Cardholder Agreement

The card issuer:

Synovus Bank
1125 First Avenue • P.O. Box 120
Columbus, Georgia 31902

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. 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 mailed the account opening disclosures; until we have sent 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.

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 Synovus Bank, 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.
- *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.
- *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.

Definitions (continued)

- *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.
- *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:* If applicable to your Account, these are Special Advances 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 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, after which we apply a Regular Monthly Periodic Rate and corresponding Annual Percentage Rate as specified in the promotional check offer. However, 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.
- *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.
- *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.

Purchases, Cash Advances or Balance Transfers (continued)
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 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 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) a specified dollar amount (shown in the accompanying Summary of Terms), or (ii) the total, rounded up to the next dollar, of (A) a specified percentage (shown in the accompanying Summary of Terms) of your New Balance, plus (B) Transaction Fees, such as Transaction Fees imposed for Cash Advances (including any Promotional Check or Overdraft Protection Transactions), Foreign Transactions, and where applicable, Balance Transfers, plus (C) any Penalty fees such as Late Payment Fees, and Returned Payment Fees. If your New Balance is less than the specified dollar amount shown in the accompanying Summary of Terms, the Minimum Payment is your entire New Balance. If you elect not to pay

Minimum Payment (continued)
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 25 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. (To comply with federal credit card rules, 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 a grace period at the end of the previous Billing Cycle, determined in accordance with those rules.)

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 will be credited as of the date received, if the payment is received by 5 p.m. local time at the remittance address shown on your statement, or is made in person at any Synovus Bank prior to its close of business or is received by 5 p.m. Eastern Time by online payment at our website listed on your statement, or is received by 5 p.m. Eastern Time by telephone payment at our customer service telephone number listed on your statement; payments received after 5 p.m. local time on any day at the remittance address shown on your statement, or received after 5 p.m. Eastern Time on any day by such online payment, or by such telephone payment, will be credited as of the next day. Any other payments may be subject to a delay in crediting of up to 5 days after the date of receipt. If we fail to credit payments in accordance with the foregoing provisions, your Account will not be subject to finance or other charges attributable to our failure to credit payments in accordance with the foregoing provisions, and if any such finance or other charges are imposed, we will adjust your account so that the charges imposed are credited to your account during the next Billing Cycle.

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 Finance Charge, imposed (i) on each Cash Advance transaction posted during a Billing Cycle, in an amount determined as provided in the accompanying Summary of Terms, and (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, and (iii) 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), 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) and your Average Daily Balance of Overdraft Advances (including new Overdraft Advances); and (3) a Balance Transfer Transaction Fee Finance Charge (if applicable to your Account), imposed on each Balance Transfer posted during a Billing Cycle, in an amount determined as provided in the accompanying Summary of Terms. In addition, there will be added a

How Interest Charges and Other Finance Charges Are Determined (continued)
Foreign Transaction Fee Finance Charge of 3% of the total amount for all international and cross U.S. borders transactions (including transactions made in U.S. Dollars) posted during a Billing Cycle. Finance Charges, when calculated, will be rounded up to the next cent.

Paying Interest
When Interest Charges Begin to Accrue: Subject to any time period within which to pay to avoid paying interest on Purchases, Interest 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. No Interest 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. Interest Charges on Cash Advances, Special Advances (consisting of Overdraft Protection transactions, or Promotional Check transactions) and Balance Transfers, will be imposed at the applicable Monthly Periodic Rates from the date each Cash Advance, Overdraft Protection transaction, Promotional Check transaction or Balance Transfer is made 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 Interest Charges on Cash Advances, Overdraft Protection transactions, Promotional Check transactions or Balance Transfers.
How to Avoid Paying Interest on Purchases: Your due date will be at least 25-days after the close of each Billing Cycle. We will not charge you any interest on Purchases if you pay your entire New Balance by the due date each month.

Calculating the Balance Subject to Interest Rate
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 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 and Promotional Check transactions, and the Balance Transfer Transaction Fee (if applicable to your Account) on any Balance Transfers, as of the date of posting of each Cash Advance, Overdraft Protection transaction, 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 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 posting. (However, we subtract the applicable portion of any payments you paid by the 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 get 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 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

Average Daily Balance of Balance Transfers (continued)
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 we offer you, 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 that the Cash Advance Transaction Fee for Promotional Check 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 date posted to your Account, 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) except 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 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.) 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 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:

Purchases and Balance Transfers and Special Advances: 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 your Average Daily Balance of Overdraft Advances and each Average Daily Balance of Special Advances (for any Promotional Check balances which, in the Promotional Check offer, we specify will have the same Regular Annual Percentage Rate as Balance Transfers following the promotional period) 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

Purchases and Balance Transfers and Special Advances (continued)
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 Average Daily Balance of Purchases, your Average Daily Balance of Balance Transfers, your Average Daily Balance of Overdraft Advances and each Average Daily Balance of Special Advances (for any Promotional Check balances which, in the Promotional Check offer, we specify will have the same Regular Annual Percentage Rate as Balance Transfers following the promotional period) 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 the Average Daily Balance of Overdraft Advances and to each Average Daily Balance of Special Advances (for any Promotional Check balances which, in the Promotional Check offer, we specify will have the same Regular Annual Percentage Rate as Balance Transfers following the promotional period), 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 Average Daily Balance of Purchases and your entire Average Daily Balance of Balance Transfers and your entire Average Daily Balance of Overdraft Advances and each entire Average Daily Balance of Special Advances (for any Promotional Check balances which, in the Promotional Check offer, we specify will have the same Regular Annual Percentage Rate as Balance Transfers following the promotional period), including both existing balances and new transactions, and determined as described above. (The Regular Monthly Periodic Rate and corresponding Annual Percentage Rate applicable to each Average Daily Balance of Special Advances for any Promotional Check balances which, in the Promotional Check offer, we specify will have the same Regular Annual Percentage Rate as Cash Advances following the promotional period, will be determined as provided below under "Cash Advances". The Regular Monthly Periodic Rate and corresponding Annual Percentage Rate applicable to any Average Daily Balance of Special Advances for any Promotional Check balances which, in the Promotional Check 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, will be determined as described in the Promotional Check offer.).

Cash Advances: The Regular Monthly Periodic Rate and corresponding Annual Percentage Rate applicable to your Average Daily Balance of Cash Advances is specified in the accompanying Summary of Terms or Card Carrier. 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 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. 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 Average Daily Balance of Cash Advances, including both existing balances and new transactions, and determined as described above.

Employee Preferential Rates: If your Summary of Terms and/or Card Carrier disclose information regarding Loss of Employee Preferential APRs, this means that your Regular Monthly Periodic Rates and corresponding APRs are preferential rates extended to you because you are an employee, officer or director of Synovus Bank or one of its affiliated companies or of Total System Services, Inc. or one of its affiliated companies. If that

Employee Preferential Rates (continued)
relationship ceases for any reason, we may increase your Regular Monthly Periodic Rates and corresponding Annual Percentage Rates to the higher rates as disclosed in your Summary of Terms and/or Card Carrier. Such a change would require at least 45 days advance notice, and in any event would not become effective until at least 12 months after the opening of your Account, and when effective would apply the increased Monthly Periodic Rates and corresponding APRs to transactions made on or after the effective date of such increase. The employee preferential Monthly Periodic Rates and corresponding APRs then in effect would continue to apply to transactions made prior to that date. We may keep the increased Monthly Periodic Rates and corresponding APRs in effect indefinitely.

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 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 of up to $35. However, the fee will never be greater than the Minimum Payment Due.
Returned Payment Fee: If a payment (including any check, ACH transaction, or money order) received in payment of your Account is returned to us unpaid for any reason, you may be charged a Returned Payment Fee of up to $25, but the fee will never be greater than the Minimum Payment Due. If we return unpaid any Convenience Check (including any Promotional Check), or Balance Transfer Check you may be charged a Returned Payment Fee up to $25, but the fee will never be greater than the Amount of the check we return.
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 Document For Future Use").
Annual Fee: If applicable to your account, an annual fee will apply as shown in the accompanying 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.)
Lost Cards and Unauthorized Use
If you notice the loss or theft of your credit card or a possible unauthorized use of your card, you should write to us immediately at: Security Department, Card Services, P.O. Box 84050, Columbus, GA 31908-4050, or call us at 1-800-543-8227, or 706-644-0012 outside the U.S. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed $50.

YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.
What to Do If You Find a Mistake On Your Statement
If you think there is an error on your statement, write to us at

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

In your letter, give us the following information:
• *Account Information:* Your name and account number.
• *Dollar amount:* The dollar amount of the suspected error.

What to Do If You Find a Mistake On Your Statement (continued)

• *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

• Within 60 days after the error appeared on your statement.

• At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

• We cannot try to collect the amount in question, or report you as delinquent on that amount.

• The charge in question may remain on your statement, and we may continue to charge you interest on that amount.

• While you do not have to pay the amount in question, you are responsible for the remainder of your balance.

• We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

• *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

• *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address; and the purchase price must have been more than $50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)

Your Rights If You Are Dissatisfied With Your Credit Card Purchases (continued)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at:

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

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

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 Synovus Bank, 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. 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 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/MasterCard 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/MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa/MasterCard itself receives, or (ii) the government-mandated rate in effect for the applicable central

Foreign Currency Conversion (continued)
processing date. The conversion rate Visa/MasterCard 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/MasterCard 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.

Servicing the Account
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. 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. You authorize those contacts to be made using an automated telephone dialing system and/or prerecorded messages and/or text messages. You authorize us 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 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 to send U.S. postal mail to the addresses you provide to us on your credit application or otherwise. We can also contact other persons you have listed on your credit application to find out information about you and how to contact you in the event we are unsuccessful in contacting you as described above. You also authorize us to send you emails to any address where we can reasonably believe we can contact you.

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 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:
Synovus Bank
1125 First Avenue • P.O. Box 120
Columbus, Georgia 31902

Summary of Terms **For Personal Credit Cards** **Issued by Synovus Bank** **As of 9/30/14**	**Visa® Platinum and Platinum MasterCard® and Cash Rewards Visa® Platinum**	**Purchase Perks Visa® Platinum**	**Private Client Visa® Platinum* and Platinum MasterCard®***	**Private Client Purchase Perks Visa® Platinum**	**Synovus/TSYS Team Member Visa® Platinum and Platinum MasterCard® and Cash Rewards Visa® Platinum**	**Synovus/TSYS Team Member Purchase Perks Visa® Platinum**
Interest Rates & Interest Charges						
Annual Percentage Rate (APR) for Purchases	**Prime Rate plus Margin of 3.99%, 6.99%, 8.99%, 12.99%, 15.99% or 17.99%****	**Prime Rate plus Margin of 3.99%, 6.99%, 8.99%, 12.99%, 15.99% or 17.99%****	**Prime Rate plus Margin of 1.00%****	**Prime Rate plus Margin of 1.00%****	**Prime Rate plus Margin of 2.00%, or Margin of 5.99% after Loss of Employee Preferential APRs****	**Prime Rate plus Margin of 2.00%, or Margin of 5.99% after Loss of Employee Preferential APRs****
APR for Balance Transfers and Overdraft Protection Transactions	**Prime Rate plus Margin of 3.99%, 6.99%, 8.99%, 12.99%, 15.99% or 17.99%****	**Prime Rate plus Margin of 3.99%, 6.99%, 8.99%, 12.99%, 15.99% or 17.99%****	**Prime Rate plus Margin of 1.00%****	**Prime Rate plus Margin of 1.00%****	**Prime Rate plus Margin of 2.00%, or Margin of 5.99% after Loss of Employee Preferential APRs****	**Prime Rate plus Margin of 2.00%, or Margin of 5.99% after Loss of Employee Preferential APRs****
APR for Cash Advances	**Prime Rate plus Margin of 20.99%.**** (except on overdraft protection transactions).	**Prime Rate plus Margin of 20.99%.**** (except on overdraft protection transactions).	**Prime Rate plus Margin of 7.99%.**** (except on overdraft protection transactions).	**Prime Rate plus Margin of 7.99%.**** (except on overdraft protection transactions).	**Prime Rate plus Margin of 7.99%, or Margin of 16.99% after Loss of Employee Preferential APRs**** (except on overdraft protection transactions)	**Prime Rate plus Margin of 7.99%, or Margin of 16.99% after Loss of Employee Preferential APRs**** (except on overdraft protection transactions)
Paying Interest	Your due date is at least 25 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	None	None	None	None	None	None
Fees						
Annual Fee	**None**	**None,** for first twelve (12) months. After that, **$50** if you choose Purchase Perks Premier Level rewards; or **$12**, if you choose Purchase Perks rewards.	**None**	**None,** for first twelve (12) months. After that, **$50** if you choose Purchase Perks Premier Level rewards; or **$12**, if you choose Purchase Perks rewards.	**None**	**None,** for first twelve (12) months. After that, **$50** if you choose Purchase Perks Premier Level rewards; or **$12**, if you choose Purchase Perks rewards.
Transaction Fees (All Cards)						
Cash Advance	Either $10 or 4% of the amount of the cash advance, whichever is greater (except on overdraft protection transactions) Either $15 or the amount of the overdraft protection transaction, whichever is less, on each overdraft protection transaction.					
Foreign Transaction	3% of each transaction					
Penalty Fees						
Late Payment	Up to $35	Up to $35	Up to $35	Up to $35	Up to $35	Up to $35
Returned Payment	Up to $25	Up to $25	Up to $25	Up to $25	Up to $25	Up to $25

(continued on Page 15)

Summary of Terms For Personal Credit Cards Issued by Synovus Bank As of 9/30/14

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)". 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 (except on the Synovus/TSYS Team Members cards), the regular variable APRs for Purchases, Balance Transfers, Overdraft Protection Transactions and other Cash Advances are based on your creditworthiness and other factors, 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, Overdraft Protection Transactions and other 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 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). Under this formula, the variable Monthly Periodic Rates and corresponding APRs may increase each month, effective as of the first day of your Billing Cycle. For Synovus/TSYS Team Member Cards which refer to Loss of Employee Preferential APRs, the lower Regular Monthly Periodic Rates and corresponding APRs shown here are preferential rates extended to your because you are an employee, officer or director of Synovus Bank or of one of it's affiliated companies or of Total System Services, Inc. or of one of its affiliated companies. If that relationship ceases for any reason, we may increase your Regular Monthly Periodic Rates and corresponding Annual Percentage Rates to the higher rates shown here.