorized use by the employee himself or herself) on an employee to whom we issue a Card at your request but who has not himself or herself signed an application or otherwise explicitly requested us to issue him or her a Card, and received a copy of this Agreement and accompanying Summary of Terms.

The foregoing limitation will not apply if you are an organization and 10 or more Cards are issued by us for use by your employees. In this case, you will be and remain fully liable for any and all unauthorized use of any such Card, except where unauthorized use results from the loss or theft of such Card, where we have been notified of such loss or theft as provided above. Notwithstanding any inapplicability of the limitation to your own liability for unauthorized use and without regard to the number of Cards issued, said limitation will apply nonetheless: (a) to liability that we or you may impose on an employee for unauthorized use of a Card by someone other than himself or herself (but in no event to liability of an employee for his or her own unauthorized use), and (b) to the liability of any natural person or separate organization who had guaranteed or agreed with us to pay obligations arising from the issuance of Cards to you.

If you believe that you have been the victim of identity theft and that there is a transaction(s) or application(s) you believe is a result of that identify theft, please write to us at: Security Department, Synovus Card Services, P.O. Box 84050, Columbus, GA 31908-4050. All submissions regarding an unauthorized transaction(s) or application(s) due to identity theft must be sent to the foregoing address. If you contact us by phone regarding transactions resulting from identity theft, we will require you to make a written submission. In your written submission, please include:

- (1) your name,
- (2) your account number,
- (3) if known, the date of the transaction(s) or application(s),
- (4) if known, any other identifying information that you believe may assist us in identifying the transaction(s) or application(s) that were the result of a stolen identity, and
- (5) any federal, state, or local law enforcement agency or officer you would like results of the investigation to be sent.

Once we receive the request we will respond within the next 30 days, pending any verification of identity, with any information in our control regarding the application(s) or transaction(s) that were the result of identity theft to you and anyone else requested in your submission.

We may require that you verify your identity before investigating your claim. If we determine that identity verification is necessary, we will request from you a copy of a government issued identification or other documentation that will allow us to verify your identity. Additionally, we may require that you submit a copy of a police report you filed evidencing the claim of identity theft, and either the Federal Trade Commission Identity Theft Report, available at the FTC's website, or an affidavit which is substantially similar to the Federal Trade Commission Identity Theft Report.

**Notify Us In Case of Errors or Questions About Your Bill:** If you think there is an error on your statement, or if you need more information about a transaction on your statement, you can notify us by: (1) writing to us at:

Synovus Bank  
Dispute Resolution Office  
Synovus Card Services  
P.O. Box 84050  
Columbus, GA 31908-4050.

Or, (2) visiting [www.synovus.com](http://www.synovus.com) and sending us your details and the required information through the credit card Secure Messages system.

In your notice, you must provide the following information:

- *Account Information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error, and any other information regarding the charge that may help us identify it, such as the vendor or date.
- *Description of problem:* If you think there is an error on your statement, describe what you believe is wrong and why you believe it is a mistake. If you need more information, describe the item you are not sure about.

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.

Your notice regarding any potential errors on your statement must be *in writing* (including electronic written notice), and must be submitted to us by using one of the two contact methods described above. You may call us instead, but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.

#### **OUR RIGHTS AND HOW THEY AFFECT YOU**

**Telephone Monitoring:** From time to time, we may monitor and/or record telephone calls regarding your Account with us to assure the quality of our service. By entering into this Agreement, you give us your express consent to do so.

**Refunds:** If a seller agrees to give a refund for a Purchase made with your Card, such refund will be provided as a credit on your Account instead of cash refund.

**No Waiver of Rights; Disputed Amounts:** We can accept late or partial payments without losing any of our rights under this Agreement. You agree not to send us partial payments marked “paid in full,” “without recourse,” or similar language. If you send such a payment, we may accept it without losing any of our rights under this Agreement. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes “payment in full” of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount, must be mailed or delivered to Synovus Bank, Dispute Resolution Office, Synovus Card Services, P.O. Box 84050, Columbus, GA 31908-4050.

**Credit Reports and Information:** You authorize us to make or have made any credit, employment and investigative inquiries, including obtaining consumer reports on you from credit reporting agencies and/or other third party sources, as we deem appropriate in connection with your application for or the extension of credit on the Account, or the update, renewal or review of the Account, the collection of amounts owing on the Account, and/or other related purposes, in accordance with applicable law. Upon your request, we will inform you whether or not a consumer report was requested, and if one was requested, of the name and address of the consumer reporting agency that furnished the report. You agree that we may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information, in accordance with applicable law. Late payments, missed payments, or other defaults on your Account may be submitted to a credit reporting agency and reflected in your credit report.

**Notice of Inaccurate Information:** If you believe that we have information about you that is inaccurate or that we have reported or may report to a credit reporting agency information about you that is inaccurate, please notify us of the specific information that you believe is inaccurate by writing to us at Synovus Card Services, P.O. Box 23061, Columbus, GA 31902-3061.

**Collection and Default:** Unless prohibited by applicable law, your Account is considered to be in default if (i) you do not make at least the Minimum Payment on or before the Payment Due Date, (ii) you exceed your Credit Limit by making a Purchase, Cash Advance, or other transaction in connection with your Account or any other Synovus account, (iii) you become subject to bankruptcy or insolvency proceedings, (iv) you become subject to attachment or garnishment proceedings, (v) you give us any materially false information or signature, (vi) you die, or (vii) you fail to comply with any portion of this Agreement. Our accepting a late or partial payment does not waive the default. Unless prohibited by applicable law, default on this Account will constitute default on all accounts you hold with us. Subject to any notice of default and right to cure or other restrictions of applicable law, if you are in default, we may declare the entire balance due immediately. Unless prohibited by applicable law you agree to pay our reasonable costs and attorneys’ fees related to the collection or enforcement of your Account.

**Change of Terms:** Subject to the limitations of applicable law, we may, at any time, change or remove any of the terms and conditions of, or add new terms or conditions to, this Agreement. We will provide written notice of such a change to you then in the manner required by applicable law, and, you hereby consent to receipt of such notice electronically where electronic notice is permitted by applicable law. As of the effective date, the changed or new terms will apply to new Purchases, Cash

**Advances and Balance Transfers and also to the outstanding balance of your Account, subject to the limitations of applicable law.**

**Delay in Enforcement:** We can delay enforcing our rights under this Agreement without losing them.

#### **OTHER PROVISIONS**

**Ownership and Use of Your Card:** As the Account Cardholder(s), you are liable for all credit obtained under your Account. If you authorize another person to use your Card or Convenience Check, you are liable for any credit obtained on your Account for as long as that person holds the Card or Check. In addition, you will remain liable until you recover possession of the Card or Check. Misuse of your Card by an Authorized User will not be considered unauthorized use (see “Lost Cards, Unauthorized Use and Identity Theft” above). Upon demand, you must return any Card we supply to you or destroy the Card by cutting it in half immediately. Convenience Checks must be mailed or returned to us upon request.

**Transfer and Termination of Your Account:** You may not transfer your Account to any other person. We may assign your Account to any other person at any time. Either you or we may terminate or suspend your credit privileges at any time. However, you will remain liable for all amounts owed on your Account until they are paid in full. We may terminate any or all of your Accounts at any time, or reduce the amount of your Credit Limit on any or all of your Accounts, subject to applicable law, even though a default may not have occurred. You agree that you will continue to be responsible for full payment of the balance on the closed Account(s) and all charges to the Account(s), including, without limitation: Purchases and Cash Advances that post after termination of the Account and any Finance Charge or other charges. The Account will be blocked and/or closed for non-compliance with requests for Beneficial Ownership. You or any authorized representative, Account guarantor, or administrator may cancel the Account at any time upon written notification to us.

**Foreign Currency Conversion:** You may make a Purchase or obtain a Cash Advance in a currency other than U.S. dollars. If you do, Visa will convert the transactions into U.S. dollars. The conversion rate between the transaction currency and the billing currency will be either (i) 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 (ii) the government-mandated rate in effect for the applicable central processing date. The conversion rate Visa uses may differ from any published rate in effect on the day that you made the transaction or it was posted to your Account. You agree to pay us the amount as converted into U.S. dollars according to Visa procedures.

**Honoring Your Card:** We are not liable for the failure or refusal of a merchant, ATM, or other institution to honor your Card. Although you may have credit available, we will not be liable for the failure to authorize credit due to operational difficulties or mistakes. A transaction made above a certain dollar amount may require authorization by us before the transaction can be approved. In addition, we may limit the number and amount of transactions approved in one day for security reasons.

**Servicing the Account:** We will send all written notices and statements to your address and/or email address (if applicable to your Account) as it appears on our records. To avoid delays and missed payments that could affect your credit standing, you agree to advise us promptly if you change your mailing address, email address, place of employment, and/or telephone number(s). You authorize us or any of our agents to contact you at any telephone numbers you provide on your credit application or

that you provide to us thereafter, including a ported landline, cellular phone, mobile phone or similar device, regarding payments due, Account activity, Account information or for other purposes we deem necessary, in accordance with applicable law. You authorize those contacts to be made using an automated telephone dialing system and/or prerecorded messages and/or text messages. You may revoke your consent to being contacted on your mobile phone using an automated telephone dialing system and/or prerecorded messages and/or text messages at any time by calling us at 1-888-SYNOVUS (796-6887) or by sending written notice to Synovus Bank, Customer Support, P.O. Box 23061-3061. You authorize us or any of our agents to send email to the addresses you provide us on your credit application or otherwise. You may be charged by your wireless provider for data, phone usage or minutes. You authorize us or any of our agents to leave a message with a person or on a voice mail, answering machine or answering service that answers the number(s) you have provided to us.

You also authorize us or any of our agents to send U.S. postal mail to the addresses you provide to us on your credit application or otherwise. You also confirm that by providing the mobile phone number and/or email address of an Authorized User(s), you have received consent from the Authorized User(s) to provide this contact information to us, and that the Authorized User(s) have expressly consented to receive calls and/or text messages from us or any of our agents to the number(s) provided, including through an automated telephone dialing system and/or prerecorded messages and/or text messages, about authorized Card transactions, and you agree to indemnify Synovus from any and all losses, damages and penalties arising out of claims or actions that such Authorized User did not consent. We can also contact other persons you have listed on your credit application or persons you have designated as Authorized Users, to find out information about you and how to contact you in the event we are unsuccessful in contacting you as described above.

**Synovus Fraud Alerts Program:** Synovus Fraud Alerts are provided through a third-party service (at no cost to you). Visit [www.synovus.com/fraudfaqs](http://www.synovus.com/fraudfaqs) for more information on Synovus Fraud Alerts.

**Text Fraud Alerts:** Fraud alerts may be provided to you via free text messages to the mobile phone number associated with your Account from 74233. Message frequency depends on account activity. You may opt out at any time by texting **STOP** to **74233**. By sending STOP to 74233, you agree to one additional confirmation message stating that you've opted out and will no longer receive text messages from Synovus. Get additional support or help by calling 1-888-SYNOVUS (796-6887).

**Other Fraud Alerts:** If you cannot receive text fraud alerts because you do not receive services through a Participating Wireless Carrier, or if you have opted out of receiving text fraud alerts, we may still send you fraud alerts to your email address on record with us.

**Authorized User Fraud Alerts:** We will provide text fraud alerts to your Authorized Users when you obtain their consent for such alerts and provide their mobile phone number to us. By providing us an Authorized User's mobile phone number, you represent and warrant to us that the Authorized User voluntarily consented to receiving Synovus text fraud alerts, and you indemnify Synovus from any and all losses, damages and penalties arising out of claims or actions that such Authorized User did not so consent.

**Severability:** In the event that any provision of this Agreement is invalid or unenforceable, or determined to be invalid or unenforceable by a court of competent jurisdiction, under any applicable law, including the Military Lending Act, the remaining provisions will remain in effect.

**Entire Agreement; Interpretation:** This Agreement constitutes the final expression of the credit agreement between you and us relating to your Account. The headings used in this Agreement are for the convenience of reference only and are not intended to define or describe the scope or intent of any portion of the Agreement.

**Governing Law: This Agreement and your Account, and any claim, dispute or controversy (whether in contract, tort, or otherwise) at any time arising from or relating to your Account, this Agreement or any transferred balances, are governed by and construed in accordance with applicable federal law and the laws of the state of Georgia. The legality, enforceability and interpretation of this Agreement and the amounts contracted for, charged and reserved under this Agreement will be governed by such laws. This Agreement is entered into between you and us in Georgia. We make decisions about granting credit to you from, extend credit to you under this Agreement from, and accept your payments in, Georgia.**

**Arbitration of Disputes: Except as expressly provided below, any controversy that arises out of or is related to (a) this Agreement (including any dispute over the validity of this Agreement to arbitrate disputes or of this entire Agreement), or (b) your Account, or (c) any relationship resulting from this Agreement, or (d) any insurance or other service related to your Account, or (e) any other agreement related to your Account or any such service, or (f) breach of this Agreement or any other such agreement, whether based on statute, contract, tort or any other legal theory, in which the aggregate amount in controversy for all claimants exceeds \$15,000 including interest and attorneys' fees (any Claim") will be settled on an individual basis by binding arbitration under the Federal Arbitration Act ("FAA").** Judgment on the arbitration award may be entered in any court having jurisdiction. Any dispute regarding whether a particular controversy is subject to arbitration will be decided by the arbitrator(s). If any part of the damages or other relief requested is not expressly stated as a dollar amount, the controversy will be a Claim that is subject to arbitration. You and we acknowledge and agree that the transactions contemplated by this Agreement, and any controversy that may arise under or relate to this Agreement, your Account, or the services or other agreements described above, involve "commerce" as that term is defined and used in the FAA. The arbitration will be administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules (the "Arbitration Rules"). We will tell you how to contact the AAA and how to get a copy of the Arbitration Rules without cost if you ask us in writing to do so. The Arbitration Rules permit you to request deferral or reduction of the administrative fees of arbitration if paying them would cause you a hardship. Any in-person arbitration hearing will be held in Columbus, Georgia, where our employees and records of your Account are located. Each arbitrator shall be a licensed attorney who has been engaged in the private practice of law continuously during the ten years immediately preceding the arbitration or a retired judge of a court of general or appellate jurisdiction. The arbitration award shall award only such relief as a court of competent jurisdiction could properly award under applicable law, including attorneys' fees if allowed by applicable law or agreement, and may award to the prevailing party all pre- and post-award expenses of arbitration. All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding will apply in the arbitration. The filing of a demand for arbitration in accordance with the Arbitration Rules will be deemed the commencement of an action for purposes of any applicable statute of limitations. There will be no class Claims—Claims by or on behalf of other persons will not be considered in or consolidated with the arbitration proceedings between you and us.

This Agreement does not limit the right of you or us, whether before, during or after the pendency of any arbitration proceeding, to exercise self-help remedies such as set-off or repossession and sale of collateral, or to obtain provisional or ancillary remedies or injunctive or other traditionally equitable relief (other than a stay of arbitration) necessary to protect the rights or property of the party seeking relief pending the arbitrator's determination of the merits of the Claim. The taking of any of the actions described in the preceding sentence by either party or the filing of a court action by a party shall not be deemed to be a waiver of the right to demand arbitration of any Claim asserted as a counterclaim or the like in response to any such action. This Agreement to arbitrate disputes will survive the closing of your account and the termination of your Agreement with us.

**Please read this arbitration agreement carefully. It limits or waives certain of your rights. With respect to claims that you are agreeing to arbitrate pursuant to this Agreement, you are waiving your right to bring a court action and to have a jury trial. There will be no class claims in arbitration. Discovery may be more limited in arbitration than in a court proceeding, and the right and grounds to appeal from an arbitrator's award are more limited than in an appeal from a court judgment. Certain other rights you have in a court proceeding also may not be available in arbitration.**

**BY USING YOUR CARD OR ACCOUNT, YOU ACKNOWLEDGE THAT (1) YOU HAVE RECEIVED AND HAVE READ A COMPLETED COPY OF THIS AGREEMENT (2) YOU UNDERSTAND THIS AGREEMENT AND (3) YOU AGREE TO ITS TERMS, INCLUDING THE ARBITRATION PROVISION.**

The card issuer:

**Synovus Bank  
33 West 14th Street  
Columbus, Georgia 31901**

January 2, 2026