

VISA® BUSINESS DEBIT CARD AGREEMENT

This Visa Business Debit Card Agreement (“Agreement”) governs the Visa Business Debit Card(s) (“Card”) issued to you by Pinnacle Bank, a Tennessee bank, dba Synovus Bank (“Bank”) in connection with your business account (“Account”). This Agreement supplements and is part of the agreement between you and the Bank governing your Account (“Account Agreement”). In the event of an inconsistency between this Agreement and the Account Agreement, this Agreement will control with respect to use of the Card.

In this Agreement, the words “you” and “your” mean the owner(s) of the Account with Bank through which Card transactions are permitted. The word “User” refers to any person, including you, authorized to use the Card.

Please read this Agreement and keep it for your records. By signing, using, activating or authorizing the use of the Card, you accept the Card and agree to the terms of this Agreement.

1. Transactions

You may use the Card to purchase goods or services at participating merchants, obtain cash, and make transactions at automated teller machines (“ATM”) or other electronic terminals (each, a “Transaction”). You and each User agree to use the Card only for business purposes and not for any personal, family, or household purposes.

2. Users

You are responsible for activating and distributing the Card to Users. Each User must sign the Card. The Card at all times remains the property of the Bank and may be repossessed by the Bank at any time. You are responsible for ensuring all Users comply with the terms of the Agreement and are liable for any breach of this Agreement by any User. You are responsible for all Transactions made using the Card by any User, unless and until you have properly revoked such User’s authority to use the Card, including providing written notice to the Bank that the User is no longer authorized to use the Card. Upon terminating any User, you agree to return such terminated User’s Card to the Bank upon request.

3. Security

The Personal Identification Number (“PIN”) selected by a User for use in connection with the Card must be protected and kept confidential at all times. You agree that the PIN provides a commercially reasonable method of ensuring that Transactions are authorized.

4. Your Liability for Transactions

Each time the Card is used to make a Transaction, you authorize the Bank to debit or credit the Account for the Transaction. You are responsible for ensuring there are sufficient funds in the Account for Transactions. If you do not have sufficient funds in the Account, the Bank, in its sole discretion, may reject or honor the Transaction. If any Transaction overdraws the Account, you are responsible for repaying the overdraft, including any applicable fees, in accordance with the Account Agreement.

You agree that you will be liable for all Transactions arising from use of the Card, regardless of whether said use was authorized or unauthorized, unless you notify the Bank in accordance with this Section 4. You agree to inspect any periodic statements for the Account and to notify the Bank of any erroneous or improper transactions or any Unauthorized Transactions to or from the Account within 60 calendar days of the statement date on the first statement reflecting such erroneous or improper transaction or Unauthorized Transaction. If you do not notify us within 60 calendar days, the Transactions will be considered correct, accurate, and authorized.

You agree to notify the Bank immediately if the Card or PIN is lost or stolen, if you believe Transactions may have been made without your permission, or if your statement shows any Unauthorized Transactions by calling 1-888-SYNOVUS (796-6887) or by writing to:

Synovus Bank

Attn: Card Services-Debit Card

P.O. Box 120

Columbus, GA 31901-0120

Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit).

You will not be liable for Unauthorized Transactions if you notify the Bank of such transactions within 60 calendar days of the statement date on the first statement showing any such Unauthorized Transactions, unless the Bank, in its sole and absolute discretion, determines that you or any User acted negligently or engaged in fraud in the handling of the Card or the Account.

You agree to cooperate completely with the Bank in any investigation, recovery attempts, and prosecution of claims for Unauthorized Transactions.

For purposes of this Agreement, an “Unauthorized Transaction” means any Transaction arising from use of the Card initiated by a person other than you or a User without the authority to initiate the Transaction and from which you receive no benefit. Unauthorized Transaction does not include Transactions: (i) by you, a business co-owner, a User, or a

person authorized by you or a User, or any other person with an interest in or authority to transact on the Account, (ii) by a User that exceeds the authority given to such User, (iii) initiated with fraudulent intent by any person identified in (i) or any person acting in concert with such persons, or (iv) initiated by the Bank or our employees.

5. Stop Payment

You understand and agree that you may not place a stop payment on any Transaction.

6. Transaction Limits

The Bank may limit the type, number, and amount of Transactions that may be made using the Card without notice to you, except as otherwise required by applicable law.

7. Fees

You agree to pay all fees assessed in connection with the use of the Card, which fees are set forth in the schedule of fees and charges applicable to your Account. Fees may be debited from the Account at the time of the Transaction.

The Bank may add, change, or remove fees at any time without advance notice to you, except as otherwise required by applicable law.

8. Foreign Exchange/Currency Conversion

If you use your Card for Transactions in a currency other than U.S. dollars, the Transactions will be converted to U.S. dollars. The exchange or currency conversion rate between the Transaction currency and the billing currency will be either (i) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (ii) the government-mandated rate in effect for the applicable central processing date. The exchange or currency conversion rate on the Transaction processing date may differ from the rate in effect at the time of the Transaction or the date the Transaction is posted to your Account. You agree to accept the converted amount in U.S. dollars.

9. Refunds

Any refund for any Transaction may only be made in the form of a credit to your Account. You are not entitled to receive a cash refund.

10. Unlawful and Prohibited Transactions

You agree not to use the Card in any manner that violates applicable law, for any illegal Transaction, or any online gambling activity. The Bank may decline any Transaction it believes may be related to any illegal or prohibited activity, or if it believes a transaction may be suspicious. Notwithstanding the foregoing, you are liable for any Transaction related to any illegal or prohibited activity.

11. Recurring Preauthorized Transactions

You may authorize a merchant to automatically initiate a Transaction on a recurring basis (“Recurring Preauthorized Transactions”). If the Bank issues a new Card with a different card number or expiration date, the Bank may (but is not obligated to) provide the new card number and expiration date to a merchant with whom you have set up Recurring Preauthorized Transaction in order to continue the Recurring Preauthorized Transactions. You authorize the Bank to provide your new card number and expiration date to such merchants.

The Bank uses the Visa Account Updater Service to notify merchants of changes to a card number and expiration date. However, not all merchants subscribe to this service. The Bank notifies merchants as a courtesy and has no liability for failing to notify merchants of changes to a card number or expiration date or if any Recurring Preauthorized Transaction is declined due to an incorrect or outdated card number or expiration date. You are solely responsible for ensuring merchants have correct, up to date information to process Recurring Preauthorized Transactions. If you fail to do so, you understand that Recurring Preauthorized Transactions may be declined and you may incur fees, charges, or other losses as a result.

12. Limitation of Bank Liability

The Bank has no liability or responsibility if:

- through no fault of the Bank, you do not have enough money in your Account to make the Transaction;
- an ATM does not have enough cash;
- an electronic terminal or system is not working properly;
- circumstances beyond our control (such as fire or flood) prevent the transfer;
- a merchant refuses to accept the Card;
- an ATM or electronic terminal rejects the Card;
- the Card has been reported lost or stolen and someone attempts to use such Card; or
- the Bank has reason to believe that the Transaction is unauthorized or otherwise prohibited under this Agreement.

There may be other exceptions to liability stated in this Agreement, the Account Agreement, or other agreements between you and Bank, or otherwise provided by applicable law.

In no event will Bank be liable to you or any User for consequential, incidental, punitive, special, or indirect damages or losses, including expenses, such as attorneys' fees, incurred by you or any User by reason of using the Card, regardless of whether such loss or damage was foreseeable or known to us.

The Bank makes no warranties to you or any User, express or implied, regarding the services provided under this Agreement, including without limiting the foregoing, warranties of merchantability or fitness for a particular purpose.

13. Waiver

Except as prohibited by applicable law, you hereby waive as against the Bank all claims, defenses, rights, and offsets you or any User now or hereafter may have against any merchant for goods or services acquired by use of the Card.

14. Amendments

The Bank may modify or amend this Agreement, in whole or in part, at any time by notice to you by any reasonable means, including electronically. Any use of the Card after notice has been provided constitutes your acceptance of and agreement to such changed terms.

15. Termination

You may terminate this Agreement by providing written notice and returning all Cards to the Bank. The Bank may terminate this Agreement at any time and for any reason without notice to you, except as otherwise required by applicable law. If the Bank terminates this Agreement, you agree to return immediately all Cards to the Bank upon request.

Termination of this Agreement does not affect your responsibility or liability for Transactions made before termination.

16. Attorney's Fees

If the Bank takes legal proceedings against you because of a breach of this Agreement, you must pay reasonable attorneys' fees and other costs of the proceedings. Your responsibility for fees and costs shall in no event exceed the maximum allowed by law.

17. Governing Law

Federal law and the laws of the state whose law is made applicable under the terms of the Account Agreement will govern the validity, construction, interpretation, or enforcement of this Agreement.

18. Assignment

You may not assign this Agreement or any of the rights or obligations under this Agreement. The Bank may assign this Agreement or any of its rights or obligations under this Agreement without notice to you or your consent.

19. Severability

If any provision of this Agreement is deemed to be void, illegal, or otherwise unenforceable, such provision will be deemed changed to the extent necessary to comply with applicable law and the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable.

20. Enforcement

The Bank may waive or delay enforcement of any provision of this Agreement. Any such waiver or delay shall not affect the Bank's right under this Agreement.