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 Cardholder Agreement (“Cardholder Agreement”) applicable to your First Progress 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 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 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 $200.00 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.