

**MASTERCARD® First Progress  
CARDHOLDER AGREEMENT**

FPCA-010516-010516

**NEW YORK RESIDENTS:  
RETAIL INSTALMENT CREDIT AGREEMENT**

Dear Cardmember:

This agreement ("Agreement" or "Cardholder Agreement"), as modified from time to time, will govern the use of your First Progress MasterCard Account ("Account") by any person designated on the application, acceptance certificate or other written document (including an electronic record) that you signed or otherwise submitted for this Account ("Application"), which is part of this Agreement and incorporated herein by reference. The accompanying Summary of Terms is hereby incorporated into and made a part of this Agreement. Before you use any credit card ("Card") that we issue to you, please thoroughly read this Agreement, including the accompanying **Summary of Terms** and the following additional documents, which are part of this Agreement and incorporated herein by reference: (i) the card mailer provided with your Card(s) when we opened your Account ("Card Mailer"), (ii) your most recent cardholder statement (existing Accounts only), and (iii) any notification of changes to your Account (existing Accounts only). If you do not wish to be bound by this Agreement or to activate the Account, do not use the Card and cut the Card in half and return it to us at First Progress Card, PO Box 9053, Johnson City, TN 37615-9053. Any acceptance, signing or use of the Card or Account will constitute your consent and agreement to all terms, conditions and provisions set forth below (in New York, you must sign a sales slip or memorandum). If you elect to close your Account and notify us in writing before you make any charges for Purchases or Cash Advances to your Account or pay any Fees, including the Annual Fee, you will not be responsible for any Fees, including the Annual Fee, or any Interest. In such a case, any Fees or Interest charged will be credited back to your Account. New York Residents: You will not be required to pay any annual fee until after the date that you first sign a sales slip or memorandum.

Please save this Agreement for future reference. It contains important state and federal disclosures, including Regulation Z disclosures and disclosures regarding your rights in case of errors or inquiries about your bill.

In this Agreement, "we", "us", and "our" refer to Synovus Bank, 1125 1st Avenue, Columbus GA 31901, the issuer of the Card, and to its successors and assigns. The words "you" and "your" refer to the person who applied for the Account, any co-signer, co-obligor or guarantor, and each person to whom we issue a Card at your request or who uses a Card with your consent (an "Authorized User"). The words "Business Day" mean any day (excluding Saturday and Sunday or legal holiday) on which banking institutions are open for general business in Georgia. "Purchases" mean using your Card or Account to pay for goods or services. "Cash Advance" means using your Card or Account to get cash from ATMs or banks that accept the card or by using cash advance checks ("Convenience Checks") we may provide to you. "Interest" means the interest charges we impose on a Purchase or Cash Advance or on Fees or previously accrued interest charges. "Fees" means other amounts added to your Account from time to time, including Cash Advance Fees, Foreign Transaction Fees, Late Fees, Annual Fees, Returned Payment Fees, and other fees we charge as specified in this Agreement. "Finance Charge" includes both Interest and certain Fees.

This Agreement becomes effective on the date (the "Effective Date") we establish your Account and your Deposit Account following the last to occur of (i) our receipt and approval of your Application, and (ii) our receipt and final collection of good funds comprising your payment of your initial Deposit (in New York, on the date that you first sign a sales slip or memorandum after receipt of the Agreement, if not an existing customer).

To avoid unauthorized use of your Card, please sign the back of your Card immediately.

In the "Security Interest" section that follows next, "Cardholder Agreement" refers to this Agreement, including the Security Interest section.

**Security Interest.** As a condition to approving an Account for you, you must maintain a deposit with us of not less than \$200 (the "Deposit"). Your Deposit will be held in a comingled non-interest bearing deposit account with other customers' deposits ("Deposit Account"). The Deposit Account is insured by the Federal Deposit Insurance Corporation to the extent permitted by law. You grant us a security interest in and pledge and assign to us that portion of the Deposit Account represented by your Deposit, including any funds deposited following the Effective Date of your Cardholder Agreement, to secure payment of all of your existing and future obligations under your Cardholder Agreement and on your Account (the "Security Interest"). Except for the Security Interest you are providing us, you shall cause the Deposit to remain unencumbered (i.e. not subject to any lien, judgment, attachment or execution). You may add funds to the Deposit Account only with our approval. If we approve such addition of funds, they must be mailed to us using a paper check at the address we specify at the time of approval. You are not permitted to initiate electronic transfers to or from the Deposit Account. You may not withdraw or transfer funds from the Deposit Account other than by our refund to you of any amounts remaining of your Deposit after your Account is closed and each of the following have occurred: (i) all amounts owed to us on your Account or otherwise owed under your Cardholder Agreement are paid in full, (ii) we receive from you all unexpired Cards, cut in half, and (iii) a period of up to 10 weeks

has elapsed since your Account was closed and your unexpired Cards returned to us, during which we may retain any amounts remaining of your Deposit to allow for any outstanding transactions to be posted to your Account. If you or we close your Account for any reason, or you are in Default (as provided in your Cardholder Agreement), you authorize us, to the extent not prohibited by law, to apply all or any part of your funds in the Deposit Account towards the outstanding balance of your Account and any other amounts owed under your Cardholder Agreement without giving you prior notice. If we choose not to, or otherwise fail to apply your funds in the Deposit Account towards amounts owed on the Account or otherwise owed under your Cardholder Agreement, you agree that: (a) we do not thereby waive any right we have to do so at any later time, and to the extent not prohibited by law we may so apply such funds at any time, in our sole discretion; and (b) you are not thereby excused from the performance of any obligation owing with respect to the Account or otherwise under your Cardholder Agreement. However, if the Account is closed by you or by us for any reason, and we fail to apply your funds in the Deposit Account towards amounts owed on the Account or otherwise owed under your Cardholder Agreement, you may request in writing that we apply your funds in the Deposit Account towards such amounts. We will honor any such written request within 10 days after we receive it at PO Box 9053, Johnson City, TN 37615-9053. If the amount of your funds in the Deposit Account exceeds the amount you owe us, then, we will refund to you any amounts of your Deposit remaining in the Deposit Account after all obligations owed to us are satisfied subject to the time period restrictions described above. Except for your Deposit in the Deposit Account, we do not have a security interest in any other of your property in connection with your Account. Funds in the Deposit Account are not held in trust for the Cardholder.

**1. Using Your Card.** You may use your Card to make Purchases or obtain Cash Advances if your Account is in good standing and you have Available Credit, as defined in Section 2 below. If you give your Account number to make a Purchase or obtain a Cash Advance without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if the Card itself was used by you. If we, at our option, give you a Personal Identification Number (PIN), you may also use your Card and a PIN to obtain Cash Advances at any automated teller machine ("ATM") that bears the MasterCard logo. We may impose restrictions on your Account at any time, including restrictions on (a) the number of transactions allowed per day; (b) the dollar amount of transactions approved; (c) your ability to obtain Cash Advances; and (d) your ability to use your Card at an ATM.

You agree to use your Account only for personal, family or household purposes. Your Account may be used only for valid and lawful purposes. If you use, or allow someone else to use, your Card and Account for any other purpose, you will be responsible for such use and may be required to reimburse us for all amounts or expenses we pay as a result of such use. You may not use the Card or your Account for any illegal transaction or any gambling transaction. We will decline identifiable gambling transactions.

You should not keep your PIN with your Card. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately, following the procedures under the heading "Lost or Stolen Card."

**2. Credit Limit and Available Credit.** The maximum permitted outstanding balance for your Account (including principal, accrued interest and fees, whether billed or unbilled) is your credit limit ("Credit Limit"). Your credit available ("Available Credit") is the Credit Limit less your outstanding balance and any amounts we at our sole discretion may add to keep your outstanding balance

below your Credit Limit, such as Interest Charges and Fees incurred but not yet billed. The initial Credit Limit for your Account will be equal to the amount of the Deposit that you make with us, which must be at least \$200 (see "Security Interest" above). However, if you choose to deposit more than \$200, your initial deposit and corresponding Credit Limit must be at least \$300 and may not exceed \$2,000, or any higher amount stated in the solicitation or application. Your initially available credit will be equal to your initial Credit Limit, less the Annual Fee in the amount specified in the accompanying Summary of Terms, imposed after your Account is opened. For example, if your initial Credit Limit is \$200 and if your Annual Fee specified in the accompanying Summary of Terms is \$44, your initially available credit would be \$156. (The renewal Annual Fee, when imposed annually thereafter, would also reduce your then available credit by \$44.) Or, for example, if your initial Credit Limit is \$200 and if your Annual Fee specified in the accompanying Summary of Terms is \$39, your initially available credit would be \$161. (The renewal Annual Fee, when imposed annually thereafter, would also reduce your then available credit by \$39.) Or, for example, if your initial Credit Limit is \$200 and if your Annual Fee specified in the accompanying Summary of Terms is \$29, your initially available credit would be \$171. (The renewal Annual Fee, when imposed annually thereafter, would also reduce your then available credit by \$29.) Your Credit Limit may be increased only with our approval. For cardholders under the age of 21 with a co-signer, the co-signer must sign a written statement approving the increase and taking responsibility for repayment of the increase. If we approve your request to do so, your Credit Limit and Available Credit may be increased by your making an additional deposit with good funds to your Account, by mailing them to us at the address we specify at the time of approval. We may choose to increase your Credit Limit without requiring you to add to the Deposit Account. Any increases in your Credit Limit are subject to credit approval. The maximum Credit Limit you can obtain over time is \$5,000.

Payments you make on your Account will not increase your Available Credit until we are assured that the payment has not been dishonored. This payment hold may take up to ten (10) days (see "Credit Availability/Payment Hold" below at Section 5). You agree not to make any Purchase or obtain any Cash Advance that would cause the unpaid principal balance of your Account to exceed your Available Credit. We are not required to allow you to make Purchases or Cash Advances that, along with billed and unbilled Finance Charges and Fees, would cause your outstanding Account balance to exceed your Credit Limit, but, if we do, you will be liable for any such amount. If you exceed your Credit Limit, we may, at our option, (i) charge you for all Purchases and Cash Advances without giving up any of our rights (ii) require that you immediately pay to us any amount in excess of your Credit Limit, or (iii) suspend or terminate your use of the Card or Account. If you request that your Credit Limit be increased either permanently or temporarily, we have no obligation to do so; however, we may make such an increase if we choose without giving up or waiving any of our rights, and without having to honor other uses which would cause your Credit Limit to be exceeded. We may permanently increase or decrease your Credit Limit as we deem appropriate with notice if required by applicable law.

Changes in your Credit Limit do not affect your obligation to pay all amounts that you owe under this Agreement.

**3. Billing Statement, Initial Annual Fee and Credit Availability.** The initial Annual Fee in the amount specified in the accompanying Summary of Terms will be billed to your Account following Card issuance and will appear on your monthly billing statement ("Billing Statement"). Your current Credit Limit and Available Credit will appear on each Billing Statement. Payments you make on your Account will not increase your Available Credit until we are assured that the payment has not been dishonored. This payment hold may take up to ten (10) days (see "Credit Availability/Payment Hold" below at Section 5).

**4. Payments.** You promise to pay us for all Purchases or Cash Advances (including amounts advanced to any Authorized User) under this Agreement, plus all Interest, Minimum Interest Charges and Fees assessed on those amounts, and all other costs that are applied to your Account. You may at any time pay more than the minimum payment due or pay the total unpaid balance in full without incurring any additional charge for prepayment. You must pay at least the minimum payment due each month ("Minimum Payment Due") as shown on your Billing Statement so that we receive it at our processing facility by 5:00 P.M. Eastern Time on your Payment Due Date. The Payment Due Date will be at least twenty-five (25) days after the Billing Cycle Closing Date and will be the same date of each calendar month. All payments must be made in U.S. dollars, and all checks or other items tendered in payment must be drawn on a U.S. financial institution. Payments must be made in accordance with any other instructions shown on the Billing Statement. Payments by mail must be by check or money order

and accompanied by the remittance coupon from your Billing Statement. Payments received in proper form at our processing facility by 5 PM Eastern Time on any day will be credited to your Account as of that day. Payments received in proper form at our processing facility after 5 PM Eastern Time on any day will be credited to your Account as of the next day. Payments received by any other method may be subject to a delay in crediting of up to 5 days after the date of receipt. Payments are not accepted at Synovus Bank locations. Delayed crediting of payments may cause you to incur additional charges, including, but not limited to, a Late Fee and additional Interest charges. The Minimum Payment Due will equal the greater of \$38 or 5% of your outstanding balance, plus any past due amount and any balance in excess of your Credit Limit.

Payments will be applied from time to time in any manner that we determine to be in accordance with applicable law, but will ordinarily be applied to Interest, Fees, and other charges before principal balances. Payments in excess of the Minimum Payment Due will be applied, in accordance with applicable law, to your highest rate balances. Payments you make on your Account will not increase your Available Credit until we are assured that the payment has not been dishonored. This payment hold may take up to ten (10) days (see "Credit Availability/Payment Hold" below at Section 5).

**Paying by Check.** If you pay by check, you authorize us to use information on your check to make a one-time electronic debit from your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check; no additional amount will be added to the electronic debit. We will process your payment using the Automated Clearing House (ACH) system. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment. Electronically processed checks (and checks presented electronically) are not returned to you by your bank, but a copy can be retrieved by contacting your bank. We will retain an image of your electronically processed check as required by law. Please contact the Customer Service Department at the telephone number on your Billing Statement if you have questions about electronic check conversion or if you prefer not to have your check information used in this way.

**Stopping Convenience Check Payments:** You agree to notify us in writing sufficiently in advance to request that we stop payment on a Convenience Check. We may, but are not required to, accept an oral stop payment request. Although we may attempt to stop payment, we are under no liability for failure to stop payment.

**5. Credit Availability/Payment Hold.** For all payments, depending on the payment amount and/or how long your Account has been opened, and if you have previously made a payment that was not honored for any reason, such payment will not increase your Available Credit until

we are assured that the payment has not been dishonored. This payment hold may take up to ten (10) days. If you use a payment service provided by a third party to deliver your payment to us, that third party may charge you a fee for such service; such third party fees are not paid to us and we will not bill these fees to your Account; however, you may authorize those charges if you wish.

**6. Irregular Payments and Delay in Enforcement, Waivers and Releases.** We can accept late payments, partial payments, checks, and money orders marked "paid in full" or language having the same effect without losing any of our rights under this Agreement. We are under no obligation to hold a post dated check and we reserve the right to process every item presented as if dated the same date received by us unless you give us adequate notice and a reasonable opportunity to act on it. Except where such notice and opportunity is given, you may not hold us liable for depositing any postdated check. You agree not to send us partial payments marked "paid in full," "without recourse," or similar language. If you send such a payment, we may accept it without losing any of our rights under this Agreement. **All written communications concerning disputed amounts, including a check or other payment instrument that (a) indicates that the payment constitutes "payment in full" or is otherwise tendered as full satisfaction of a disputed amount, or (b) is tendered with other conditions or limitations, must be marked or delivered to us at the address for account inquiries shown on your Billing Statement, not the Payment Address.**

**7. Billing Statements.** We will promptly send a Billing Statement at the end of each monthly Billing Cycle if your Account has a debit or credit balance greater than \$1.00 or if a Finance Charge has been imposed. The Billing Statement will show the Previous Balance, Purchases and Cash Advances posted during the Billing Cycle, any Interest Charges, Other Charges and fees, and all payments, debits, and credits to your Account through the Billing Cycle Closing Date. It will also show, among other things, your New Balance, the Minimum Payment Due, and the Payment Due Date (which will be at least twenty-five (25) days after the Billing Cycle Closing Date).

**8. Lost or Stolen Card.** If you notice the loss or theft of your Card or a possible unauthorized use of your Card, write to us at **First Progress Card**, PO Box 9053, Johnson City, TN 37615-9053 or call us toll free at 1-866-706-5543. You will not be liable for any unauthorized use of your Card that occurs after you notify us. In any case, your liability will not exceed \$50.00. In New York, you will not be liable for unauthorized use of the Card that occurs prior to the Effective Date.

**9. Paying Interest.** Interest accrues on Purchases beginning on the date a Purchase is posted to your Account. However, interest will not be imposed on Purchases we post to your Account in any Billing Cycle in which the Previous Balance shown on your Billing Statement for that Billing Cycle is zero or paid in full by

the Payment Due Date during that Billing Cycle, if you pay your New Balance in full by the Payment Due Date shown on that Billing Statement. Interest accrues on Cash Advances beginning on the transaction date. There is no time within which you can pay the balance of a Cash Advance to avoid Interest. *How to Avoid Paying Interest on Purchases:* Your Payment Due Date is at least 25 days after the close of each Billing Cycle. We will not charge you any Interest on Purchases if you pay your entire New Balance by the Payment Due Date each month.

**How We Compute the Annual Percentage Rate (APR) and Daily Periodic Rate.** The APR for Purchases and the APR for Cash Advances are calculated by adding the Margins disclosed in the accompanying Summary of Terms to the Prime Rate reported in The Wall Street Journal on the first Tuesday of every month, or if The Wall Street Journal is not published on that day, on the next publication day. APRs are adjusted monthly, effective as of the first day of your first Billing Cycle ending on or after the date of the Prime Rate change. APRs will vary with the market based on variations in the Prime Rate. The applicable Daily Periodic Rate will be equal to  $1/365$  of the applicable APR. The accompanying Summary of Terms shows the Daily Periodic Rates and corresponding APRs determined under the above formula, as of the date specified in the Summary of Terms. If the Prime Rate increases the Daily Periodic Rate and corresponding Annual Percentage Rate under the above formula may increase. As a result, the Interest Charges, the Minimum Payment Due and the number of payments may also increase.

**Minimum Interest Charge.** If your Account is subject to an Interest charge during any Billing Cycle, the Minimum Interest Charge will be \$1.50, if the calculated Interest charge would otherwise be less.

**How We Compute the Balance Subject to Interest Rate.**

Interest for a Billing Cycle is calculated separately for Purchase and Cash Advance balances. Convenience Checks are included in the Cash Advance balance. For each balance type we use the daily balance method (including current transactions). For each balance type, we figure the interest charge on your account by applying the applicable Daily Periodic Rate to the applicable "daily balance" of your account for each day in the Billing Cycle. To get the "daily balance" for Purchases, we take the beginning Purchases balance of your account each day (including any unpaid Interest, Minimum Interest Charges and Fees), add any new Purchases and Fees, and any Interest accrued on the previous day's daily balance, and subtract the applicable portion of any new payments or credits. To get the "daily balance" for Cash Advances, we take the beginning Cash Advances balance of your account each day (including any unpaid Interest and Fees), add any new Cash Advances and Fees, and any Interest accrued on the previous day's daily balance, and subtract the applicable portion of any new payments or credits. (All Fees are included in the Purchases

daily balance except Cash Advance Fees and Foreign Transaction Fees related to Cash Advances, which are included in the Cash Advances daily balance.) The total Interest for the Billing Cycle is the sum of the daily interest charges for each balance type for each day during that Billing Cycle. Your Billing Statement will show a Balance Subject to Interest Rate for each balance type. That Balance Subject to Interest Rate is the average of the daily balances during the Billing Cycle, which is their sum divided by the number of days in the Billing Cycle.

The method we use to figure the daily balance and Interest results in daily compounding of interest.

## 10. Fees

**Cash Advance Fee.** In addition to the periodic Interest on Cash Advances, a Cash Advance Fee as specified in the accompanying Summary of Terms will be posted to your Account, and such fee is included in your daily balance for Cash Advances for the purpose of calculating Interest. The Cash Advance Fee is a Finance Charge.

**Foreign Transaction Fee.** We will assess a Foreign Transaction Fee as specified in the accompanying Summary of Terms for any transaction made in a foreign currency that is converted to U.S. dollars by MasterCard International. This Foreign Transaction Fee will be applied to all transactions posted to your Account in a foreign currency, including all Purchases, Cash Advances, and returns and adjustments (e.g., for returned merchandise) and for the purpose of calculating Interest is included in the daily balance for the same daily balance type (e.g., Purchases or Cash Advances) as the transaction to which the Foreign Transaction Fee relates. A portion of each Foreign Transaction Fee is passed on by us to MasterCard International in connection with each foreign transaction. The Foreign Transaction Fee is a Finance Charge.

**Other Fees.** The following fees will be charged to your Account as a Purchase for the purpose of calculating Interest:

**Annual Fee:** Your Account will be assessed an Annual Fee as specified in the accompanying Summary of Terms after your Account is opened and annually thereafter. The Annual Fee is non-refundable except as provided in Section 13 below. Your payment of the Annual Fee does not affect our right to close your Account or to limit your ability to make transactions on your Account.

**Late Payment Fee.** If we do not receive at least the Minimum Payment Due by the Payment Due Date shown on your Billing Statement, you will be charged a Late Payment Fee of up to \$27.00 (up to \$38.00 if you have been subject to a Late Payment Fee during any of the preceding six Billing Cycles). We may also refer to this Fee as the "late fee" or "late charge."

**Returned Payment Fee.** If your payment by check or

other payment instrument (including an electronic funds transfer or a telephone authorized draft) is not honored for any reason or cannot be processed, we will charge a Returned Payment Fee of up to \$27.00.

**Billing Statement Copy Fee.** If you request an additional copy of a Billing Statement that is more than six (6) months old, we will charge you a Billing Statement Copy Fee of \$1.00 for each Billing Statement requested to the extent not prohibited by law.

**Expedited Telephone Payment Fee.** We may make available at our customer service number an expedited telephone payment service involving assistance by one of our associates or agents. We will charge a \$10.00 Expedited Telephone Payment Fee for each expedited payment authorized by telephone in this way.

**11. Default/Collection Costs.** Subject to the limitations of applicable law, your Account will be in default ("Default"), and we may demand immediate payment of the entire amount you owe us without giving you prior notice, if: (a) your Minimum Payment Due is not received by the Payment Due Date; (b) you make Purchases or obtain Cash Advances in excess of your Credit Limit; (c) you become insolvent or are a party to a bankruptcy proceeding; (d) you die; (e) you misuse the Account or Card or violate any term of this Agreement; (f) any judgment or lien is filed against you or the Deposit; (g) to the extent permitted by law, we reasonably believe that your ability to repay your obligations to us has been materially impaired; (h) you fail to honor any of the terms or your promises made in this Agreement, or (i) you provide us with any false or misleading information or signatures on the Application or in any other communication with us or on any other account with us. We shall also have the right to all remedies provided by law including, without limitation, closing or refusing to renew your Account and demanding return of your Card(s). Our failure to declare your Account in default does not excuse you from performing all of your obligations under this Agreement, and such failure shall not constitute a waiver of our rights to declare the Account in default and terminate your ability to use the Account and the Card at a later time or upon the occurrence of the same or a different event of default.

If we refer your Account for collection to an attorney who is not our regularly salaried employee, you agree to pay the reasonable fees of such attorney and, whether or not an attorney is retained, all court and other collection costs, including any amounts actually incurred by us in recovering your Card(s), to the greatest extent not prohibited by law.

**12. Refusals to Honor Card.** We are not responsible if any bank, merchant or other person refuses to honor your Card. Except as otherwise required by law or regulations, we will not be responsible for merchandise or services purchased through use of your Card.

### 13. Account Closing Prior to Use; Annual Fee Refund.

If you elect to close your Account and notify us in writing before you make any charges for Purchases or Cash Advances to your Account or pay any Fees, including the Annual Fee, you will not be responsible for any Fees, including the Annual Fee, or any Interest. In such a case, any Fees or Interest charged will be credited back to your Account. (New York Residents: You will not be required to pay any Fee, including the Annual Fee, or any Interest until after the date that you first sign a sales slip or memorandum.) Except as provided above, to the extent not prohibited by law the Annual Fee is non-refundable unless, in the case of a renewal Annual Fee, you sent us written notice of termination in accordance with (and within the 30 day period specified in) our annual renewal notice sent to you prior to your Billing Cycle in which the renewal Annual Fee is billed. However, if we close your Account for a reason other than at your request and other than for your Default, as set forth in Section 11 above, you will be entitled to a pro-rata refund of the portion of your Annual Fee which corresponds to the remaining portion of the annual period for which the Annual Fee was imposed.

**14. Termination.** You or we may close your Account or terminate your privileges under this Agreement or cancel or limit your privileges to make Purchases or obtain Cash Advances at any time, with or without cause, subject to applicable notice requirements. **If you or we terminate your Account, you promise that any amounts that you owe us at the time of termination, plus any new Purchases or Cash Advances, plus any Interest Charges, other Finance Charges and other Fees and charges that will continue to be imposed at the rates and in the amounts specified in this Agreement, will be repaid according to this Agreement.** You agree that you will not try to make any Purchases or obtain Cash Advances after you have been notified that your privileges to use your Account have been canceled. To terminate your Account, you must give us written notice of your intent to terminate your Account at the address for inquiries shown on your Billing Statement. Your notice of termination will become effective as soon as we can reasonably act on it. If you or we close your Account for any reason, you authorize us, to the extent not prohibited by law, to apply all or any part of your funds in the Deposit Account towards all amounts owed on the Account or otherwise owed under this Agreement, as provided above under "Security Interest".

**15. Notices.** We will send Billing Statements and any other notices to you at the address shown in our files. You promise to inform us promptly in writing of any change in your address or other contact information. Any written notice from you to us regarding this Agreement or your Account must be sent to us at First Progress Card, PO Box 9053, Johnson City, TN 37615-9053 or call us toll free at 1-866-706-5543, or to such other address as we may give you, and shall be effective only when received by us at such address. In determining your last known address, we can accept address corrections received from the U.S. Postal Service.

**16. Changes in Agreement Terms.** We can change any term of this Agreement, including the rate at which or manner in which Interest Charges or other Finance Charges or Fees are calculated, in our sole discretion, upon such notice to you, if any, as is required by law. Changes in Interest Charges or other Finance Charges or Fees will apply to all new activity on your Account once the change is effective, and may apply to your outstanding balance when not prohibited by law.

### 17. Arbitration.

**PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. UNLESS YOU EXERCISE YOUR RIGHT TO OPT-OUT OF ARBITRATION IN THE MANNER DESCRIBED BELOW, YOU AGREE THAT ANY DISPUTE WILL BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO HAVE A JURY TRIAL, TO ENGAGE IN DISCOVERY (EXCEPT AS MAY BE PROVIDED FOR IN THE ARBITRATION RULES), AND TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS OR IN ANY CONSOLIDATED ARBITRATION PROCEEDING OR AS A PRIVATE ATTORNEY GENERAL. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE IN ARBITRATION.**

**Agreement to Arbitrate.** You and we agree that any Dispute (defined below) will be resolved by Arbitration. This agreement to arbitrate is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and the substantive law of the State of Georgia (without applying its choice-of-law rules).

**What Arbitration Is.** "Arbitration" is a means of having an independent third party resolve a Dispute. A "Dispute" is any claim or controversy of any kind between you and us. The term Dispute is to be given its broadest possible meaning and includes, without limitation, all claims or demands (whether past, present, or future, including events that occurred prior to the opening of this Account and whether or not a credit card is issued), based on any legal or equitable theory (contract, tort, or otherwise) and regardless of the type of relief sought (i.e., money, injunctive relief, or declaratory relief). A Dispute includes, by way of example and without limitation, any claim based upon a federal or state constitution, statute, ordinance, regulation, or common law, and any issue concerning the validity, enforceability, or scope of this arbitration agreement.

**Opt-Out of Arbitration.** You may opt-out or reject arbitration by sending a notice ("Rejection Notice") that we receive within forty-five (45) Business Days after the Effective Date. Any Rejection Notice must be signed by you and must include your name, address, telephone number and last four digits of the Account number.

**Where to Send Notice to Opt-out of Arbitration.** You must mail the Rejection Notice by certified mail return receipt requested or send it by messenger service (such as Federal Express) to us at First Progress Card, PO Box 9053, Johnson City, TN 37615-9053. In the event of any dispute concerning whether you have provided a Rejection Notice within the time permitted, you must provide a signed receipt confirming that you sent it to us in time. This is the only method you can use to reject this arbitration provision.

**How Arbitration Works.** If a Dispute arises, the party asserting the claim or demand must initiate arbitration, provided you or we may first try to resolve the matter informally or through customary business methods, including collection activity. The party filing for arbitration must choose either of the following arbitration firms for initiating and pursuing arbitration: the American Arbitration Association (“AAA”) or JAMS, The Resolution Experts (“JAMS”) (collectively “Administrators”). If the parties mutually agree, a private party, such as a retired judge, may serve as the arbitrator. If you claim you have a Dispute with us, but do not initiate for arbitration or select an arbitrator, we may do so. You may obtain copies of the current rules of each of the arbitration firms and forms and instructions for initiating for arbitration by contacting them as follows:

American Arbitration Association 335 Madison Avenue, Floor 10 New York, NY 10017-4605  
Website: [www.adr.org](http://www.adr.org)  
JAMS 1920 Main Street Suite 300 Irvine, CA 92614  
Website: [www.jamsadr.com](http://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

**Other Arbitration Rules.** In addition to the parties’ rights to obtain discovery pursuant to the applicable arbitration rules, either you or us may submit a written request to the arbitrator to expand the scope of discovery normally allowed under the rules of the Administrator selected. The arbitrator shall have discretion to grant or deny such request. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In conducting the arbitration, the arbitrator shall not apply any federal rules of civil procedure or evidence.

**Payment of Arbitration Fees.** If you demand arbitration, then at your request we will pay your portion of the

expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees but not attorneys' fees or costs (collectively the "Arbitration Fees"). If related third parties or we demand arbitration, then at your written request we will pay your portion of the Arbitration Fees. Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such as witness and expert witness fees provided that we will pay your attorney's fees and costs if the arbitrator determines that under the law we are required to pay them.

**Location of Arbitration.** The arbitration hearing will be conducted in the county of your residence, within 30 miles from such county, or in such other place as shall be ordered by the arbitrator.

**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 fled 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.

**18. 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.

**19. Binding Effect.** This Agreement is binding upon and

enforceable against your heirs, legal representatives, and successors.

**20. Severability.** If any provision of this Agreement, including any portion of the arbitration agreement set forth above in Section 17, is determined to be invalid or unenforceable under any rule, law, or regulation, 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 17 above, be heard by a judge, sitting without a jury, under applicable court rules and procedures.

**21. 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.

**22. 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: First Progress Card, PO Box 9053, Johnson City, TN 37615-9053.

**23. Call Monitoring/Recording.** You authorize us and any third party servicing your Account to listen to and record telephone calls between you and us and telephone calls between you and any third party service provider, in order to evaluate the quality of service or for any other lawful purpose.

**24. 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 addresses you provide to us on your credit application or otherwise. We can also contact other persons you have listed on your credit application to find out information about you and how to contact you in the event we are unsuccessful in contacting you as described above. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. How to Contact Us.** For general inquiries we can be reached in writing at: First Progress Card, PO Box 9053, Johnson City, TN 37615-9053. Or, you can call our Customer Service Department at 1-866-706-5543. 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 9053, Johnson City, TN 37615-9053

In your letter, give us the following information:

- **Account information:** Your name and the 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 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:

Synovus Bank  
PO Box 9053, Johnson City, TN 37615-9053

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

report you as delinquent.

#### **STATE NOTICES**

SERVICE CHARGES NOT IN EXCESS OF THOSE PERMITTED BY LAW WILL BE CHARGED ON YOUR OUTSTANDING BALANCE FOR EACH BILLING CYCLE.

YOU MUST MAINTAIN A DEPOSIT ACCOUNT AS SECURITY FOR THIS CREDIT CARD ACCOUNT, AND SHALL GRANT US A SECURITY INTEREST IN THIS DEPOSIT ACCOUNT.

CALIFORNIA RESIDENTS: A married applicant may apply for a separate account.

CALIFORNIA AND NEVADA RESIDENTS: Pursuant to this Agreement, interest is compounded on unpaid amounts.

MARYLAND RESIDENTS: Finance Charges will be imposed in amounts or at rates not in excess of those permitted by law. You have the right under Section 12-510 of the Commercial Law Code to receive an answer to a written inquiry concerning the status of your account.

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, except for clause (g) of Section 11, however, is void, unenforceable or inapplicable in New Jersey.

OHIO RESIDENTS: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

#### **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.**

#### **NEW YORK RESIDENTS: RETAIL INSTALMENT CREDIT AGREEMENT**

**CARDHOLDER:** Your signature (including any electronic or digital signature) on any Application or on any sales slip or other evidence of indebtedness on your Account or any action that you may take to begin a transaction represents your signature on this Agreement.