

Cardholder Agreement

Card Services
P.O. Box 23061 • Columbus, Georgia 31908
706-649-2251 or 1-800-543-8227

Dear Cardholder:

This Cardholder Agreement, along with your Summary of Terms, Card Carrier, and any other written materials containing the terms of your Agreement, is your contract concerning the use of your Account. It contains disclosures required by the Federal Truth in Lending Act, along with important information about your Account. We encourage you to read all of it and keep it for your records. Please feel free to call with any questions you may have. We look forward to serving you.

CARDHOLDER AGREEMENT

This Agreement contains the terms that govern the use of your Visa_ or MasterCard_ Card Account and outlines both your responsibilities and ours. Please read it in its entirety and keep it for your reference. The accompanying **Summary of Terms** is hereby incorporated into and made a part of this Agreement. In addition, the application, acceptance certificate or other request you signed or otherwise 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 hereby incorporated into and made a part of this Agreement. This Agreement begins on the earlier of (i) the date you sign or otherwise submit an Application that is approved by us, or (ii) the first date that we extend credit to you on your Account, as evidenced by a signed sales slip or memorandum, a Cash Advance transaction, a Balance Transfer transaction, or otherwise.

DEFINITIONS

To simplify this Agreement for you, the definitions listed below will apply throughout, both in this Agreement and in your monthly statement. In addition, the words *you*, *your*, and *yours* refer to the Cardholder(s) who holds the Card and is responsible for the Account. The words *we*, *us*, and *our* refer to Columbus Bank and Trust Company, Columbus, Georgia.

Account: The credit card account for which you were issued a Card imprinted with your Account number that 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.

Account Year: The 12-month period (consisting of 12 Billing Cycles) commencing with the first Billing Cycle that begins when the Account is opened and each successive 12-month period thereafter.

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 is not a Cash Advance, although certain Overdraft Protection transactions (which are Cash Advances), if available on your Account, and certain Promotional Check transactions (which are Cash Advances), if we offer them and you use them, are included in your Average Daily Balance of Special Advances during the billing cycle in which they are posted to your Account (in the case of Overdraft Protection transactions) or while the promotional Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE (APR)** are applicable (in the case of Promotional Check transactions), and thereafter are included in your Average Daily Balance of Balance Transfers, and are subject to the same Regular or Default Monthly Periodic Rate and corresponding APR as we apply to Balance Transfers and, for these purposes only, are treated as “Balance Transfers”. (However, the Cash Advance Transaction Fee **FINANCE CHARGE** on Overdraft Protection and Promotional Check transactions is included in your Average Daily Balance of Cash Advances rather than in an Average Daily Balance of Special Advances or in your Average Daily Balance of Balance Transfers.)

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

ATM: Automated Teller Machine.

Card: Any Visa or MasterCard credit card issued by us which you may use to obtain cash, make Purchases, or lease goods or services on credit. Use of your Account number to obtain credit will be considered a use of the Card.

Card Carrier: The carrier that contains your Card.

Cardholder: The Person to whom a Card is issued, or who has agreed to pay obligations arising from a Card issued to another Person.

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

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

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

Credit Line: The maximum amount of credit available to you on your Account.

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.

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 Check: Special Convenience Checks we may offer you from time to time to obtain Special Advances, at a special reduced monthly periodic rate and corresponding

ANNUAL PERCENTAGE (APR) applicable for a period of time specified in the promotional check offer, or until your Account becomes delinquent, after which we will apply the same Regular or Default Monthly Periodic Rate and corresponding **APR** as we apply to Balance Transfers. Although Promotional Check transactions are Cash Advances, because they are ordinarily subject to a different monthly periodic rate and corresponding **APR** we treat them separately from other Cash Advances in computing periodic **FINANCE CHARGES**, as explained below. However, a Promotional Check used after the specified promotional period, is treated as a regular Cash Advance.

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 Finance Charge imposed against a balance for a period. In this Agreement, a "Monthly" Periodic Rate is used.

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.

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. Authorized Users will not have access to account information.

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 may also use your Card to obtain Cash Advances from your Account at an ATM, or by presenting it 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 can be made per day. You may also use your Card to obtain Balance Transfers.

We may limit the use of the Account/Card 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.

Your Credit Line

You may not use your Account in any way that would cause you to go over your Credit Line. We may refuse to authorize or accept any transaction on your Account that would cause you to exceed your Credit Line or if your Account is delinquent. We may temporarily agree to allow you to exceed your Credit Line; however, in that case you must repay the excess amount according to the terms of this Agreement. We may change your Credit Line at any time and will notify you accordingly.

Balance Transfer Checks

You agree that any check we issue on your behalf to another financial institution for the purpose of affecting 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 your right to obtain further credit under your Account has been terminated. If we honor the Balance Transfer Check under these circumstances, the amount in excess of your Credit Line 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.

Convenience Checks

We may supply you with personalized Convenience Checks that are subject to the following conditions. Payment of a Check will be treated as a Cash Advance on your Account. Your Check must be written in U.S. dollars. Only the person whose name appears on the Check may sign it. We are authorized to pay any 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 Check unpaid if there is not enough available credit in your Account or if your Account is in default or if your right to obtain further credit under your Account has been terminated. If we honor the Check under these circumstances, the amount in excess of your Credit Line will be due immediately. You may not use a Convenience Check to make payments on your Account. We may pay Checks dated more than six months prior to the date they are presented for payment. You may not write a postdated Check, but we may pay a Check regardless of a post-date. We will not certify a Convenience Check.

MAKING PAYMENTS

Monthly Statements

We will send a statement at the end of each monthly Billing Cycle if there is a debit or credit balance on your account of \$1 or more, a balance on which a **FINANCE CHARGE** has been imposed or as otherwise required by applicable law. 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.

Minimum Payment

The Minimum Payment is the greater of (i) \$10, or (ii) the total, rounded up to the next dollar, of (A) 2.5% of your New Balance, plus (B) Transaction Fees, such as Transaction Fees imposed for Cash Advances (including any Promotional Check or Overdraft Protection Transactions), International Transactions, and where applicable, Balance Transfers, plus (C) any punitive fees such as Late Payment Fees, Overlimit Fees and Returned Check Fees. If your New Balance is less than \$10, 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 received 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 Line, 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.

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.

Crediting of Payments

Payments received at any address other than the remittance address or at any Synovus bank may be subject to a delay in crediting of up to 5 days after the date of receipt. Payments made at any Synovus bank will be processed the next business day after the date of receipt.

HOW 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 **FINANCE CHARGE**, imposed on each Cash Advance transaction posted during a Billing Cycle, in an amount determined as provided in the accompanying Summary of Terms, and (2) periodic **FINANCE 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 (APR)**”, to (i) your Average Daily Balance of Cash Advances (including new Cash Advances), and (ii) your Average Daily Balance of Purchases (including new Purchases), and (iii) your Average Daily Balance of Balance Transfers (including new Balance Transfers), and (iv) each Average Daily Balance of Special Advances (including new Special 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, and (3) a Cash Advance Transaction Fee **FINANCE CHARGE**, imposed 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; and (4) if applicable to your Account, a Cash Advance Transaction fee **FINANCE CHARGE** imposed on each Overdraft transaction during a Billing Cycle, in an amount determined as provided in the accompanying Summary of Terms.

FINANCE CHARGES, when calculated, will be rounded up to the next cent.

When FINANCE CHARGES Begin to Accrue

Subject to any grace period, **FINANCE CHARGES** on Purchases 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. You will have at least a 20-day grace period to repay the New Balance (if any) shown on your statement for any Billing Cycle to avoid incurring an additional **FINANCE CHARGE** on Purchases: No **FINANCE CHARGE** on Purchases 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. Periodic **FINANCE CHARGES** on Cash Advances and on Balance Transfers and on Promotional Checks and on Overdraft Protection transactions will be imposed at the applicable Monthly Periodic Rates from the date each Cash Advance or Balance Transfer or Promotional Check transaction is made and from the date each Overdraft Protection transaction is posted to your account and will continue to accrue on unpaid balances as long as it remains unpaid. There is no time period within which to pay to avoid **FINANCE CHARGES** on Cash Advances or on Balance Transfers or on Promotional Checks or Overdraft Protection transactions.

Calculating the Balance Subject to FINANCE CHARGES

Average Daily Balance of Cash Advances (including new Cash Advances): To get the Average Daily Balance of Cash Advances, we take the beginning Cash Advance balance of your Account each day, including unpaid **FINANCE CHARGES** on Cash Advances, add any new Cash Advances as of the date of transaction, add the Cash Advance Transaction Fee **FINANCE CHARGE** on any Cash Advances, Overdraft Protection transactions (if applicable to your Account) and Promotional Check transactions, and the Balance Transfer Transaction Fee **FINANCE CHARGE** (if applicable to your Account on any Balance Transfers, as of the date of posting of each Cash Advance, Overdraft Protection transaction or Promotional Check transaction, or Balance Transfer, and subtract the applicable portion of any payments and credits as of the date of posting. 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): The balance calculation method for Purchases is the Average Daily Balance (including new purchases). To get the Average Daily Balance of Purchases, we take the beginning Purchase balance of your Account each day, including unpaid **FINANCE 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 posting. 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 get the Average Daily Balance of Balance Transfers, we take the beginning Balance Transfer balance of your Account each day, including unpaid **FINANCE CHARGES** on Balance Transfers (which balance may also include unpaid Overdraft Protection transaction balances, including unpaid periodic **FINANCE CHARGES** on Overdraft transactions and unpaid Promotional Check balances, after the specified promotional period or when account delinquent during promotional period) add any new Balance Transfers as of the date of transaction, and subtract the applicable portion of any payments and credits as of the date of posting. 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).

Promotional Checks: If you use a Promotional Check, 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 balances in the same manner as the Average Daily Balance of Cash Advances (described above) except the Cash Advance Transaction Fee **FINANCE CHARGE** for Promotional Check transactions is included in your Average Daily Balance of Cash Advances rather than in your Average Daily Balance of Special Advances or your Average Daily Balance of Balance Transfers. When the special reduced monthly periodic rate is no longer in effect, we will include your Promotional Check balance in your Average Daily Balance of Balance Transfers. **Overdraft Protection transactions:** Any new Overdraft Protection transactions (if applicable to your account) will, during the Billing Cycle in which they are posted to your Account, be included from the date posted to your account in an Average Daily Balance of Special Advances (including new Special Advances), to which we will apply the same Regular or Default Monthly Periodic Rate and corresponding **APR** as we apply to Balance Transfers, and in subsequent Billing Cycles will be included in your Average Daily Balance of Balance Transfers. The Average Daily Balance of Special Advances will be computed for new Overdraft Protection transactions in the same manner as the Average Daily Balance of Cash Advances (described above) except that the Cash Advance Transaction Fee **FINANCE CHARGE** for Overdraft Protection Transactions is included in the Average Daily Balance of Cash Advances rather than in the Average Daily Balance of Special Advances or the Average Daily Balance of 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: an Introductory **APR** for Purchases and Balance Transfers of 0.00%, which corresponds to a Monthly Periodic Rate of 0.0000%, through the end of your final Billing Cycle with a Closing Date on or before the date on which your Account has been open for 6 months, or, in the case of Promotional Check or special offers we may make in the future, will be shown in the disclosures accompanying the special offer. 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 “Default Monthly Periodic Rate”, 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” and “Default Monthly Periodic Rate”.

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. (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:

Purchases and Balance Transfers and Special Advances (Promotional Checks and new Overdraft Protection transactions): The Regular Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** applicable to your Average Daily Balance of Purchases and your Average Daily Balance of Balance Transfers and each Average Daily Balance of Special Advances is either a fixed rate or a variable rate, as specified in the accompanying Summary of Terms. If a fixed rate, the Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** are shown 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 Average Daily Balance of Purchases, your Average Daily Balance of Balance Transfers, and each Average Daily Balance of Special Advances may vary. The Regular Monthly Periodic Rate applied in any Billing Cycle to the Average Daily Balance of Purchases and to the Average Daily Balance of Balance Transfers and to each Average Daily Balance of Special Advances, 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” will be the highest Prime Rate published in the “Money Rates” section of the *Wall Street Journal* on either (A) the first 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), or (B) 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), whichever produces the higher Prime Rate. The current Regular Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** under the above formula are shown on the accompanying Summary of Terms. 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 **FINANCE CHARGE**, the Minimum Payment, and the number of payments may also increase. Any new Regular Monthly Periodic Rate will apply to your entire Average Daily Balance of Purchases and your entire Average Daily Balance of Balance Transfers and each entire Average Daily Balance of Special Advances, including both existing balances and new transactions, and determined as described above.

Cash Advances: The Regular Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** applicable to your Average Daily Balance of Cash Advances is either a fixed rate or a variable rate, as specified in the accompanying Summary of Terms. If a fixed rate, the Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** are shown 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 Average Daily Balance of Cash Advances may vary. The Regular Monthly Periodic Rate applied in any Billing Cycle to the Average Daily Balance of Cash Advances will be equal to 1/12 of the total of (i) the "Prime Rate" (as defined in the preceding paragraph), and (ii) the applicable Margin as shown in the accompanying Summary of Terms. The current Monthly Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** under the above formula are shown on the accompanying Summary of Terms. 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 **FINANCE CHARGE**, the Minimum Payment, and the number of payments may also increase. Any new Regular Monthly Periodic Rate will apply to your entire Average Daily Balance of Cash Advances, including both existing balances and new transactions, and determined as described above.

Default Monthly Periodic Rate: Notwithstanding the above provisions relating to Special or Introductory Monthly Periodic Rates and Regular Monthly Periodic Rates, commencing on the first day of your first Billing Cycle following our failure to receive your Minimum Payment for more than 30 days after your Payment Due Date, a fixed Default Monthly Periodic Rate of 1.9917% (corresponding **ANNUAL PERCENTAGE RATE** 23.9%) will be applicable to each Average Daily Balance of your Account, but (with respect to each such balance) only if that Default Monthly Periodic Rate represents an increase over the Monthly Periodic Rate that would otherwise then apply to such balance.

Other Charges

In addition to **FINANCE CHARGES**, a variety of fees and charges may be applied to your Account, as follows:

Late Payment Fee: If we do not receive your Minimum Payment on or before the Payment Due Date, we will apply a Late Payment Fee based on the outstanding balance of your Account (as of the Closing Date of the Billing Cycle during which your payment is late), as follows: (i) for a balance less than or equal to \$100, a Late Payment Fee of \$15; (ii) for a balance between \$100.01 and \$500, a Late Payment Fee of \$29; (iii) a balance greater than \$500, a Late Payment Fee of \$39

Overlimit Fee: If your New Balance exceeds your Credit Line on the Closing Date of the Billing Cycle, we will apply an Overlimit Fee of \$29 to your Account.

Returned Check Fee: If any check, ACH transaction, or money order received in payment of your Account is returned to us unpaid for any reason, we will apply a Returned Check Fee of \$29 to your Account. If we return unpaid any Convenience Check (including and Promotional Check), or Balance Transfer Check we will apply a Returned Check Fee of \$29 to your Account.

Documentation Fee: You may request a copy of a statement previously sent to you for a Documentation Fee of \$5 per statement, which will be added to your Account. Copies of sales tickets or other items posted to your Account, and all other correspondence, may be obtained for a Documentation Fee of \$5 per sales ticket or other item, or item of correspondence, which will be added to your Account. Notwithstanding the foregoing, we will not impose any fee in connection with a good faith assertion of a billing error or other exercise of your Billing Rights (see below under “Your Billing Rights – Keep This Notice For Future Use”).

International Transaction Fee: The Bank will charge a fee of 3% of the total amount for all international and cross U.S. borders transactions (including transactions made in U.S. Dollars).

Lost Cards and Unauthorized Use

If your Card is lost or stolen or used without your consent, you may be liable for the unauthorized use of your Card, but you will not be liable for unauthorized use that occurs after you notify us orally or in writing of the loss, theft or possible unauthorized use at: Security Department, Card Services, P.O. Box 84050, Columbus, GA 31908-4050, 1-800-543-8227, or 706-644-0012 outside the U.S. In any case, your liability will not exceed \$50.

YOUR BILLING RIGHTS – **KEEP THIS NOTICE FOR FUTURE USE**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, please write to us at Dispute Resolution Office, Card Services, P.O. Box 84050, Columbus, GA 31908-4050. Write to us as soon as possible. We must hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, provide us with the following information:

- Your name and Account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error.

If you need more information, describe the item you are not sure about. If you have authorized us to pay your Account bill automatically from your checking account, you can stop the payment on any amount you think is in error. To stop payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question or report you as delinquent. We can continue to bill you for the amount you question, including **FINANCE CHARGES**, and we can apply any unpaid amount against your Credit Line. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any **FINANCE CHARGES** related to any questioned amount. If we did not make a mistake, you may have to pay **FINANCE CHARGES**, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to.

We must tell anyone we report you to that the matter has been settled between us when it is resolved.

If we do not follow these rules, we cannot collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant,

you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right: (1) you must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and (2) the purchase price must have been more than \$50. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

OUR RIGHTS AND HOW THEY AFFECT YOU

Telephone Monitoring

From time to time, we may monitor telephone calls regarding your Account with us to assure the quality of our service.

Refunds

If a seller agrees to give a refund, you will accept 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 Dispute Resolution Office, 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, 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, or the collection of amounts owing on the Account. 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. We can furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information.

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 Card Services, P.O. Box 84050, Columbus, GA 31908-4050.

Collection and Default

Unless prohibited by applicable law, your Account is considered to be in default if (1) you do not make at least the Minimum Payment on or before the Payment Due Date, (2) you try to exceed or do exceed your Credit Line without permission, (3) you become subject to bankruptcy or insolvency proceedings, (4) you become subject to attachment or garnishment proceedings, (5) you give us any false information or signature, (6) you die, or (7) you fail to comply with any portion of this Agreement. Our accepting a late or partial payment does not waive the default. 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 of your Account to the extent permitted by the state in which you live.

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 mail written notice of such a change to you then in the manner required 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 person will not be considered unauthorized use. See "Lost Cards and Unauthorized Use" 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.

Transactions

You will retain for statement verification your copy of each purchase slip, Cash Advance or other transaction to your Account.

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 charges until they are paid in full.

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. Transactions 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.

Change of Address, Employment and Telephone

We will send all written notices and statements to your address 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, place of employment, or telephone number.

Severability

In the event that any provision of this Agreement is determined to be invalid or unenforceable for any reason, 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.

The card issuer:
Columbus Bank and Trust Company
1125 First Avenue • P.O. Box 120
Columbus, Georgia 31902

Summary of Terms

Interest Rate and Interest Charges					
	Visa or MasterCard Platinum	Cash Rewards Visa Platinum	Purchase Perks Visa Platinum	Private Client Visa or MasterCard Platinum*	Private Client Purchase Perks Visa Platinum*
Annual Percentage Rate (APR) for Purchases	Prime Rate plus Margin of 3.90%, 5.90%, 7.90%, or 9.90%. **	Prime Rate plus Margin of 5.99%, 6.99%, 8.99%, or 9.99%. **	Prime Rate plus Margin of 3.99%, 5.99%, 7.99%, or 9.99%. **	Prime Rate plus Margin of 1.00%. **	Prime Rate plus Margin of 1.00%. **
APR for Balance Transfers	Prime Rate plus Margin of 3.90%, 5.90%, 7.90%, or 9.90%. **	Prime Rate plus Margin of 5.99%, 6.99%, 8.99%, or 9.99%. **	Prime Rate plus Margin of 3.99%, 5.99%, 7.99%, or 9.99%. **	Prime Rate plus Margin of 1.00%. **	Prime Rate plus Margin of 1.00%. **
APR for Cash Advances	Prime Rate plus Margin of 14.99%. **	Prime Rate plus Margin of 14.99%. **	Prime Rate plus Margin of 14.99%. **	Prime Rate plus Margin of 3.99%. **	Prime Rate plus Margin of 3.99%. **

	(except on overdraft protection and promotional check transactions)	(except on overdraft protection and promotional check transactions)	(except on overdraft protection and promotional check transactions)	(except on overdraft protection and promotional check transactions)	(except on overdraft protection and promotional check transactions)
	Prime Rate plus Margin of 3.90%, 5.90%, 7.90%, or 9.90%,** on overdraft protection and promotional check transactions.	Prime Rate plus Margin of 5.99%, 6.99%, 8.99%, or 9.99%,** on overdraft protection and promotional check transactions.	Prime Rate plus Margin of 3.99%, 5.99%, 7.99%, or 9.99%,** on overdraft protection and promotional check transactions.	Prime Rate plus Margin of 1.00%,** on overdraft protection and promotional check transactions.	Prime Rate plus Margin of 1.00%,** on overdraft protection and promotional check transactions.
Penalty APR and When it Applies	23.90% *** This APR may be applied to your account if you: Make a late payment Make a payment that is returned. How long will the Penalty APR apply? If your APRs are increased for any of these reasons, the Penalty APR may apply indefinitely.				
Paying Interest	Your due date is at least 20 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.				
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00				

Fees					
Annual Fee	None	None	None , for first twelve months. After that, \$50 if you choose Purchase Perks Premier Level rewards, or \$12 , if you choose Purchase Perks Level rewards	None	None , for first twelve months. After that, \$50 if you choose Purchase Perks Premier Level rewards, or \$12 , if you choose Purchase Perks Level rewards

Transaction Fees <ul style="list-style-type: none"> • Cash Advance • Foreign Transaction 	Either \$5 or 3% of the amount of each cash advance (except overdraft protection transactions), whichever is greater; Either \$3 or 3% of the amount of each overdraft protection transaction, whichever is greater (maximum fee \$29) 3% of each transaction
Penalty Fees <ul style="list-style-type: none"> • Late Payment • Overlimit • Returned Payment 	\$15 if statement balance is less than or equal to \$100 \$29 if statement balance is from \$100.01 up to \$500 \$39 if statement balance is greater than \$500 \$29 \$29

How We Will Calculate Your Balance: We use a method called “average daily balance (including new purchases)”. We figure the interest charge on accounts by applying the monthly periodic rate to each average daily balance of the account. To get the average daily balance for each transaction type, we take the beginning balance of your account each day for that transaction type, including unpaid interest charges and applicable fees, add any new transactions of that transaction type as of the date of the transaction, add applicable fees as of the date of posting of the transactions to which the fees relate, and subtract the applicable portion of any payments and credits as of the date of posting. This gives us the daily balance. Then we add all these daily balances for the Billing Cycle for that transaction type together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance for that transaction type. The Cash Advance Transaction Fee on Cash Advances, Overdraft Protection transactions and Promotional Check Transactions, and the Balance Transfer Transaction Fee (if applicable to your Account) on any Balance Transfers, are all included in the Average Daily Balance of Cash Advances. Overdraft Protection transactions are included in your Average Daily Balance of Balance Transfers, for Billing Cycles subsequent to the Billing Cycle in which the Overdraft Protection transaction is first posted to your account, and Promotional Check transactions are included in your Average Daily Balance of Balance Transfers after the special reduced Monthly Periodic Rate for the Promotional Check transaction is no longer in effect. See the account agreement for more details.

* The Private Client Visa or MasterCard Platinum and the Private Client Purchase Perks Visa Platinum credit cards are only available for qualified Private Client members and are not available at all locations.

** These APRs will vary with the market based on the Prime Rate. For APRs shown here as having more than one possible Margin, the regular variable APRs for Purchases, Balance Transfers, and Cash Advances are based on your creditworthiness, as determined by our evaluation of the application and credit information at the time you apply. Monthly Periodic Rates: For any Billing Cycle, the regular variable Monthly Periodic Rates for Purchases, Balance Transfers, and Cash Advances, to which the APRs shown here correspond, will be equal to 1/12 of the total of (i) the “Prime Rate” (as defined below) and (ii) the applicable Margin. The “Prime Rate” will be the highest Prime Rate published in the “Money Rates” section of *The Wall Street Journal* on either (A) the first 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), or (B) 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), whichever produces the higher Prime Rate. If the Prime Rate increases, the regular Monthly Periodic Rates and corresponding APRs under the above formula may increase. As a result, the Interest Charges, the Minimum Payment, and the number of payments may also increase. The frequency with which these variable Monthly Periodic Rates and corresponding APRs may increase, is monthly. An increase will take effect on the first day of the Billing Cycle.

*** The Penalty Monthly Periodic Rate is 1.9917% (corresponding **APR 23.90%**).