Personal Line of Credit Agreement
(May Not Be Available to Residents of All States)

This Agreement and the documents listed below govern your Personal Line of Credit account ("Account"), which may be drawn upon by using either the MasterCard or Visa credit card ("Card") or any Personal Line of Credit Check furnished by Compass Bank and imprinted with your name and Account number (a "Check"). These other documents are part of this Agreement:

- The application or solicitation ("Application") you signed or otherwise gave us to ask for the Account; and
- The folder sent with each Card ("Card Folder").

Please read and keep these documents for your records.

1. Parties and Addresses:

(a) Bank: In this Agreement, "we", "us" and "our" refer to Compass Bank and anyone to whom we give or sell your Account. Unless we tell you otherwise, our mailing address is: Compass Bank Card Center, P.O. Box 2210, Decatur, Alabama 35699-0001.

(b) You: "You" and "your" refer to each person (1) who applied for the Account, or (2) who agreed to be responsible for the Account. We will send bills and other notices to the address you give us. You promise to tell us right away if that address changes.

2. Joint Accounts: If you have a joint Account, each of you may use the Account. We may ask any one of you to pay any balance due. 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.

3. Promise to Pay: 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. By keeping, using or permitting others to use the Account or any Card, you agree to the terms of this Agreement.

4. Governing Law: This Agreement and your Account will be governed by (1) federal law, and (2) to the extent not preempted by federal law, the laws of Alabama, without regard to its conflicts of law provisions. We accepted this Agreement in Alabama.

5. Changing This Agreement: We may change this Agreement unless an applicable law says we may not. We will tell you when changes will be effective and how they will apply to your Account. You may not change this Agreement unless we agree in writing.

6. Using Your Account: You may use your Account to make three types of transactions:

(a) Purchases: You may purchase or lease goods or services from any merchant that accepts your Card or Account.

(b) Cash Advances: You may obtain cash or other advances by using your Card or Account in any of the following ways:

- From us or any other financial institution or automated teller machine ("ATM") that accepts your Card;
- By using a Check as explained in Section 16 below. Payments you make to another creditor using a Check are Cash Advances (and not Balance Transfers) under this Agreement;
- 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 placing bets or wagers (if legal) or to make tax or other similar payments; or

- By getting an advance deposited to a Compass checking account if you are enrolled in an overdraft protection program under a separate agreement with us.

(c) Balance Transfers: You may ask us to transfer to your Account a balance you owe to another creditor. If we approve your request, we will pay the other creditor directly. As noted above, payments you make to another creditor using a Check are Cash Advances (and not Balance Transfers) under this Agreement. Balance Transfers are Cash Advances under this Agreement, except that the APR for Purchases (and not the APR for Cash Advances) will apply to Balance Transfers.

7. Illegal and Online Gambling Transactions: You agree not to use your Account for any transaction that is illegal where you live or where the transaction takes place. You must find out if a transaction is legal before you make it. You also agree not to use your Account for any Internet or online gambling transaction, even if it is legal. We may refuse to authorize any illegal, Internet or online gambling transaction. If we do authorize the transaction, you agree to pay us for it unless an applicable law says you may not.

8. Credit Limits: We will tell you your starting credit limits on the Card Folder. Your billing statements also will show your credit limits and available credit.

(a) Separate 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.

(b) When Your Payments Increase Available Credit: We may delay increasing your available credit for up to 10 days after you make a payment.

(c) Going Over Your Credit Limits: This Agreement applies to all transactions and balances on your Account, including any transaction that would cause the balance (including unpaid interest and fees, unless prohibited by law) on your Account (or any type of transactions on your Account) to go or stay over the credit limit (an "Overlimit Transaction"). If the balance on your Account (or on any type of transactions on your Account) goes over the credit limit, you must pay the amount that is over the limit right away. We may charge you an Over-the-Credit Limit Fee only if you have told us that you want Overlimit Transactions on your Account. You may tell us you want (or do not want) Overlimit Transactions at any time by calling us at 1-800-239-5175 or writing us at the address in Section 1(a). We do not have to authorize any Overlimit Transaction, even if you have told us that you want Overlimit Transactions on your Account. If we authorize any one or more Overlimit Transactions, it does not mean that we must authorize any other Overlimit Transaction.

(d) Changes to Your Credit Limits: You may request a credit limit increase by calling us at 1-800-239-5175, and we might agree to your request. We may change your credit limits at any time. For example, we may (1) increase or decrease any of your credit limits, (2) add one or more separate limits, or (3) cancel your available credit. We will tell you first or get your permission if an applicable law requires us to. You still will have to pay all amounts you owe under this Agreement.

9. Billing Statements: We will send you a bill at the end of each monthly billing cycle if applicable law requires. Read each bill as soon as you get it. Tell us right away if you see any error or problem. Your bill will show important information about your Account, including:

- The unpaid balance at the end of the billing cycle ("New Balance");

- The minimum amount of your next payment ("Minimum Payment Due");

- When your next payment is due ("Payment Due Date"); and

- The date of the bill ("Statement Date").

10. **Interest:** Each billing cycle, we will charge interest to you on the average daily balance for each type of transactions on your Account. By type of transactions, we mean Purchases, Cash Advances, Balance Transfers and any transactions subject to a special offer. To calculate the interest owed on your Account for each billing cycle, we first figure out the average daily balance for each type of transactions. Next, we multiply the average daily balance by the applicable interest rate. Interest rates are explained in the next section. Then, we multiply the resulting amount by the number of days in the billing cycle. After calculating the amount of interest owed for each type of transactions, we add together these amounts to determine the total amount of interest owed on your Account for the billing cycle.

(a) Average Daily Balance: To get the average daily balance for each type of transactions, (1) we take the beginning balance for that transaction-type, (2) we add any new transactions, debits and fees, and (3) subtract any payments or credits. We also add an amount of interest equal to the previous day's balance multiplied by the applicable daily interest rate. This gives us the daily balance.

- The beginning balance for Purchases will include any unpaid Purchase transactions; any unpaid interest on those Purchases; any unpaid Annual Fee, Late Fee, Over-The-Credit Limit Fee, Returned Payment Fee and Document Fee; and any unpaid Foreign Transaction Fee charged on a Purchase, including any Purchase subject to a special offer APR.

- The beginning balance for Cash Advances will include any unpaid Cash Advance transactions; any unpaid interest on those Cash Advances; any unpaid Skip Payment Fee, Expedited Payment Fee, Transfer Fee and Rate Reduction Fee; and any unpaid Cash Advance Fee and Foreign Transaction Fee charged on a Cash Advance, including any Cash Advance subject to a special offer APR.

- The beginning balance for Balance Transfers will include any unpaid Balance Transfer transactions; any unpaid interest on those Balance Transfers; and any unpaid Balance Transfer Fee charged on a Balance Transfer, including any Balance Transfer subject to a special offer APR.

- The beginning balance for any transactions subject to a special offer APR will include any unpaid balance on those transactions, and any unpaid interest on those transactions.

Next, we add up all the daily balances for 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**.

(b) When Interest Charges Start on Cash Advances: We start charging interest on Cash Advances (including Balance Transfers) on the transaction date. For Checks or Balance Transfers, the transaction date is the later of (1) the date we get and/or pay the Check or Balance Transfer or (2) the first day of the billing cycle in which we add the transaction to your Account. For other Cash Advances, the transaction date is the later of (1) the date you get the Cash Advance or (2) the first day of the billing cycle in which we add the transaction to your Account. There is no way to avoid interest on Cash Advances.

(c) Avoiding Interest on Purchases (Grace Period): Your Payment 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 Payment Due Date each billing cycle. Where required by applicable law, we will not charge interest on any portion of a Purchase balance that is repaid by the first specified due date after each Purchase was made if you paid the entire balance for the previous billing cycle by the specified due date. Except as described above, if you do not pay your entire 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

"Payment Allocation" in Section 13(e) below.

(d) Minimum Interest Charge for Purchases: If you are charged interest on Purchases, the charge will be no less than $1.

11. Interest Rates: We figure out how much interest you owe each billing cycle using daily periodic rates. We get the daily periodic rates by dividing each annual percentage rate ("APR") below by 365. The interest rates that apply to your Account are shown on the Card Folder and each billing statement.

(a) APR for Purchases and Balance Transfers: The APR for Purchases will be equal to the Prime Rate plus any margin shown on the Card Folder. The APR for Balance Transfers is the same as the APR for Purchases.

(b) APR for Cash Advances: The APR for Cash Advances will be equal to the Prime Rate plus any margin shown on the Card Folder.

(c) Discounted Introductory APR: From time to time we may offer a discounted introductory APR. Any discounted introductory APR that applies to your Account will be shown on the Card Folder.

(d) Variable Rates: Except for any discounted introductory APR, your APRs will vary with the market based on the Prime Rate. We use the Prime Rate in *The Wall Street Journal* two business days before the Statement Date for each billing cycle. Your APRs may increase if the Prime Rate increases. If your APRs increase, the amount of interest you will owe and the Minimum Payment Due may increase.

(e) Reevaluation of Increased Rates: If the APRs on your Account are increased, we will reevaluate your Account as required by law to determine whether you qualify for an APR reduction.

12. Fees: You agree to pay the following fees, which will be charged to your Account.

(a) Annual Fee: An annual fee for keeping your Account open. The amount of this fee is shown on the Card Folder. The fee will be charged to your Account shortly after the time it is opened. For each year that your Account remains open, the fee will be charged during the same month that it was initially charged.

(b) Transaction Fees:

- Cash Advance Fee: For each Cash Advance, a fee of $10 or 4% of the Cash Advance, whichever is greater. This fee will not be charged on any Cash Advance obtained through the use of a Check.

- Balance Transfer Fee: For each Balance Transfer, a fee of $10 or 4% of the Balance Transfer, whichever is greater.

- Foreign Transaction Fee: A fee of 3% of each transaction made (1) in a foreign currency, (2) outside of the United States, or (3) with a foreign merchant, even if that transaction is made in U.S. dollars. We may charge a Foreign Transaction Fee for each transaction (including returns or refunds) at the time we add the transaction to your Account. The fee will be based on the U.S. dollar amount Visa or MasterCard provided to us.

(c) Penalty Fees: We will charge penalty fees in the amounts established by the Bureau of Consumer Financial Protection, which currently are $25 and $35. The Bureau of Consumer Financial Protection may adjust these amounts annually to reflect changes in the Consumer Price Index (CPI), and we may revise any of the penalty fees below to reflect the CPI adjustments. We will not charge more than one penalty fee for a single event or transaction that violates multiple terms of this Agreement.

- Late Fee: A fee if we do not receive at least the Minimum Payment Due by the Payment Due Date (or the next business day if your Payment Due Date falls on a Saturday, Sunday or holiday). For any late payment, this fee will be:
  - $25 if you have had no late payment during any of the previous 6 billing cycles, or
  - $35 if you have had any late payment during any of the previous 6 billing cycles,

  but never more than the full amount of the Minimum Payment Due (as shown on your billing statement) that was due immediately before the fee is assessed (rounded up or down to the nearest dollar).

- Over-the-Credit Limit Fee: A fee if (1) you have told us that you want Overlimit Transactions on your Account, and (2) we authorize any Overlimit Transaction. For any Overlimit Transaction, this fee will be:
  - $25 if you have had no Overlimit Transaction and your Account balance was not over your credit limit during any of the previous 6 billing cycles, or
  - $35 if you have had any Overlimit Transaction or your Account balance was over your credit limit during any of the previous 6 billing cycles,

  but never more than the amount by which your Account goes over your credit limit during the billing cycle in which the fee is assessed (rounded up or down to the nearest dollar). We will charge you an Over-the-Credit Limit Fee (a) only once for any billing cycle, regardless of the number of Overlimit Transactions during that cycle, and (b) if your Account balance remains over your credit limit due to the same Overlimit Transaction(s), only once for each of the next two billing cycles.

- Returned Payment Fee: A fee if a check or similar instrument or any debit for payment on your Account is returned unpaid for any reason. The amount of this fee will be $25 or the full amount of the Minimum Payment Due that was due immediately before the payment was returned (rounded up or down to the nearest dollar), whichever is less. We will charge the fee even if the check or debit is later honored or paid.

- Returned Check Fee: A fee if we return a Check for any reason. The amount of this fee will be $25 or the amount of the Check that is returned (rounded up or down to the nearest dollar), whichever is less.

(d) Other Fees:

- Stop Payment Fee: A fee of $29 for each stop payment request on a Check, as described in Section 16, whether or not we actually stop payment, subject to any restrictions of applicable law.

- Expedited Delivery Fee: A fee if you request and we agree to arrange for expedited delivery of any Card or Checks to you (for example, by an overnight delivery service). We will disclose the amount of this fee at the time you request this service. If you then confirm and we honor your request, we will charge the fee disclosed at the time of the request.

- Document Fees: The following fees for each copy of a sales slip, paid Check or billing statement you request:

  For copies of sales slips or Checks: $5 for each item requested

  For duplicate copies of billing statements:

- $7 for each statement from the previous 12 months,
- $17 for each statement more than 12 months but not more than 24 months old,
- $27 for each statement more than 24 months but not more than 36 months old, and
- $37 for each statement more than 36 months old.

There will be no charge for any item you request in good faith in connection with the resolution of any disputed billing matter.

- Transfer Fee: A fee of $25 (in addition to any Cash Advance Fee) if you request us to deposit a Cash Advance directly in your checking account, and we honor your request.

- Expedited Payment Fee: A fee of $15 if you request us to expedite payment on your Account by debiting any deposit or other account you designate, and we honor your request.

- Skip Payment Fee: A fee of $35 if we offer and you accept the option to skip any monthly payment and your Minimum Payment Due would have been $200 or more.

- Rate Reduction Fee: A fee of $75 if a reduction in any interest rate, fee or other charge is offered by us and accepted by you, or requested by you and honored by us, even if this reduction is only for a temporary or limited time period. If we intend to charge this fee, we will tell you about the fee orally or in writing at the time we offer or agree to the reduction.

13. Minimum Payment Due: The Minimum Payment Due each billing cycle will depend on your APRs and New Balance.

(a) If All APRs are 23.49% or Lower: You must pay the greater of:

- $10; or

- 2% of the New Balance rounded up or down to the nearest dollar **plus** (1) any unpaid Minimum Payments Due from previous bills and (2) any amount over your credit limit(s).

However, if the New Balance is less than $10, you must pay the New Balance.

(b) If Any APR is Over 23.49%: If an APR greater than 23.49% applies at the end of any billing cycle, you must pay $15 **plus** (1) any interest you owe for that billing cycle, (2) any Cash Advance Fee, Rate Reduction Fee, Expedited Payment Fee, Skip Payment Fee, and Foreign Transaction Fee that has been charged during that billing cycle, (3) any unpaid Minimum Payments Due from previous bills and (4) any amount over your credit limit(s).

(c) What Happens if You Pay More: You may pay more than the Minimum Payment Due at any time. You will not owe us any additional charge for early payment. If you pay more than the Minimum Payment Due in one billing cycle, you still have to pay the full Minimum Payment Due in the next cycles. You cannot increase your available credit by paying more than the unpaid balance on your Account.

(d) Skip Payment Offers: We may let you skip a payment. We will tell you when you can skip a payment. If you do, (1) we may charge a fee in an amount we tell you at the time of the offer, (2) you will owe interest for the skipped billing cycle, (3) you will lose any grace period that otherwise would apply and (4) you must pay the regular Minimum Payment Due for the next billing cycle.

(e) Payment Allocation: We will use your Minimum Payment Due to pay down balances on your Account (including Purchases, Advances, Balance Transfers, interest, fees and other amounts) in any way we choose, unless an applicable law says we may not. If you make a payment that is larger than the Minimum Payment Due, we will apply the extra amount first to the balance with

the highest interest rate, and any remaining portion of that extra amount to the other balances in descending order based on the applicable interest rate.

14. **Making Payments:** You must pay us in U.S. dollars. Mail your personal check or money order to the address shown on your bill. Include the payment stub from your bill with your payment. Do not send cash. If you do not follow these instructions, we might not credit the payment for up to five business days after we get it.

(a) Disputed Payments: **If you dispute any amount we say you owe under this Agreement, you must write to us at Compass Bank Card Center, P.O. Box 2101, Decatur, Alabama 35602-2101. If you pay us with a check marked with "payment in full" or similar words, you must send it to this address. Subject to any restrictions of applicable law: (1) the words "payment in full" or similar words will have no effect; and (2) we can take disputed payments without giving up any of our rights.**

(b) Paying at Branches, Online and By Telephone: If we let you pay at one of our branches, we will credit the payment as of the day we get it. If we let you pay online or by phone, we will tell you how to pay and when your payment will be credited.

(c) Timing for Mailed Payments: If you mail a payment to the address shown on your bill, your payment will not be considered late if we receive it by 5 p.m. Central Time on the Payment Due Date (or the next business day if your Payment Due Date falls on a Saturday, Sunday or holiday).

15. **Special Offers:** We may make a special offer to you. For example, we may offer a reduced promotional interest rate. Such offers may apply to all transactions or balances on your Account, or only to some transactions or balances. We will tell you what terms of the special offer differ from the terms of this Agreement. Except as we tell you in a special offer, the rest of this Agreement will still apply to your Account.

16. **Checks:** We may issue Checks. You may complete and sign a Check to make a Cash Advance. You may not use a Check to pay any amount you owe us. We do not have to pay or certify any Check.

(a) Returning Checks: We do not have to pay (and may return unpaid) any Check if:

- The amount of the Check would cause you to go over any of your credit limits;
- You are in default under this Agreement;
- We suspended or terminated your credit privileges;
- We told you not to use the Account, Card or Checks for any reason;
- The Check is postdated or stale. This means the date you put on the check is a date which is either (1) later than the date we get it, or (2) more than six months before the date we get it; or
- You did not fully complete and/or sign the Check.

If we pay a Check anyway, you still have to pay us the amount of that Check and any applicable interest or fees. If we don't pay a Check, we may charge a Returned Check Fee.

(b) Paid Checks: Your bill will show Checks we paid. We will not return Checks to you. You may ask us for copies of paid Checks. We may charge you a Document Fee for each copy.

(c) Stopping Payment on a Check: You may ask us to stop payment on a Check or cancel a stop payment request. Call us at 1-800-239-5175 or write us at the address in Section 1(a). If you call, we may ask you to put your request in writing. You must tell us: (1) your Account number, (2) the date, number and amount of the Check and (3) the name of the payee. We need at least four hours advance notice to be able to stop payment. We will not owe anything to you or anyone else

if we stop (or do not stop) a payment or cancel (or do not cancel) a stop payment request. We may charge a Stop Payment Fee, whether or not we actually stop payment.

17. **Currency Conversion:** Visa or MasterCard will convert the amount of any transaction you make in a currency other than U.S. dollars into U.S. dollars. Visa or MasterCard will use its own currency conversion procedures in effect at that time. Visa or MasterCard will pick an exchange rate on the processing date using either (1) the range of rates available in wholesale currency markets (which rate may differ from the rate Visa or MasterCard could get) or (2) the rate required by the government. The exchange rate used may differ from the exchange rate on the date you made the transaction. If you make a return or get a refund, the same procedures apply. The amount of any return or refund credit to your Account may be slightly different from the amount of the original transaction because the exchange rate changes from day to day.

18. **Default:** If you do or fail to do certain things, you will be in default under this Agreement. If you are in default, we have certain rights and you have certain duties under this Agreement. In deciding whether you are in default and in using any of our rights, we will follow applicable law.

(a) Events of Default: We may decide you are in default if you:

- Fail to make a payment on this Agreement or any other agreement with us when due;
- Go over your credit limit;
- Make a payment that is not paid by your bank;
- Fail to do anything this Agreement requires;
- Do anything this Agreement prohibits;
- File or have filed against you a bankruptcy petition;
- Die, become legally incompetent or go to jail;
- Give us false or incomplete credit information, false signatures or make any material misrepresentation;
- Lose your Card or Checks (including if they are stolen).

We also may decide you are in default if (1) we find you no longer qualify for any APR or credit limit then in effect on your Account or (2) we believe in good faith that you will not be able to pay what you owe for any other reason.

(b) What Happens When You Are in Default: We may (1) suspend or terminate your credit privileges, (2) close your Account and/or (3) ask you to pay the full amount you owe right away. We will tell you first before doing these things if an applicable law requires us to. You still have to pay all amounts you owe us.

19. **Collection Costs:** We may charge you for costs we have to pay to collect what you owe after default. 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 or an applicable law says we may not.

20. **Closing Your Account:**

(a) We May Limit Use Of or Close Your Account: We may (1) temporarily take away your ability to make transactions or otherwise use your Account, (2) delay reissuing your Card, or (3) close your Account. We may do these things at any time, but will tell you first if an applicable law requires us to. You must destroy all Cards and unused Checks if we tell you to. You still have to pay all amounts you owe us. If you are not in default when your Account is closed, you may pay off the

balance under the terms of this Agreement that apply at that time. We can use all the rights and remedies we have under this Agreement until all amounts are repaid. We will not owe anything to you or anyone else if we do any of these things.

(b) You May Close Your Account: You may close your Account at any time by telling us in writing. You must destroy all Cards and unused Checks if we tell you to. You still have to pay all amounts you owe us. If you are not in default when you close your Account, you may pay off any balance under the terms of this Agreement that apply at that time.

21. Information About You and Your Credit: You promise that the information you gave us to open your Account is true. You also promise to tell us right away and to stop using the Account if (1) you plan to file for bankruptcy, or (2) are otherwise unable to pay your debts. We may look again at your financial condition and credit standing at any time and for any reason. We may get a current credit report or ask you for current financial information or documents. For example, we may ask about your property and debts. We also may ask for copies of your tax returns or verification of your employment and income. You agree to let us do this and help with any investigation of your credit record. A negative credit report reflecting on your credit record may be submitted to one or more credit reporting agencies if you fail to fulfill your obligations under this Agreement.

22. Inaccurate Information: Write to us at the address in Section 1(a) if you believe that (1) we have information about you that is inaccurate or (2) we have reported or may report inaccurate information about you to a credit reporting agency. Tell us exactly what information you believe is inaccurate.

23. Liability For Unauthorized Use: If you notice the loss or theft of your Card or a possible unauthorized use of your Card, you should write to us immediately at Compass Bank Card Center, P.O. Box 2210, Decatur, Alabama 35699-0001, or call us at 1-800-239-5175. 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.

24. Telephone Monitoring; Consent to Communication: To make sure our employees give accurate and courteous customer service, sometimes your call may be monitored by a second employee and/or recorded. You agree to this monitoring and recording. We may contact you using (1) any information or phone numbers (including cell phone numbers) you provide to us on your Application or otherwise, and (2) an automated telephone dialing system and/or artificial or prerecorded voice message, even if you are charged for the call under your phone plan.

25. We Do Not Give Up Our Rights by Not Using Them: Sometimes we might decide not to do something we could do under this Agreement, like charging you a fee. Or, we might decide to do something less than what we could do, like charging you a lower fee or wait a few days before charging a fee. If we do this one or more times, this does not mean we have to do it again. We can do all the things this Agreement allows in the future, even if we did something different one or more times in the past. We also might decide, for example, to:

- Accept late or partial payments;
- Give you more time to make a Minimum Payment Due;
- Reduce or not charge any interest or fee you would otherwise owe;
- Let one or more of you out of your promises under this Agreement without telling the others or letting them out of their promises.

If we do any of these things, we will not lose any of our rights under this Agreement.

26. Authorizing Transactions; Acceptance of Your Card: We may limit the number or dollar amount of transactions on your Account. We do not have to authorize any transaction, even if you have credit available. For example, we might not authorize a transaction if we need to verify your Account status. A merchant does not have to accept your Card, Checks or Account. We will not owe anything to you or anyone else if (1) we do not authorize a transaction, regardless of the reason, or (2) a merchant will not

accept your Card, Checks or Account. Also, we will not owe anything to you or anyone else for goods or services you bought or leased using your Account.

27. **Assignment; Binding Effect; Severability:** We may sell or give your Account, this Agreement and our rights or duties under this Agreement to any other person or company. We can do this at any time without telling you first or getting your permission. You may not sell or give your Account or any of your rights or duties under this Agreement to any other person or company. This Agreement will be binding on your heirs and legal representatives. This means they may have to pay if you die or become legally incompetent. If a court with proper authority finds any part of this Agreement is not valid or cannot be enforced, the other parts still will apply.

28. **Dispute Resolution:**

(a) <u>This subsection (a) applies if you reside outside California.</u>

Arbitration: Either you or we may ask to settle disputes 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. **Please read the rest of this section carefully.** It explains how arbitration works.

Some Legal Rights May Not Be Available in Arbitration: ***After any party asks for arbitration of a dispute, neither you nor we can ask a court to hear that dispute. There will be no jury trial of that dispute. You cannot be part of any class action relating to that dispute. The right to get information from each other and other procedures may be more limited in arbitration than in court. With a few limited exceptions, the arbitrator's award will be final and unchangeable. Other rights that you or we would have in a court also may not be available in arbitration.***

- What Disputes Are Covered: Any dispute that arises from or relates to this Agreement, your Account and any transaction involving the Account will be settled by arbitration unless it is described below in "What Disputes Are Not Covered." This means that disputes about the following are covered:

  - This Agreement, your Account or any transaction involving the Account;

  - Any advertisement, promotion or oral or written statement related to this Agreement or your Account;

  - Any relationships that result from this Agreement (including, as far as applicable law will allow, relationships with third parties who are not parties to this Agreement or this arbitration provision);

  - The validity, interpretation, scope or enforceability of this Agreement (except for any challenge to the enforceability of this Dispute Resolution section or any dispute about the parts of this subsection (a) about class disputes); and

  - Whether it is too late to settle a dispute because of any statute of limitations, estoppel, waiver, laches or similar legal rule.

  It doesn't matter whether the dispute is based on contract, fraud, tort, intentional tort, statute, regulation, constitution, common law, equity or otherwise. It also doesn't matter when the dispute began (whether before this Agreement, now or in the future). This arbitration provision will continue to apply after this Agreement ends and/or after you or we close the Account.

- What Disputes Are Not Covered: This arbitration provision does not cover any dispute:

  - That you or we could take to a small claims court, which usually limits its cases based on the amount of the claim; or

- About the parts of this arbitration provision that prohibit class disputes.

- No Class Disputes: You cannot join together in a dispute with anyone other than people who use your Account. Even if other people have disputes similar to a dispute that you or we ask to arbitrate, those people and their disputes cannot be part of any arbitration between you and us. You cannot arbitrate any dispute on a class action, private attorney general or other representative basis. Only a court, and not an arbitrator, may decide whether this provision prohibiting class disputes can be enforced.

- Who Will Arbitrate: The American Arbitration Association ("AAA") or JAMS ADR ("JAMS") may arbitrate any dispute, or you and we may agree upon a different arbitrator. For more information about arbitration, contact the AAA (www.adr.org or 1-800-778-7879) or JAMS (www.jamsadr.com or 1-800-352-5267). If for any reason the AAA or JAMS is unable or unwilling to arbitrate, or you and we cannot agree on an arbitrator, we will use another national or regional arbitration group. The number of arbitrators will depend on the total dollar amount of all disputes by both you and us. If the total is $250,000 or less, one arbitrator will hear the dispute(s). If the total is over $250,000, three arbitrators will hear the dispute(s). Each arbitrator must be an active member in good standing of the bar for any state in the continental United States, and either: (a) actively engaged in the practice of law for at least 5 years or (b) a retired judge.

- What Rules Apply: The arbitration of any dispute will be conducted according to the rules of the arbitrator ("Rules"). If an arbitrator other than the AAA is chosen, the Rules of the AAA will be applied to any circumstance that is not addressed by the Rules of the chosen arbitrator. If the total of all disputes is $250,000 or less, we will use any expedited procedures in the Rules. If this Agreement and the Rules say something different, we will follow this Agreement and not the Rules.

- How To Start Arbitration: Either you or we may start an arbitration by giving written notice to the other party. At a minimum, this notice must describe the subject of the dispute and the result requested in arbitration by the party giving the notice. If you ask us to arbitrate, you can choose the AAA or JAMS, or suggest another national or regional arbitration group to arbitrate the dispute. If we ask you to arbitrate, we will give you 10 days to choose the AAA or JAMS, or to suggest another national or regional arbitration group. In either case, if you suggest an alternative to the AAA and JAMS, we will work with you to determine if you and we can agree on a different group or arbitrator. If you and we are unable to agree, the arbitration will be conducted by the AAA or, if the AAA is not available, by a similar arbitration group. The party asking for arbitration must file a notice with the arbitration group following the Rules in effect at that time.

- When a Party May Ask for Arbitration: You or we may ask for arbitration before or after a lawsuit has been filed. You or we must ask for arbitration within the statute of limitations that would apply to the same dispute in court. If it is too late to resolve the dispute in court, it is also too late to resolve it in arbitration.

- What the Arbitrator(s) Must and May Not Do: Each arbitrator must:

  - Limit discovery to information that is directly relevant to the dispute and is not considered confidential or otherwise protected from being made public. Discovery is the process by which you and we ask each other for information about the dispute;

  - Make decisions and awards based on the evidence and applicable substantive law and the rules of evidence used in federal courts;

  - Make decisions and awards only with respect to claims made by or against you individually;

  - Give a brief written explanation of the basis for the award upon request of either party; and

- Make specific findings of fact and conclusions of law to support any award greater than $25,000.

- Not make any award that would require you and us to continue any relationship we may have under this Agreement or otherwise.

- Who Pays for Arbitration: There will be costs for arbitration. Contact the AAA or other arbitration group to find out what the arbitration charges will be. You may have to pay some of the arbitration charges unless this Agreement, an applicable law or the Rules say we must pay. If the total dollar amount of all disputes is $50,000 or less, we will pay that portion of the arbitration filing fee that is more than the cost of filing a lawsuit in the federal court where you live. You can ask us to pay some or all of the other arbitration charges you have to pay, but we don't promise to do as you ask. At the end of the arbitration, the arbitrator(s) will decide who has to pay for any arbitration charges that are greater than those we agreed to pay. The arbitrator(s) also may order us to pay some or all of your attorneys, expert and witness fees. Unless ordered otherwise by the arbitrator(s), each of us must pay for its own attorneys, expert and witness fees, no matter who wins.

- Where Will Arbitration Take Place: Any arbitration will take place in the federal judicial district near your home. Or, you and we could agree that arbitration will take place somewhere else.

- What Law Applies: This arbitration provision is made pursuant to a transaction involving interstate commerce. The Federal Arbitration Act will apply to the construction, interpretation and enforceability of this arbitration provision despite any other choice of law provision in this Agreement.

- Other Rights and Remedies: Nothing in this arbitration provision will limit certain other rights you or we may have. This means that you or we could, for example:

  - Get an injunction, which is a court order to stop someone from doing something; or

  - File an interpleader action, which is a type of lawsuit used to decide who owns property that more than one person claims to own.

  If you or we do any of these things or take part in any other court case, it does not affect your or our rights under this arbitration provision.

- What Happens If Part or All of This Arbitration Provision Cannot Be Enforced: Only a court and not an arbitrator can determine if any part of this arbitration provision cannot be enforced. If a court with proper jurisdiction says that any part of the "No Class Disputes" subsection above (which prohibits arbitration of class disputes) cannot be enforced, then none of the arbitration section in this Agreement will apply, and this section will be considered deleted from the Agreement. If a court with proper jurisdiction says that any other part of this arbitration provision cannot be enforced, then the rest of this arbitration subsection still will apply, including the "No Class Disputes" subsection above.

Waiver Of Jury Trial: This provision limits your rights to a jury trial. You should review this section carefully. **If you and we have any dispute related to this Agreement, your Account, or any transactions involving your Account and (i) neither you nor we seek to compel arbitration of the dispute, or (ii) some or all of the arbitration section is unenforceable and the dispute will be resolved in court, then you and we agree voluntarily and knowingly to waive any right each may have to a jury trial to the fullest extent permitted by law.**

Attorneys' Fees. In any action between you and us in court, the prevailing party will be entitled to receive from the other party an amount equal to the reasonable attorneys' fees the prevailing party incurred in bringing or defending the court action.

(b) <u>This subsection (b) applies if you reside in California</u>.

Judicial Reference: Either you or we may ask to settle disputes by judicial reference under the provisions of the California Civil Code, Sections 638-645.1, unless the dispute is part of a class action. **This judicial reference provision limits your ability to ask a court to hear a dispute and your right to a jury trial. By agreeing to judicial reference, you and we waive, and shall not have, any right to a jury trial. You should review this section carefully.** It explains how judicial reference works.

Some Legal Rights May Not Be Available in Judicial Reference: Judicial reference is a proceeding where disputes are decided by a judicial referee. The judicial referee will receive evidence at a hearing and then issue a statement of decision upon which a judgment is based. You and we agree that the referee will have the power to decide all issues of fact and law, to issue a statement of decision, and to provide all legal and equitable relief appropriate based on the evidence provided at the hearing.

- What Disputes Are Covered: Any dispute that arises from or relates to this Agreement, your Account and any transaction involving the Account will be settled by judicial reference unless it is described below in "What Disputes Are Not Covered." This means that disputes about the following are covered:

  - This Agreement, your Account or any transaction involving the Account;

  - Any advertisement, promotion or oral or written statement related to this Agreement or your Account;

  - Any relationships that result from this Agreement (including, as far as applicable law will allow, relationships with third parties who are not parties to this Agreement or this judicial reference provision);

  - The validity, interpretation, scope or enforceability of this Agreement (except for any challenge to the enforceability of this Dispute Resolution section or any dispute about the parts of this subsection (b) about class disputes); and

  - Whether it is too late to settle a dispute because of any statute of limitations, estoppel, waiver, laches or similar legal rule.

  It doesn't matter whether the dispute is based on contract, fraud, tort, intentional tort, statute, regulation, constitution, common law, equity or otherwise. It also doesn't matter when the dispute began (whether before this Agreement, now or in the future). This judicial reference provision will continue to apply after this Agreement ends and/or after you or we close the Account.

- What Disputes Are Not Covered: This judicial reference provision does not cover any dispute:

  - That you or we could take to a small claims court, which usually limits its cases based on the amount of the claim; or

  - About the parts of this judicial reference provision that prohibit class disputes.

- No Class Disputes: A claim by, or on behalf of, other persons will not be considered in, joined with, or consolidated with, the judicial reference proceedings between you and us. Any such claim will be resolved in a court of proper jurisdiction.

- Who Will Serve as Referee: You and we agree that a single referee who is a retired California state or federal court judge shall be appointed by the court under California Code of Civil Procedure 640 and shall preside over the reference proceeding and decide all issues of fact and law. If you and we are unable to agree upon a referee within 10 days of a written request for judicial reference by any party, then any party may ask a court to appoint a referee under the California Code of Civil Procedure, Sections 638 and 640, and may nominate up to three retired state or federal court judges to serve as this referee.

- How To Start a Judicial Reference Proceeding: Either you or we may start a judicial reference proceeding by giving written notice to the other party. At a minimum, this notice must describe the

subject of the dispute and the result requested in the judicial reference proceeding by the party giving the notice.

- When a Party May Ask for Judicial Reference: You or we may ask for judicial reference before or after a lawsuit has been filed. You or we must ask for judicial reference within the statute of limitations that would apply to the same dispute in court. If it is too late to resolve the dispute in court, it is also too late to resolve it in judicial reference.

- What the Referee Must and May Not Do: The referee must:

  - Make decisions and awards based on the evidence and applicable substantive law and the rules of evidence used in federal courts;

  - Make decisions and awards only with respect to claims made by or against you individually;

  - Provide a statement of decision indicating how each dispute was decided, along with a concise written explanation of the basis for the award. The referee's statement of decision must contain written findings of fact and conclusions of law. The court shall enter judgment thereon under California Code of Civil Procedure Sections 644(a) and 645. After this judgment is entered, the decision of the referee shall then be appealable as if made by the court.

  - Not make any award that would require you and us to continue any relationship we may have under this Agreement or otherwise.

- Other Rights and Remedies: Nothing in this judicial reference provision will limit certain other rights you or we may have. This means that you or we could, for example:

  - Get an injunction, which is a court order to stop someone from doing something; or

  - File an interpleader action, which is a type of lawsuit used to decide who owns property that more than one person claims to own.

  If you or we do any of these things or take part in any other court case, it does not affect your or our rights under this judicial reference provision.

- What Happens If Part or All of This Judicial Reference Provision Cannot Be Enforced: If any portion of this judicial reference provision is not enforced other than the "No Class Disputes" section, the remaining portions of it will remain enforceable. This judicial reference provision shall survive termination of this Agreement and the closing of your Account.

Attorneys' Fees. In any action between you and us, regardless of whether the action is in court or in judicial reference, each party must pay its own attorney, expert, and witness fees, regardless of how the dispute is resolved.

California Residents: You understand and agree that interest is compounded under the terms of this Agreement.

Maryland Residents: You have the right under Maryland Commercial Law Code Section 12-510 to receive an answer to a written inquiry concerning the status of your Account. Finance charges will be imposed on the outstanding balances from month to month in amounts or at rates not in excess of those permitted by law.

New Jersey Residents: Because certain provisions of this Agreement are subject to applicable law, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

NOTICE TO THE BUYER - DO NOT SIGN THIS CREDIT AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT. KEEP IT TO

PROTECT YOUR LEGAL RIGHTS.

Signatures:

You: Any handwritten, electronic or digital signature provided by you or any person whom you allow to use the Account on any document in connection with opening or using your Account serves as your signature on this Agreement.

Bank: We have signed this Agreement as follows:
/s/ A. Smith
A. Smith
Vice President
Compass Bank

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 the payment address shown on your bill.

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an 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 any 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 that 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 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.)

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 the payment address shown on your bill.

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.

BBVA Compass Personal Line of Credit Account
Pricing Information as of March 29, 2013

This pricing information is accurate as of the date listed above, but may have changed after that date. You can always find out the most current pricing information by contacting us at: Compass Bank, P.O. Box 2210, Decatur, AL 35699 or 1-800-239-5175.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	Prime* + 3.99% This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	Prime* + 3.99% This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	Prime* + 7.99% This APR will vary with the market based on the Prime Rate.
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	If you are charged interest on purchases, the charge will be no less than $1.
Fees	
Annual Fee	**$40**
Transaction Fees	
• Cash Advance	Either **$10** or **4%** of the amount of each cash advance, whichever is greater (not charged on any cash advance obtained through use of a check)
• Balance Transfer	Either **$10** or **4%** of the amount of each transfer, whichever is greater
• Foreign Transaction	**3%** of each transaction in U.S. dollars
Penalty Fees	
• Late Payment	Up to **$35**
• Over-The-Credit Limit	Up to **$35** (but only if you have authorized transactions over your credit limit)
• Returned Payment	Up to **$25**

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

*For each billing cycle, we use the Prime Rate from *The Wall Street Journal* two business days before the Statement Date for that billing cycle. Your APRs may increase if the Prime Rate increases. If your APRs increase, the amount of interest you will owe and the Minimum Payment Due may increase.

BBVA Compass is a trade name of Compass Bank, a member of the BBVA Group.