Visa® Credit Card Agreement

This document, together with the "Account Summary Table" on the card carrier sent with each new card, form the "Agreement" that governs the credit card account established for you by Regions Bank ("Account") and each Visa credit card issued to access the Account (a "Card"). In this Agreement, "we," "us" and "our" mean Regions Bank, and "you" and "your" mean each person who applied for or otherwise agreed to be responsible for the Account. If we use a capitalized term in this Agreement but we do not define that term, the term refers to the corresponding term used in your billing statement. Please read and keep these documents for your records. By keeping, using or permitting others to use the Account or any Card, you accept the terms of this Agreement.

Important Terms of Your Account

Term	What It Means To You	Our Rights and Responsibilities
Credit Limits	We will give you a credit limit for your Account. We also may give you different limits for different types of transactions. For example, we may tell you that you can only use part of your credit limit for Cash Advances. We will tell you the initial credit limits for your Account on the card carrier. You agree not to attempt any transaction that would cause any outstanding balance on your Account to exceed the credit limit for that balance. If any balance on your Account goes over the credit limit for any reason, you must pay the amount that is over the limit right away.	Your billing statements also will show your credit limits and available credit. We may change your credit limits at any time, subject to any requirements or restrictions of applicable law." This Agreement applies to all transactions and balances on your Account, including any transaction that would cause any outstanding balance on your Account to exceed any of your credit limits.
Default	You will be in default under this Agreement if: • You fail to make any payment required by this Agreement, • You fail to make any payment required by any other agreement you may have with Regions, or • You fail to keep any of your obligations under this Agreement or other agreement you may have with Regions.	If you are in default, in addition to our other rights under this Agreement and subject to applicable law, we can require immediate payment of the total outstanding balance owed on your Account. Unless prohibited by applicable law, we can also require you to pay our collection costs, attorneys' fees, court costs and all other expenses we incur to enforce our rights under this Agreement, as described more fully below in the "Collections" section.
Changing Terms	We may change the terms of this Agreement (including interest rates, fees and other charges) at any time. These changes may include adding or deleting terms. If you have the right to reject any change, and if you reject the change in the manner provided in our notice of the change, we may terminate your right to receive additional credit under this Agreement and may ask you to return all Cards, Access Checks and other credit devices as a condition of your rejection. In addition to our right to change the terms of this Agreement, we also may replace your Card with another Card at any time.	We may change these terms based on changes to your risk profile, such as changes to your payment patterns, transaction patterns, balance patterns, and utilization levels of this and other accounts, credit bureau information (including the age, history and type of other accounts), and relationships between each and all of these measures of risk. We may also change terms for reasons not related to your individual credit history, such as overall economic and market trends, changes in applicable law, product design, and business needs. If we plan to change this Agreement, we will comply with the notice requirements and any other restrictions of applicable law that are in effect at that time.

Using Your Account

You may use your Account for the types of transactions described below. You may not use a Balance Transfer, Access Check or any other Cash Advance to make a payment on this or any other account with us or our affiliates. You may not use or permit your Account to be used for any illegal transaction. You may use your Account only for transactions that are legal where you conduct them. We may charge your Account for any illegal transactions, and we will not be liable if you engage in an illegal transaction. We may deny authorization of any transactions identified as Internet gambling. You may not use your Account to conduct transactions in any country or territory, or with any individual or entity that is subject to economic sanctions administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets control ("OFAC"). Use of your Card in those countries will be blocked.

Transaction	What It Means To You	Our Rights and Responsibilities
Purchases	You may use your Account to buy or lease goods or services.	All Transaction Fees and adjustments associated with Purchases, as well as any Late Fees, Annual Fees and other fees listed in the "Account Fees and Charges" section below, will be treated as Purchases under this Agreement.

Balance Transfers	You may request us to make an advance from your Account to pay a balance you owe to another creditor. From time to time, we may offer you the option to use a special Access Check to make a Balance Transfer. Except for any such special offer, Balance Transfers do not include balances you pay using an Access Check.	We permit Balance Transfers from most non-Regions credit card accounts. We do not permit Balance Transfers from other Regions loans or accounts. All Transaction Fees and adjustments associated with Balance Transfers will be treated as Balance Transfers under this Agreement.
Cash Advances	You may obtain cash or other advances in any of the following ways: • From us, another financial institution, a non-financial financial institution, or automated teller machine that accepts your Card. • By using a check we may provide to you to access your Account (an "Access Check"), as described more fully below in the "Access Check Transactions" section. • By purchasing items that can be traded right away for cash, such as wire transfers, money orders, traveler's checks, lottery tickets or casino chips. • By getting an advance deposited to a Regions checking account if you are enrolled in an overdraft protection program under a separate agreement with us (an "Overdraft Advance"). • By placing bets or wagers (if legal) or to make tax or other similar payments.	All Transaction Fees and adjustments associated with Cash Advances will be treated as Cash Advances under this Agreement.
Access Check Transactions	Each Access Check must: • Be fully completed and signed by the person whose name is printed on the Access Check, • Not be for an amount that would cause your Account to go over any of your credit limits, • Not be used if you are in default under this Agreement, if we suspended or closed your Account, or if we told you not to use the Account, Card or Access Checks for any reason, and • Not be postdated or stale. This means the date you put on the check cannot be a date which is either (1) later than the date we get it, (2) more than six months before the date we get it, or (3) after any expiration date provided for that Access Check. If we return an Access Check because it does not meet any of these requirements, we may charge the Returned Check Fee described below in the "Account Fees and Charges" section. If we pay the Access Check anyway, you still have to pay us the amount of that Check and any applicable interest or fees. Unless required by applicable law, we have do not have to pay any Access Check.	Your billing statement will show the amount of each Access Check we paid. We will not return Access Checks to you, but you may ask us for copies of paid Access Checks. For each copy we provide, we may charge you the Document Fee described below in the "Account Fees and Charges" section. You may ask us to stop payment on an Access Check or to cancel a stop payment request by calling us at 1- 800-253-2265. When you make this request, you must provide us with the Access Check number, dollar amount, and payee exactly as they appear on the Access Check. Stop payment requests on an Access Check are effective for six months from the day that we place the stop payment. We need at least two (2) business days to be able to stop payment. We will not be liable to you or anyone else if we stop (or do not stop) payment [or cancel (or do not cancel) a stop payment request] on an Access Check. If you request us to stop payment, we may charge the Stop Payment Fee described below in the "Account Fees and Charges" section, whether or not we actually stop payment.
Promotional Transactions	We may offer a limited time introductory or promotional interest rate on certain Purchases, Balance Transfers, or Cash Advances that are lower than the standard rates for those types of transactions ("Promotional APRs") and/or limited time introductory or promotional transaction fees ("Promotional Fees") that may be higher or lower than the standard fees provided below in the "Fees and Charges" section.	We will explain the terms and conditions of any promotion when making the offer. Except as we tell you in a promotional offer, the rest of this Agreement will apply to transactions at the Promotional APR or with the Promotional Fee. Subject to any requirements of applicable law, we may terminate any Promotional APR if we do not receive any required payment on your Account by the Payment Due Date.
Automatic Transactions	You may authorize others to make automatic and recurring transactions to your Account. If your Account is closed or suspended, you will need to contact anyone you are paying through automatic transactions.	If we issue a new credit card with a different number or expiration date to you, we may (but are not obligated to) provide your new card number and expiration date to a merchant with whom you have set up a recurring preauthorized transaction in order to continue your recurring preauthorized transactions. There will be circumstances where you will have to contact the merchant.

Foreign Transactions	For any transaction that is (1) made in a foreign currency or (2) processed outside of the United States, you may be charged the Foreign Transaction Fee shown in the Account Summary Table, even if made in U.S. dollars (a "Foreign Transaction"). Foreign transactions include, for example, online purchases from foreign merchants and Cash Advances obtained from an ATM or financial institution in another country.	If you make a transaction in a foreign currency, the transaction will be converted by Visa International into a U.S. dollar amount in accordance with the operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, those regulations and procedures provide that the currency conversion rate to be used is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.
Authorizing Transactions / Suspending and Closing your Account	We may limit the number or dollar amount of transactions on your Account. We are not obligated to authorize or honor any transaction, even if you have credit available. A merchant does not have to accept your Card, Checks or Account. We will not be liable to you or anyone else if (1) we do not authorize a transaction or we decline to pay an Access Check, regardless of the reason, or (2) a merchant will not accept your Card, Checks or Account. Also, we will not be liable to you or anyone else for goods or services you bought or leased using your Account, or if your Card is retained by us, any other financial institution, or any merchant. You may close your Account by notifying us in writing at the address shown on your statement or by telephone at 1- 800-253-2265. After your Account is closed, whether by you or us, you no longer may make transactions on your Account, but your obligations under this Agreement will continue until we receive full payment of all amounts owed under this Agreement.	We may suspend or close your Account or otherwise terminate your right to use your Account. We may do this at any time, for any reason and, unless required by law, without first notifying you. Your obligations under this Agreement continue even after we have done this. Upon our request, you must destroy all Cards, Access Checks or other credit devices on the Account. After your Account is closed, you must contact anyone authorized to charge transactions to your Account, such as internet service providers, health clubs or insurance companies. These transactions may continue to be charged to your Account until you change the billing. Also, if we believe you have authorized a transaction or are attempting to use your Account after you have requested to close the Account, we may allow the transaction to be charged to your Account.

Your Payment Obligations

You promise to pay us for all transactions on your Account, including those by anyone whom you allow to use the Account. You also promise to pay any interest, fees and other amounts you owe us under this Agreement. We will send you billing statements that show the amount you owe, the minimum amount you must pay for a particular billing cycle, and the date on which that required payment is due.

Term	What It Means To You	Our Rights and Responsibilities
How and Where to Make Payments	Your payments must conform to the requirements provided in this Agreement and each billing statement. The requirements on the statement may vary without prior notice. All payments must be made in U.S. dollars, and drawn on a financial institution located in the United States. You should mail your check or money order, with the payment coupon from each statement, to the address shown on the payment coupon. You may not use a postdated check to make a payment. If you postdate a payment check, we may cash it upon receipt or return it to the person who sent it, in either case without waiting for the date shown on the check. We are not liable to you for any loss or expense you incur that arises out of any action we may take. Any payments marked "paid in full" must be mailed to the address for disputed payments shown on the back of your billing statement, and not to the general payment address shown on the payment coupon included with your statement. Except as required by law, no payment, including those marked with "paid in full" or with any other restrictive words, shall operate as an accord and satisfaction without the prior written approval of one of our senior	Payments mailed to the address on the payment coupon: • We will credit each payment as of the date it is received if (1) the payment is received by 5 p.m. local time at this address, and (2) the payment meets the requirements of this Agreement. • Payments received after 5 p.m. local time at this address on any day (including the Payment Due Date), but that otherwise meet the requirements of this Agreement, will be credited as of our next business day. • Credit for any other payments may be delayed up to five (5) days. Other payments: • If we let you pay at a bank branch, we will credit the payment as of the day we receive it. • If we let you pay online or by phone, we will tell you how to pay and when your payment will be credited. We may delay increasing your available credit for up to 10 days after you make a payment. We can accept late payments, partial payments, or payments with any restrictive writing without losing any of our rights under this Agreement.

	officers	
Minimum Payment Due	**You may pay your total outstanding balance at any time without penalty.** Each billing cycle, you must pay at least the total Minimum Payment Due shown on your monthly statement by its Payment Due Date. For each billing cycle, the total Minimum Payment Due will be: • One percent (1%) of your total New Balance (excluding any new interest charges and Late Fee); • Any new interest charges; • Any new Late Fee; and • The greater of any past due amount or any amount by which the total outstanding balance on your Account exceeds the credit limit for your Account. The total Minimum Payment Due generally will never be less than $15. However, if your total New Balance is less than $15, the total Minimum Payment Due will be your total New Balance. Payments made in any billing cycle that are greater than the total Minimum Payment Due will not affect your obligation to make the total Minimum Payment Due for the next billing cycle.	We round the payment amount to the nearest penny. If a payment is credited to your Account but is returned unpaid in the later billing cycle, we will recalculate the Total Minimum Payment Due for the billing cycle in which the payment was originally credited. If you overpay or otherwise have a credit balance on your Account, we will not pay interest on the credit balance. We will refund any credit balance as required by law or earlier at your request, but you cannot obtain the credit balance through a Cash Advance or other use of your Card. We reserve the right to reject any payment if your Account has a credit balance as of the day we receive that payment. Generally, credits to your Account, such as those generated by merchants, are not treated as payments and will not reduce your Total Minimum Payment Due.
Grace Period on Paying Interest	A "Grace Period" is any period of time during a billing cycle when you will not accrue interest on certain transactions or balances. There is a Grace Period on all Purchases if you pay your entire balance by the Payment Due Date shown on each statement. Where required by applicable law, we will not charge interest on any portion of a Purchase balance that is repaid by the first specified Payment Due Date after each Purchase was made if you paid the total New Balance for the previous billing cycle by the specified due date. There is no Grace Period for Balance Transfers or Cash Advances.	Your Payment Due Date is at least 21 days after the closing date for each billing statement. Except as described above, if you do not pay your total New Balance by the Payment Due Date, we will start charging interest on each new Purchase on the later of (1) the date you make the Purchase, or (2) the first day of the billing cycle in which we add the Purchase to your Account. We will pay down your Purchase balance and other balances as described in the section below titled "Payment Allocation."
Payment Allocation	You may reduce the amount of interest you pay by making payments that are larger than the Total Minimum Payment Due. Because payment amounts in excess of your Total Minimum Payment Due will be applied first to higher APR balances, these balances will be paid off more quickly and you will pay less interest on them than if you paid only the Total Minimum Payment Due.	If your Account has balances with different APRs, we will allocate the amount of any payment that is less than or equal to the Total Minimum Payment Due to the lowest APR balances first. Payment amounts in excess of your Total Minimum Payment Due will be applied to balances with higher APRs before balances with lower APRs.

Account Fees and Charges

You agree to pay (1) the fees and charges listed below, and (2) the Transaction Fees shown in the Account Summary Table, subject to any limitation of applicable law. We will not charge the Cash Advance Transaction Fee on any Overdraft Advance.

Annual Fee: Your Account may be charged the amount (if any) shown in the Account Summary Table on the card carrier. If an Annual Fee applies to your Account, this fee will be charged to your Account when we issue the Card, and annually at the end of the month that includes the anniversary date of the opening of the Account. If applicable, it will be charged regardless of whether you use the Account, and is not refundable even if the Account is closed for any reason by either you or us.
Late Fee: You may be charged $25 if the Total Minimum Payment Due shown on your monthly statement is not received by us on or before its Payment Due Date. If a late fee was assessed any time in the prior six (6) billing cycles, then the amount of the late fee will be $35. The Late Fee will not exceed the Total Minimum Payment Due immediately prior to assessment of the fee. If your balance is less than $100 on the Payment Due Date, we will not assess a Late Fee.
Return Access Check Fee: You may be charged $25 if we return an Access Check unpaid for any reason, even if the Access Check is paid upon subsequent presentment. The Returned Access Check Fee will not exceed the dollar amount of the Access Check.
Copy Fee: You may be charged $5 for each copy of a monthly statement or sales draft, except that the six most recent monthly statements and one sales draft will be provided for free. We will not charge this fee if you reside in Delaware, Indiana, Kansas, Louisiana, Maryland, Pennsylvania, South Carolina, West Virginia or Wyoming. Regardless of where you reside, we will not charge for any statement or sales draft you request in good faith in connection with the resolution of any disputed billing matter.
Expedited Payment Fee: You may be charged $25 if you ask one of our representatives to expedite payment on your Account by debiting any deposit or other account you designate, and we honor your request.

Expedited Delivery Fee: You may be charged this Fee if you request and we agree to arrange for expedited delivery of any Card to you (for example, by an overnight delivery service). The amount of the Expedited Delivery Fee will depend on the type of delivery you choose to receive, and will be disclosed to you when you request expedited delivery. If you then confirm and we honor your request, we will charge the fee. We will not charge an Expedited Delivery Fee in Colorado, Delaware, Indiana, Kansas, Louisiana, Maryland, New York, Pennsylvania, South Carolina, West Virginia or Wyoming.
Stop Payment Fee: You may be charged $25 for each stop payment requested on an Access Check, whether or not we actually stop payment, subject to any restrictions of applicable law. We will not charge a Stop Payment Fee in Colorado, Delaware, Indiana, Kansas, Louisiana, Maryland, New York, Pennsylvania, South Carolina, West Virginia or Wyoming.
Collection Costs: If you are in default, unless prohibited by applicable law we can require you to pay our collection costs, attorneys' fees, court costs and all other expenses we incur to enforce our rights under this Agreement. These costs may include reasonable fees to attorneys who are not our paid employees. We will not charge you for our collection costs if you owe us $300 or less. We will not charge attorneys' fees that exceed 15% of the unpaid debt in Alabama, Colorado, Georgia, Kansas, Maine, Missouri, Montana, North Carolina, Oklahoma or South Carolina, 20% of the amount due in New York, or 25% of the unpaid debt in Louisiana. We will not charge attorneys' fees if the principal amount you owe us is less than $1,000 in Idaho or Wyoming. We will not charge collection costs other than attorneys' fees if you live in Colorado, Delaware, Idaho, Indiana, Kansas, Louisiana, Maine, Maryland, New York, North Carolina, Oklahoma, South Carolina or Wyoming. We will not charge you attorneys' fees, court costs or other collection costs incurred as a result of your default if you live in Pennsylvania, West Virginia or Wisconsin.

Interest Charges

The Daily Periodic Rates ("DPRs") and Annual Percentage Rates ("APRs") for your Account are shown on the Account Summary Table on the card carrier. We use the average daily balance method (including new transactions) to calculate the interest owed on your Account for each billing cycle:

- We first figure out the average daily balance for each type of transaction. By type of transaction, we mean Purchases, Cash Advances, Balance Transfers and any transactions subject to a promotional offer. If any portion of a Purchases balance received a Grace Period, that amount is not included in this calculation.
- To get the average daily balance for each type of transaction, we take the beginning balance for that transaction-type, which will include any unpaid balance on those transactions and any unpaid interest on those transactions.
- To the beginning balance, we add:
  * An amount equal to the applicable DPR multiplied by the previous day's closing daily balance, and
  * Any new transactions, applicable fees or other debits.

  Then we subtract any payments or credits. This gives us the daily balance. If any daily balance is less than zero we treat it as zero.
- Next, we add up all the daily balances for that transaction-type during the billing cycle, and then divide this total by the number of days in the billing cycle. This gives us the average daily balance. ***This method of calculating the average daily balance results in charging interest on unpaid interest (also known as compounding) and fees***.
- We multiply the average daily balance by the applicable DPR, and then we multiply the resulting amount by the number of days in the billing cycle to determine the amount of interest owed for that type of transaction.
- After calculating the amount of interest owed for each type of transaction, we add together these amounts to determine the total amount of interest owed on your Account for the billing cycle. If any interest charge is due, we will charge you at least the Minimum Interest Charge shown on the Account Summary Table.

We add transactions and fees to your daily balance (and they may begin accruing interest) no earlier than:

- For new Purchases – on its transaction date or the first day of the billing cycle, whichever is later.
- For new Balance Transfers and Cash Advances – the transaction date. For Access Checks and Balance Transfers made by check, the transaction date is the date the check is first deposited or cashed. For Balance Transfers made electronically, the transaction date is the date we transmit the Balance Transfer to your other creditor.
- For a Returned Payment – the date that the corresponding payment posted to your Account.
- Fees – either on the date of a related transaction, the date they are posted to your account, or the last day of the billing cycle, whichever we may choose.

Your Responsibility for the Account

These sections describe how certain conditions may or may not affect your responsibility for the Account.

Condition	What It Means To You	Our Rights and Responsibilities
Joint Account	If you have a joint Account, each of you may use the Account and we may ask any one of you to pay any balance due on the Account. We may send notice to any one of you, and it will be considered notice to all of you. Any one of you may give us any notice under this Agreement. If you give us different notices or make different requests, we may pick which one to honor without telling any of you. We will not owe anything to you or anyone else because we picked one of your notices or requests. We may send Account materials (Cards, statements and notices) to any of you, and you will be responsible for delivering those materials to the others and to any authorized users.	All persons who requested or otherwise agreed to be responsible for the Account, whether at the time of application or later, are individually and jointly responsible for the total outstanding balance on the Account. If you and one or more persons are responsible to pay any total outstanding balance, we may refuse to release any of you from liability until you repay the total outstanding balance owed to us under the terms of this Agreement.

Authorized Users	If you permit any person to use your Card, Access Checks, Account number, or other credit device with the authorization to obtain credit on your Account, you will be responsible for all transactions made by that person to the fullest extent permitted by law, including transactions for which you may not have intended to be liable, even if the amount of those transactions causes your credit limit to be exceeded. Authorized users may have the same access to information about the Account and its users as you have. You may allow authorized users on your Account in the following ways: • By notifying us that you want someone added to your Account as an authorized user; • By lending your Card or Account number to another; or • By any other ways in which you would be legally considered to have authorized another person to use your Account or be legally prevented from denying that you did so. You must think carefully before you allow anyone to become an authorized user. By doing so, you authorize the person to use your Account to the same extent you can, including but not limited to making any Purchases, Balance Transfers, Cash Advances, and allowing others to use your Account. Your Account does not permit you to limit the nature or amount of authority you give to any authorized user and you will not attempt to do so. An authorized user's authority will continue until you notify us that you are terminating the authority and you physically retrieve the Card. If you cannot retrieve the Card, you will remain liable for any transactions that we cannot prevent after you notify us.	At your request, we may issue a Card to an authorized user. If we terminate an authorized user's access to your Account, we may close your Account and open a new account with a different account number.
Unauthorized Transactions	If you notice the loss or theft of your Card or possible unauthorized use of your Account, you should write to us immediately at: Regions Bank, PO Box 413, Birmingham, Alabama, 35201, or call us at 1- 800-253-2265.	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.

Other Account Terms

Term	What It Means
Changes to Your Contact Info	You must notify us immediately of any change to your address or any of your other contact information by writing or calling us using the Customer Service address or phone number provided on each billing statement.
Credit Information	We may get and review your credit history from credit reporting agencies and others. We also may provide information about you and your account to credit reporting agencies and others. ***If you believe we have furnished inaccurate or incomplete information about you or your account to a credit reporting agency, write to us at: Regions Bank, Credit Reporting Agencies, 2050 Parkway Office Circle, Hoover, Alabama 35244. Please include your name, address, home phone number, and account number, and explain what you believe is inaccurate or incomplete.***
Telephone Calls	You consent to and authorize Regions Bank, any of its affiliates, and its marketing associates to monitor and/or record any of your telephone conversations with our representatives or the representatives of any of those companies. Where you have provided a cell phone number directly to us, or placed a cell phone call to us, you consent and agree to accept collection calls to your cell phone from us. For any telephone or cell phone calls we place to you, you consent and agree that those calls may be automatically dialed and/or use recorded messages.
Benefits and Rewards	You may be offered certain benefits and rewards with your Account. We may change, add, or delete benefits and rewards at any time and without notice to you. Any such benefits or rewards are not a part of this Agreement, but are subject to the terms and restrictions provided in the separate agreement for those benefits or rewards.
Enforcement	Our failure or delay in exercising any of our rights under this Agreement does not mean that we cannot exercise those rights later. For example, if we take no action when you go into default, we may exercise our rights later if you continue in default or again go into default. If any provision of this Agreement is found to be invalid, the remaining provisions will continue to be enforceable.

Arbitration	Either you or we may ask to settle disputes relating to this Agreement or your Account by arbitration. Arbitration is a way of working out disputes without going to court. If you or we ask for arbitration, we would all meet with a person called an arbitrator. An arbitrator is like a referee or a judge. The arbitrator will listen to what you and we have to say. The arbitrator will decide who is right. The arbitrator's decision is called an award. The party who wins the award can take it to any court that could have heard the dispute and get an official judgment. **The specific terms and conditions under which we may arbitrate a dispute are continued in the "Arbitration" section that appears after "Interest Charges" below. Please read the rest of this section carefully.**
Governing Law	This Agreement is made in Alabama and we extend credit to you from Alabama. This Agreement and your Account are governed by the laws of the State of Alabama (without regard to its conflict of laws principles) and by any applicable federal laws, regardless of where you reside or use the Account.
Assignment	At any time and without notice to you, we may assign your Account, any sums owed on your Account, this Agreement, or our rights or obligations under your Account or this Agreement to any person or entity. The person or entity to whom we make any such assignment will be entitled to all of the rights or obligations we have assigned

Arbitration

ARBITRATION AND WAIVER OF JURY TRIAL. **Except as expressly provided herein, you and we agree that either party may elect to resolve by BINDING ARBITRATION any controversy, claim, counterclaim, dispute or disagreement between you and us, whether asserted or brought in a direct, derivative, assignee, survivor, successor, beneficiary or personal capacity and whether arising before or after the effective date of this Agreement (any "Claim"). Claim has the broadest possible meaning and includes, but is not limited to, any controversy, claim, counterclaim, dispute or disagreement arising out of, in connection with or relating to any one or more of the following: (1) the interpretation, execution, administration, amendment or modification of this Agreement (including any Debt Cancellation Addendum to this Agreement); (2) your Account; (3) any charge or cost incurred pursuant to this Agreement; (4) any transaction involving your Account or this Agreement; (5) the collection of any amounts due under this Agreement or on your Account; (6) any alleged contract or tort arising out of or relating in any way to this Agreement, your Account, any transaction on your Account, any advertisement or solicitation, or your business, interaction or relationship with us; (7) any breach of any provision of this Agreement; (8) any statements or representations made to you with respect to this Agreement, your Account, any transaction on your Account, any advertisement or solicitation, or your business, interaction or relationship with us; (9) any property loss, damage or personal injury; (10) any claim, demand or request for compensation or damages from or against us; (11) any damages incurred on or about our premises or property; or (12) any of the foregoing arising out of, in connection with or relating to any agreement which relates to this Agreement, your Account, any credit, any charge, any transaction or your business, interaction or relationship with us, including without limitation any agreement regarding benefits or rewards provided in connection with this Agreement or your Account. If either party elects to arbitrate, the Claim shall be settled by BINDING ARBITRATION under the Federal Arbitration Act ("FAA").** This agreement to arbitrate shall include any Claim involving our current and former officers, directors, employees, agents, representatives, contractors, subcontractors, parent, subsidiaries, affiliates, successors, assigns, any third party that assigned any agreements to us and any of the respective current and former employees, officers, agents or directors of such affiliates or third parties, and any such Claim against any of those parties may be joined or consolidated with any related Claim against us in a single arbitration proceeding. In addition, if we become a party in any lawsuit that you have with any third party, whether through intervention by us or by motion or pleading made by you or any third party, we may elect to have all claims in that lawsuit between you and such third party to be resolved by BINDING ARBITRATION under this Agreement.

The arbitration shall be administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules and its Supplementary Procedures For The Resolution Of Consumer- Related Disputes (the "Arbitration Rules") in effect at the time the demand for arbitration is filed. In the event of a conflict between the Arbitration Rules and this Agreement, this Agreement shall control, except that, in the event that the AAA determines that any provision of this Agreement does not comply with applicable standards stated in the AAA's Consumer Due Process Protocol, the standards of the Protocol shall control. 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. Or, you may contact the AAA directly at 1-800-778-7879 (toll free) or at www.adr.org.

If the AAA's Supplemental Procedures for Consumer-Related Disputes apply to your Claim and if your Claim for actual damages does not exceed $10,000, you shall be responsible for paying one-half of the arbitrator's fees up to a maximum of $125. If your Claim for actual damages exceeds $10,000 but does not exceed $75,000, you shall be responsible for paying one-half of the arbitrator's fees up to a maximum of $375. For any Claim that does not exceed $75,000, we will pay all other arbitrator's fees and costs imposed by the administrator of the arbitration.

If your Claim is a consumer-related claim for actual damages that exceeds $75,000, or if it is a non-monetary consumer-related Claim, or if it is not a consumer-related Claim, you shall be responsible for paying the administrative costs and arbitrator's fees as provided in the AAA's Commercial Fee Schedule. Except as otherwise provided in this Agreement, the final award by the arbitrator(s) may apportion the administrative fees, expenses and arbitrators' fees between you and us as part of the award, as the arbitrator(s) determines is appropriate.

The fees and cost stated in this Agreement are subject to any amendments to the Arbitration Rules and fee and cost schedules of the AAA. The fee and cost schedule in effect at the time you submit your Claim shall apply. The Arbitration Rules permit you to request a deferral or reduction of the administrative fees of arbitration if paying them would cause you extreme hardship.

Each party also has the option of filing an action in small claims court or your state's equivalent court, for any Claim or disputes within the scope of the small claims court's jurisdiction. But if a Claim is transferred, removed or appealed to a different court, we then have the right to demand arbitration of the Claim.

The arbitration of any Claim of $150,000 or greater shall be conducted by a panel of three arbitrators. The arbitration of any Claim of a lesser amount shall be conducted by one arbitrator. The arbitrator(s) shall be selected from the AAA's panel of arbitrators by mutual agreement between you and us. If we cannot agree on the arbitrator(s), the procedure for appointment from the national roster as provided by Commercial Arbitration Rule 11 shall apply, except that the AAA shall not unilaterally appoint the arbitrator(s), unless you and we so agree.

Except as expressly provided in this agreement to arbitrate, no Claim may be joined with another dispute or lawsuit, or consolidated with the arbitration of another Claim, or resolved on behalf of similarly situated persons, or brought as private attorney general or on another similar representative basis. For any Claim subject to arbitration, you may not participate in a class action in court or in a class-wide arbitration, either as a plaintiff or claimant, class representative or class member.

All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding shall apply in and to the arbitration. Any in-person arbitration hearing will be held at a location that is reasonably convenient to all parties in either your state of residence or the state of your statement address with Regions, with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, that determination shall be made by the arbitrator(s).

Any dispute regarding whether a particular controversy is subject to arbitration, including any claim of unconscionability and any dispute over the enforceability, scope, reach or validity of this agreement to arbitrate disputes or of this entire Agreement, shall be decided by the arbitrator(s).
The arbitrator(s) shall establish such reasonable procedures as may be necessary for the reasonable exchange of information and materials between the parties prior to such arbitration. In rendering an award, the arbitrator(s) shall apply applicable contract terms, statutes and legal precedent and shall follow the Federal Rules of Evidence, enforce applicable privileges, and employ applicable burdens of proof. The arbitrator(s) shall award only such relief as a court of competent jurisdiction could properly award under applicable law (and which shall be governed by the constitutional standards employed by the courts). The arbitrator(s) shall have the authority to award attorneys' fees, costs and expenses, in whole or in part, in instances where such is authorized by applicable law.

The arbitrator's findings, reasoning, decision, and award shall be set forth in writing and shall be based upon and be consistent with the law of the jurisdiction that applies to the Claim. Judgment on the arbitration award may be entered in any court having jurisdiction.
In the event that the arbitration results in an award which imposes an injunction on you or on us or contains a monetary award in excess of $250,000, the award shall be reviewable on appeal initiated within 30 days of the award by a panel of three new arbitrators selected to hear the appeal under the procedure for appointment from the national roster as provided by Commercial Arbitration Rule 11, except that the AAA shall not unilaterally appoint the arbitrators for the appeal, unless you and we so agree. The decision of the panel shall be by majority vote. Such review shall reconsider anew any aspect of the initial award requested by the appealing party. However, if the award does not impose an injunction on you or on us or contain a monetary award in excess of $250,000, then the award shall not be appealable and shall only be subject to such challenges as would otherwise be permissible under the FAA.

This agreement to arbitrate 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, recoupment, repossession, trustee's sales and the like. This agreement to arbitrate does not limit the right of you or us, whether before or during the pendency of any arbitration proceeding to bring an action (individually, and not on behalf of a class) to obtain provisional or ancillary remedies or injunctive relief (other than a stay of arbitration) to protect the rights or property of the party seeking such relief. However, the arbitrator(s) shall have the power to vacate and/or stay any such proceedings or orders granting provisional or ancillary remedies or injunctive relief, upon application by you or us. The taking by either you or us of any of the self-help remedies or by filing any action in court, including but not limited to the actions described in the preceding sentence, shall not be deemed to be a waiver of the right to elect BINDING ARBITRATION of any Claim upon the filing of a counterclaim, crossclaim, third party claim or the like by either you or us in response to any such action.

You and we specifically acknowledge and agree that this Agreement evidences a "transaction involving commerce" under the FAA, and hereby waive and relinquish any right to claim otherwise. You and we hereby acknowledge, agree and stipulate that Regions Bank is a multi-state banking organization engaging in interstate banking and commerce; all transactions on credit card accounts involve interstate commerce; and we regularly use the services of businesses located in other states in opening and administering credit card accounts.

Should the AAA be unavailable, unable or unwilling to accept and administer the arbitration of any Claim, or any appellate proceeding, as applicable, or otherwise refuse or decline to accept and administer the arbitration of any Claim, or any appellate proceeding, as applicable – in whole or in part and for any reason whatsoever or for no reason – this agreement to arbitrate shall not fail or be invalidated as a result. Rather, in that instance, any party to the Claim may then petition a court of competent jurisdiction under 9 U.S.C. § 5 to appoint the arbitrator(s). Upon consideration of such a 9 U.S.C. § 5 petition, should the court decline or refuse to appoint the arbitrator(s), then and only then and within 30 days of a final and non-appealable decision on the matter from such court, you and we shall each respectively pick one arbitrator, and those two arbitrators shall then, by mutual agreement and within 30 days of the selection of the second of them, select a third arbitrator. The third arbitrator so selected shall then arbitrate the Claim as the sole arbitrator, except with respect to a Claim for $150,000 or greater, in which case all three arbitrators so selected shall arbitrate the claim together, with the award and all pre-award decisions made by majority vote. In the case of any arbitration not administered by the AAA, the arbitrator(s) shall still be bound by all applicable provisions of this agreement to arbitrate and the Federal Arbitration Act. They further shall administer and conduct the arbitration under the applicable AAA Arbitration Rules, to the extent such rules may be practicably applied to an arbitration not administered by the AAA.

If any term or provision of this agreement to arbitrate disputes and waiver of jury trial is held to be invalid or unenforceable, the remaining provisions shall be enforced without regard to the invalid or unenforceable term or provision; provided, that if you or we seek to bring a joined, consolidated, or class action for arbitration, and if the foregoing prohibition against the arbitration of joined, consolidated or class actions is finally held by an authority of competent jurisdiction to be invalid or unenforceable, the arbitration agreement between you and us shall then be deemed inapplicable to such joined, consolidated or class action, to the effect that any permitted and lawful joined, consolidated or class action shall be adjudicated in accordance with the provisions of applicable law and shall not be resolved through arbitration (provided further, that the jury trial waiver shall, in any event, remain in full force and effect to the fullest extent permitted by law). This agreement to arbitrate disputes and waiver of jury trial shall survive your death, the closing of your account and the termination of any of your business or transaction(s) with us, any bankruptcy to the extent consistent with applicable bankruptcy law and shall also survive as to any Claim covered within the scope of this Agreement.

Whether any controversy is arbitrated or settled by a court, you and we voluntarily and knowingly waive any right to a jury trial with respect to such controversy to the fullest extent allowed by law.

PRICING INFORMATION

This information about the costs of the cards is accurate as of January 31, 2012, but may have changed since that date. To find out what may have changed, you can call us at 1- 800-253-2265. Please carefully review this information.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases and Balance Transfers	**Prime + 8.74% - 15.74%** for Platinum without rewards **Prime + 9.74% - 16.74%** for Platinum with Rewards and Signature **Prime + 8.74%** for Signature Preferred **Prime + 11.74%** for Student without rewards **Prime + 12.74%** for Student with Rewards based on your creditworthiness and other factors as determined at the time of account opening. This APR will vary with the market based on the Prime Rate.*
APR for Cash Advances	**Prime + 21.74%** for Student, Platinum or Signature **Prime + 13.74%** for Signature Preferred This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 21 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 $1.50
Fees	
Annual Fee	**None** for Student, Platinum or Signature, **$125** for Signature Preferred
Transaction Fees:	
• Balance Transfer	Either **$10** or **4%** of the amount of each transfer, whichever is greater.
• Cash Advance	Either **$10** or **4%** of the amount of each cash advance, whichever is greater.
• Foreign Transaction	**3%** of the transaction amount in U.S. dollars for Student, Platinum or Signature, **1%** for Signature Preferred
Penalty Fees:	
• Late Payment	Up to **$35**

How We Will Calculate Your Balance: We use a method called "average daily balance (including new transactions)." See your account agreement for more details.

Daily Percentages Rates: Daily Percentage Rates (DPRs) on the Account are calculated by dividing the applicable APR by 365.

*** Variable Rates:** Variable rates on the Account are calculated by adding together an index and a margin. The index is the highest U.S. Prime Rate as published in the “Money Rates” section of The Wall Street Journal on the last publication day of each month. An increase or decrease in the index will cause a corresponding increase or decrease in your variable APRs and DPRs on the first day of your billing cycle that begins in the same month in which the index is published. An increase in the index means that you will pay higher interest charges and have a higher total Minimum Payment Due. If The Wall Street Journal does not publish the U.S. Prime Rate, or if it changes the definition of the U.S. Prime Rate, the Bank may, in its sole discretion, substitute another index.