

American Arbitration Association
335 Madison Avenue, Floor 10
New York, NY 10017-4605
Website: www.adr.org

JAMS
1920 Main Street Suite 300
Irvine, CA 92614
Website: www.jamsadr.com

The policies and procedures of the selected arbitration firm will apply provided such policies and procedures are consistent with this arbitration agreement. To the extent the arbitration firm’s rules or procedures are different than the terms of this arbitration agreement, the terms of this arbitration agreement will apply.

Waiver of Jury Trial and Class Action Waiver. Unless you opt-out of arbitration, which you have the right to do as described above, you are waiving your right to a jury trial, to have a court decide your Dispute, to participate in a class action lawsuit or class arbitration, and to certain discovery and other procedures that are available in a lawsuit. You and we agree that the arbitrator has no authority to conduct class-wide proceedings and is only authorized to resolve the individual Disputes between you and us. The validity, effect, and enforceability of this waiver of class action lawsuit and class-wide arbitration, if challenged, are to be determined solely by a court of competent jurisdiction and not by the AAA, JAMS, or the arbitrator. If such court refuses to enforce the waiver of class-wide arbitration, the Dispute will proceed in court. The arbitrator has the ability to award all remedies available by statute, at law, or in equity to the prevailing party including but not limited to attorneys fees and costs.

Starting the Arbitration. Any party to a Dispute, including related third parties, may send the other party written notice by certified mail, return receipt requested, of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed.

Selection of Arbitrator. Regardless of who demands arbitration, you shall have the right to select either the American Arbitration Association or JAMS. Their contact information is above. However, the parties may agree to select a local arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association and arbitrate pursuant to such arbitrator’s rules. The party receiving notice of arbitration will respond in writing by certified mail, return receipt requested, within twenty (20) days. If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If related third parties or we demand arbitration, you must notify us within twenty (20) days in writing by certified mail, return receipt requested, of your decision to select one of the Administrators or your desire to select a local arbitrator. If you fail to notify us, then we have the right to select one of the Administrators. In the event that both of the Arbitration organizations mentioned above will not appoint someone to serve as an arbitrator for the Dispute because these organizations no longer administer the type of Dispute or otherwise, either party can petition a court of competent jurisdiction to have the court appoint the arbitrator.

What Rules Apply to the Arbitration. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. (“FAA”), applicable statutes of limitation, and shall honor claims of privilege recognized at law. The parties to such Dispute will be governed by the rules and procedures of the Administrator

selected applicable to consumer disputes to the extent those rules and procedures do not contradict the express terms of this Arbitration Provision, including the limitations on the arbitrator in this Arbitration Provision. You may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.

20. Binding Effect. This Agreement is binding upon and enforceable against your heirs, legal representatives, and successors.

21. Severability. If any provision of this Agreement, including any portion of the arbitration agreement set forth above in Section 18, is determined to be invalid or unenforceable under any rule, law, or regulation, including the Military Lending Act, the validity or enforceability of any other provision of this Agreement shall not be affected, and in lieu of such invalid or unenforceable provision there shall be added automatically, as part of this Agreement, a provision as similar in terms as may be valid and enforceable, if possible. Notwithstanding the foregoing, if a class action litigation or a class-wide arbitration is permitted for any reason, either party may require that the entire Dispute, as defined in Section 18 above, be heard by a judge, sitting without a jury, under applicable court rules and procedures.

22. Foreign Currency Conversion Rate. If you effect a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard will convert the charge into a U.S. dollar amount. Mastercard’s currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by Mastercard, and the government-mandated exchange rate or wholesale exchange rate Mastercard uses for a particular transaction is the rate Mastercard selects for the applicable currency on the day the transaction is processed, which may differ from that applicable to the date the transaction occurred or when it is posted to the cardholder’s Account.

23. Credit Reporting Information. Because you have requested a Card, we are entitled under applicable law, including the Fair Credit Reporting Act, to obtain information about you from a credit reporting agency. We may also verify your credit references and other information that you provide to us. We may obtain updated or additional information about you, including consumer reports, from time to time for any legitimate purpose including, but not limited to, the extension of credit to you or the review or collection of your Account. We will report information about your account to credit bureaus. Late payments, missed payments, or other defaults in your account may be reflected in your credit report. If you believe that our report is inaccurate or incomplete, please write us at the following address: PO Box 84040, Sioux Falls, SD 57118-4040.

Survival. This arbitration provision shall survive: (1) termination or changes to this Agreement, the Account, or the relationship between you and us concerning the Account; (2) the bankruptcy of any party; and (3) any transfer, sale, or assignment of your Account, or any amounts owed on your Account, to any other person or entity.

Applicable Law and Review of Arbitrator’s Award. The arbitrator shall apply applicable federal and Georgia substantive law and the terms of this Agreement. The arbitrator must apply the terms of this arbitration agreement, including without limitation the waiver of class-wide arbitration. The arbitrator shall make written findings and the arbitrator’s award may be filed with any court having jurisdiction. The arbitration award shall be supported by substantial evidence and must be consistent with this Agreement and with applicable law, and if it is not, it may be set aside by a court. The parties shall have, in addition to the grounds referred to in the Federal Arbitration Act (“FAA”) for vacating, modifying, or correcting an award, the right to judicial review of (a) whether the findings of fact rendered by the arbitrator are supported by substantial evidence, and (b) whether the conclusions of law are erroneous under the substantive law of the State of Georgia and applicable federal law. Judgment confirming an award in such a proceeding may be entered only if a court determines that the award is supported by substantial evidence and is not based on legal error under the substantive law of the State of Georgia and applicable federal law.

19. Law that Applies to this Agreement. This Agreement is entered into between you and us in Georgia, and our decisions regarding the extension of credit to you are made in Georgia. Federal and Georgia law (other than its internal conflict of laws rules) will apply to any controversy, claim, or Dispute arising from or relating in any way to the subject matter of this Agreement and your Account, including, without limitation, statutory, equitable, and tort claims.

married: (i) you confirm that this Account is being established, and related obligations incurred, in the interest of your marriage or family; (ii) No provision of a marital property agreement (including a Statutory Individual Property Classification Agreement pursuant to Sec.766.587, Wis. Stats.), a unilateral statement under s. 766.59 or a court decree under s. 766.70 adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred; (iii) you understand and agree that we will provide a copy of this Agreement to your spouse for their information.

NOTICE TO THE BUYER

1. DO NOT SIGN THIS CREDIT AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES.
2. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS CREDIT AGREEMENT.
3. YOU MAY AT ANY TIME PAY MORE THAN THE MINIMUM PAYMENT, OR YOUR ENTIRE BALANCE IN FULL WITHOUT INCURRING ANY ADDITIONAL CHARGE FOR PREPAYMENT.

DEPOSIT AGREEMENT

The Terms and Conditions and Truth in Savings Disclosure which follow below contain the rules which control your “Deposit” in the “Deposit Account”, as those terms are defined in the Mastercard® First Progress or First Latitude Cardholder Agreement (“Cardholder Agreement”) applicable to your secured credit card account (the “Secured Credit Card Account”), and together with any other documents we give you pertaining to your Deposit, are a contract that governs your Deposit with us (“Deposit Agreement”). Please read this carefully. If you sign the Deposit Agreement or open or continue to have your Deposit or Secured Credit Card Account with us, you agree to these rules. If you have any questions, please call us.

TERMS AND CONDITIONS

Unless it would be inconsistent to do so, words and phrases used in this Deposit Agreement should be construed so that the singular includes the plural and the plural includes the singular. In this Deposit Agreement “we”, “us” and “our” refer to Synovus Bank, Columbus, Georgia.

Your Deposit will be held in a comingled Deposit Account with us that is FDIC insured to the extent permitted by law. These terms and conditions that apply to your Deposit and the Deposit Account are in addition to the terms and conditions set forth in your Cardholder Agreement.

This Deposit Agreement is subject to applicable federal laws and the laws of the State of Georgia (except to the extent that this Deposit Agreement can and does vary such rules or laws). If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

INTEREST ON DEPOSIT – Interest will not be paid on your Deposit.

DEPOSITS – We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn “on us”). Deposits must be from a U.S. funding source payable in U.S. Dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our “daily cutoff time” on a Business Day we are open, or received on a day we are not open for business, as if initiated on the next following Business Day that we are open.

WITHDRAWALS – You may not withdraw or transfer funds from the Deposit Account other than by our refund to you of any amounts of your

26. Other Services. You understand that from time to time we may partner with third parties to offer you additional features, services and enhancements, including, but not limited to, credit protection, credit life, disability or unemployment insurance, common carrier travel insurance, credit card registration for lost or stolen credit cards, emergency cash service, address change service, and other travel related services. You understand that we are not liable for these features, services, and enhancements, and they are the sole responsibility of the third parties. You agree to hold us harmless from any claims, actions, or damages resulting from your use of any of these features, enhancements, or services, when permitted by applicable law. If you elect any of the foregoing, you authorize us to charge the premium or fee to the Account as a Purchase.

27. Sale/Assignment/Transfer. We may sell, assign, or transfer all or any portion of your Account or any balances due under your Account without prior notice to you. You may not sell, assign, or transfer your Card or your Account or any of your obligations under this Agreement.

28. Entire Agreement. This Agreement, including the accompanying Summary of Terms, together with your Application, constitutes the final and complete expression of the credit agreement between you and us relating to your Account and supersedes and may not be contradicted by evidence of any prior, contemporaneous, or subsequent oral credit agreement between you and us relating to your Account.

29. USA PATRIOT Act. To help the government fight the funding of terrorism and money laundering activity, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an Account.

What this means to you. When you open an Account we will ask you for your name, address, social security number, date of birth and other information that will allow us to identify you.

30. Refund Disclosure. We will refund your Program Fee if (1) you have not used your Card for a Purchase or Cash Advance; and (2) you have not made a payment on your Account after receiving a monthly billing statement. We will refund any partial payment of the Program Fee if you do not open your Account. Except as described in this paragraph, Fees are generally non-refundable.

31. How to Contact Us. For general inquiries we can be reached in writing at: PO Box 84040, Sioux Falls, SD 57118-4040. Or, you can call our Customer Service Department at 866-706-5543. Payments should be mailed to the address listed on your Billing Statement.

25. Servicing Account. You authorize us or any of our agents to contact you at any of the telephone numbers you have listed on your credit application or any other number you provide to us, including a ported landline, regarding payments due or other information about your Account. You authorize us to leave a message with a person or on a voice mail service that answers the numbers you have provided to us. You also authorize us to send U.S. postal mail or email to the addressee you provide to us on your credit application or otherwise. We can also contact other persons you have listed on your credit application to find out information about you and how to contact you in the event we are unsuccessful in contacting you as described above. If you have agreed to accept text messages from us on your mobile, cellular telephone or similar devices, we can contact you using text messages. You authorize us to call using an automated telephone dialing system and/or prerecorded messages. You also authorize us to send you emails to any address where we can reasonably believe we can contact you. You may be charged by your wireless provider to receive text messages.

Deposit remaining in the Deposit Account after your Secured Credit Card Account is closed and all amounts you owe on that Account or otherwise owe under the Cardholder Agreement are paid in full and the time period restrictions provided for in the “Security Interest” section of the Cardholder Agreement have been satisfied. You are not permitted to initiate electronic transfers to or from the Deposit Account. Each obligor (if there are more than one) (until we receive written notice to the contrary) authorizes each other obligor signing the Cardholder Agreement to endorse any item payable to an obligor or obligor’s order for deposit to the Deposit Account or any other transaction with us.

AMENDMENTS AND TERMINATION – We may change any term of this Deposit Agreement at any time by giving you reasonable notice in writing or by any other method permitted by law. We may also return your Deposit at any time upon reasonable notice to you and tender of the Deposit balance personally or by mail. Notice from us to any one of you is notice to all of you.

STATEMENTS – We will not send you statements for the Deposit in the Deposit Account.

ACCOUNT TRANSFER – This account may not be transferred without our prior written consent.

TRUTH IN SAVINGS DISCLOSURE

Minimum Balance Requirements. To open the account, you must deposit at least \$200 to open this account.

Transaction Limitations. After your initial deposit, subsequent deposits into your Deposit Account may be made only (i) with our express approval and (ii) by paper check mailed to us at the address we specify at the time of approval. A deposit will not be reflected in your Deposit Account until we are assured that the deposit has not been dishonored. This payment hold may take up to ten (10) days. You may not withdraw or transfer funds from the Deposit Account other than by our refund to you of any amounts of your Deposit remaining in the Deposit Account, after your Secured Credit Card Account is closed and all amounts you owe on that Account or otherwise owe under the Cardholder Agreement are paid in full and the time period restrictions provided for in the “Security Interest” section of the Cardholder Agreement have been satisfied. You are not permitted to initiate electronic transfers to or from the Deposit Account.

26. Other Services. You understand that from time to time we may partner with third parties to offer you additional features, services and enhancements, including, but not limited to, credit protection, credit life, disability or unemployment insurance, common carrier travel insurance, credit card registration for lost or stolen credit cards, emergency cash service, address change service, and other travel related services. You understand that we are not liable for these features, services, and enhancements, and they are the sole responsibility of the third parties. You agree to hold us harmless from any claims, actions, or damages resulting from your use of any of these features, enhancements, or services, when permitted by applicable law. If you elect any of the foregoing, you authorize us to charge the premium or fee to the Account as a Purchase.

27. Sale/Assignment/Transfer. We may sell, assign, or transfer all or any portion of your Account or any balances due under your Account without prior notice to you. You may not sell, assign, or transfer your Card or your Account or any of your obligations under this Agreement.

28. Entire Agreement. This Agreement, including the accompanying Summary of Terms, together with your Application, constitutes the final and complete expression of the credit agreement between you and us relating to your Account and supersedes and may not be contradicted by evidence of any prior, contemporaneous, or subsequent oral credit agreement between you and us relating to your Account.

29. USA PATRIOT Act. To help the government fight the funding of terrorism and money laundering activity, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an Account.

What this means to you. When you open an Account we will ask you for your name, address, social security number, date of birth and other information that will allow us to identify you.

30. Refund Disclosure. We will refund your Program Fee if (1) you have not used your Card for a Purchase or Cash Advance; and (2) you have not made a payment on your Account after receiving a monthly billing statement. We will refund any partial payment of the Program Fee if you do not open your Account. Except as described in this paragraph, Fees are generally non-refundable.

31. How to Contact Us. For general inquiries we can be reached in writing at: PO Box 84040, Sioux Falls, SD 57118-4040. Or, you can call our Customer Service Department at 866-706-5543. Payments should be mailed to the address listed on your Billing Statement.

Your Billing Rights: Keep this Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find a Mistake on Your Statement

If you think there is an error on your statement, write to us at:

Synovus Bank
PO Box 84040
Sioux Falls, SD 57118-4040

In your letter, give us the following information:

- Account information: Your name and he last four digits of the 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 the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

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

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

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

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

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

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

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your