

First Latitude Platinum MASTERCARD® Secured Credit Card

IMPORTANT DISCLOSURES

**Please keep these Important Disclosures for your records.** The First Latitude Secured Card MasterCard® credit card and account (“Card” and “Account”) are offered by Synovus Bank, Columbus, Georgia. “We”, “us” and “our” means Synovus Bank and its successors and assigns. The program is not available in AR, IA, NY, or WI. If your application is approved, we will provide you with a Cardholder Agreement and Deposit Agreement that will contain the complete terms applicable to and will govern your Account and Card and security Deposit. **You must maintain a security Deposit of at least \$200 in a non-interest bearing Deposit Account at Synovus Bank as a condition of our approving your Account.** (If we do not approve your Account, we will refund any payment we receive from you to fund your security Deposit that is not dishonored by your financial institution.)

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	<div>25.99%</div> <div>This APR will vary with the market based on the Prime Rate.</div>
APR for Cash Advances	<div>25.99%</div> <div>This APR will vary with the market based on the Prime Rate.</div>
How to Avoid Paying Interest on Purchases	Your 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 balance by the due date each month.
Minimum Interest Charge	If you are charged Interest, the charge will be no less than \$1.50.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>

Fees	
Annual Fee	No Annual Fee
Transaction Fees <ul style="list-style-type: none"><li>Cash Advance</li><li>Foreign Transaction</li></ul>	<div>Either <b>\$10.00</b> or <b>3%</b> of the amount of each Cash Advance, whichever is greater</div> <div><b>3%</b> of the transaction amount</div>
Penalty Fees <ul style="list-style-type: none"><li>Late Payment</li><li>Returned Payment</li></ul>	<div>Up to <b>\$40.00</b></div> <div>Up to <b>\$29.00</b></div>

**How We Will Calculate Your Balance:** We use a method called “daily balance”.

**Variable Rate Information:** Your APRs will vary with the market based on the Prime Rate. The Prime Rate is as reported in The W all Street Journal on the first Tuesday of every month or if The W all Street Journal is not published on that day, on the next publication day. APRs are adjusted monthly for Billing Cycles ending on or after the date of the Prime Rate change. If the Prime Rate increases the Daily Periodic Rate and corresponding Annual Percentage Rate may increase. As a result, the Interest Charges, the Minimum Payment Due and the number of payments may also increase. Your Purchase APR will equal the Prime Rate plus a margin of 22.74% and your Cash Advance APR will equal the Prime Rate plus a margin of 22.74%. The applicable Daily Periodic Rate will be equal to 1/365 of the applicable APR. The APRs shown in the table above are as of April.1, 2020.

**We may change APRs, fees and other Account terms in the future as provided under the Cardholder Agreement and applicable law.**

**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.

**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) and may not exceed \$2,000. 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 table above for additional information about rates, fees and other costs.  
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**To qualify for an Account, you understand that:**

- You must be at least 18 years of age (19 in Alabama and Nebraska) and have a valid social security number, unless otherwise specified.
- You must be a resident of a US state; however, at present the program is not available in Arkansas, Iowa, New York, or Wisconsin.
- You may be ineligible if you have responded to a previous offer for a credit card issued by us within the last 30 days or if you have been approved for a previous credit card offer from us.

We maintain the right not to open your account if: a) the information provided as part of your application is incomplete, inaccurate, or cannot be verified, b) your security deposit is not received or is returned, or c) you do not meet our standards for opening an account.

Your Account may be used 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.

These Important Disclosures, and the Cardholder Agreement and Deposit Agreement, will be governed by Georgia law and applicable federal law.

**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.\*

**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.

**Fees**

**Cash Advance Fee.** In addition to the periodic Interest on Cash Advances, a Fee of the greater of **\$10.00** or **3%** of each Cash Advance 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 equal to 3% of the transaction amount 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.\*

**Annual Fee.** Your Account will be assessed an Annual Fee of \$29.00 after your Account has been opened for one year and annually thereafter. To the extent not prohibited by law the Annual Fee is non-refundable except if we close your Account for a reason other than at your request and other than for your Default, in which case 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. 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 \$29.00 and up to \$40.00 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 \$29.00.\*

**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.\*

**ARBITRATION** By applying for or obtaining a Secured MasterCard issued by Synovus Bank of Columbus, Georgia, you agree that any disputes of any type with our representatives or us will be resolved exclusively by binding arbitration 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). This means you and we are waiving the right to jury trial, to discovery and other procedures available in court, and to be a class representative or participate in a class action lawsuit. You and we agree that any arbitration will be limited to the individual dispute between us and neither you nor we shall be entitled to join or consolidate claims in arbitration involving other cardholders or other amounts, or arbitrate any claim as a representative or member of a class or in a private attorney general capacity. You may opt-out of arbitration by following the procedure described in the full text of the arbitration clause in the Cardholder Agreement without affecting your application or status as a cardholder if a credit card is issued.

**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.

**State Specific Information**

California Residents: A married applicant may apply for a separate account.

Delaware Residents: Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month. You may at any time pay your total unpaid balance.

Maryland Residents: Finance charges will be imposed in amounts or at rates not in excess of those permitted by law.

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 credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

Washington Residents: A service charge will be computed on the outstanding balance for each month. You may at any time pay your total unpaid balance.

\*See table on Page 1 for additional information about rates, fees and other costs.