



# Understanding Your Deposit Account

Your Account Agreement and Important Disclosures

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## TERMS AND CONDITIONS OF YOUR ACCOUNT

### NOTICE OF ARBITRATION CLAUSE

The account(s) governed by these Terms and Conditions are subject to a binding Arbitration Clause. You should read the Arbitration Clause. It will affect the way in which you or we resolve any Claim that we have against each other in connection with your account. By opening an account with us or accepting or using any account services, you agree to all the terms of the Arbitration Clause.

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully. By signing (manually, electronically or otherwise) or submitting (electronically, orally or otherwise) an application or other form when you open or request an account, product or service, or by otherwise opening or using an account, product or service, you agree that you (and your heirs, successors, representatives, or assignees, if any) will be bound by the terms of this agreement, together with all amendments thereto in effect from time to time. In addition, if we convert your account into another type of account, whether at your request or as we are authorized under this agreement, your continued use of the account after we have provided notice to you of such account conversion confirms your agreement to the terms of the converted account. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws and the laws of the state indicated in our address on the signature card for this account (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

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. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

For Alabama, Florida and South Carolina customers, "party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

Whether you are an Alabama customer, a Florida customer, a Georgia customer, a South Carolina customer, or a Tennessee customer for purposes of this document is determined by the state reflected in the footer at the bottom of your signature card. Any change of address by you does not change the original governing law.

**AVAILABLE BALANCE AND LEDGER BALANCE** - An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We authorize and pay transactions using the Available Balance in your account. An overdraft can occur when one or more debit items (for example: check, ACH, ATM, debit card, etc.) attempts to clear your account in an amount that exceeds the Available Balance of your deposit account. "Available Balance" is calculated by taking the prior business day's Ledger Balance and subtracting funds being held to cover pending transactions. A pending transaction is a transaction the bank is aware of but has not yet cleared your account and might include debit card and check payments that we must pay out of your account or deposits made to your account for which funds have not yet been collected. "Ledger Balance" is typically the balance from the close of the previous business day and includes all transactions that cleared the account as of the previous business day. Neither

Ledger Balance nor Available Balance reflects any transactions the bank does not know about such as checks written but not yet received by the bank. In the event an overdraft occurs we may charge a NSF/overdraft fee with regard to each overdrawn transaction (including checks, ACH, ATM, and debit card transactions) as set forth in your Schedule of Fees and Charges. Multiple attempts may be made to submit a returned item for payment and you agree that multiple fees may be charged to you as a result of a returned item and resubmission.

**OVERDRAFT COVERAGE** - Our Order of Payment, which explains the order in which transactions are posted to your account, is provided in these Terms and Conditions, in your Schedule of Fees and Charges, and on the back of your monthly statement. Overdraft coverage options are available on our website or through your banker or Customer Care. In addition, if you are eligible for or enrolled in our overdraft privilege program you will periodically receive a description of options for covering unexpected overdrafts, which contains more information regarding how items are deducted from your account balance, how you can prevent overdrafts from occurring, and how to prevent items from being declined for payment due to your account being overdrawn.

**LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. You will also be liable for our costs to collect the deficit as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account including, but not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account.

You agree that if a third party vendor or the U.S. Postal Service or one of its agents notifies us of a change in your postal address, we may change your address based on that information. The Bank will have no liability to you for changing your address based on such information, even if such information is in error. If any of your statements or account information is returned to us because of an incorrect postal address or an incorrect, changed, or expired email address, we may stop delivering statements or account information until a valid address is provided.

**DEPOSITS** - All deposits you make are subject to our verification and adjustment. We may adjust your account for any errors, even if we have provisionally credited your account for the amount stated on your deposit slip. 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"). Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection 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 business day that we are open. If your initial deposit into your Account is funded from an external account by an ACH transaction, the initial deposit will be available on the fifth business day after the day of your initial deposit. All other deposits into your Account will be available according to the schedule of availability provided in the Your Ability to Withdraw Funds disclosure provided to you.

**WITHDRAWALS** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us. You agree that, as to any item that we have no opportunity to examine the signatures, such as an electronic check conversion transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation, you waive any requirement of multiple signatures for withdrawal. We may charge your account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. You agree that we may charge fees for overdrafts and use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees. If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item. See the funds availability policy disclosure for information

about when you can withdraw funds you deposit. For those accounts for which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal.

We may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D. Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

**RETURNED DEPOSITED ITEMS** - This section applies to checks that you deposit to your account or that we cash for you and includes checks drawn on us as well as checks drawn on other financial institutions. You are responsible for any returned items. We may automatically redeposit checks that are deposited to your account and returned by the payor bank on a recurring basis, in our discretion. Each time a check deposited to your account is re-presented to the payor bank and returned for insufficient funds, a fee may be imposed by the payor bank, including us, against the account on which the check is drawn. With respect to the account into which checks are deposited, we may impose a handling fee (which may change from time to time as set out in our Schedule of Fees) for any returned items. We may make this charge to your account each time the item is returned even if we have exercised our right to re-deposit the item or if we have charged the item against your deposit account. You must provide written instructions in a form acceptable to us if you want us to stop automatically redepositing checks to your account. Any instruction to stop redepositing returned checks to your account will only be effective after we have had a reasonable opportunity to act on the request. This section does not apply to checks sent for collection.

**NOTICE OF NEGATIVE INFORMATION** - Federal law requires us to provide the following notice to customers before any "negative information" may be furnished to a nationwide consumer reporting agency. "Negative information" includes information concerning delinquencies, overdrafts, or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about customers that have not done what they are required to do under our agreement.

After providing this notice, additional negative information may be submitted without providing another notice.

**We may report information about your account to credit bureaus. Defaults on your account may be reflected in your credit report.**

**COMPLIANCE** - You agree that you will notify Synovus of any intent to travel to a geography in which financial transactions may be prohibited by federal regulations as governed by the Office of Foreign Assets Control, and not to conduct transactions that are illegal and/or subject to federal sanctions.

**OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION (for Georgia and Tennessee customers)** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Individual Account** - is an account in the name of one person.

**Joint Account - With Survivorship (And Not As Tenants In Common)** - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

**Joint Account - No Survivorship (As Tenants In Common)** - is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary for withdrawal.

**Revocable Trust or Pay-On-Death Account** - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION (for Alabama, Florida and South Carolina customers)** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Single-Party Account** - Such an account is owned by one party.

**Multiple-Party Account (Alabama and South Carolina only)** - Parties own account during the lifetime of all parties in proportion to their net contributions, unless there is clear and convincing evidence of a different intent.

**Multiple-Party Account (Florida only)** - Such an account is payable on request to one or more of two or more parties, whether or not a right of survivorship is mentioned.

**Multiple-Party Account - Tenants by the Entireties (Florida only)** - Is a joint account held by husband and wife together and as recognized by state law where the Account is opened. Notwithstanding the tenants by the entirety status of the

Account, each owner individually agrees to all of the terms and conditions of the Account. Each owner individually authorizes the other owner to endorse checks for deposit if they are payable to any of the owners. Each owner also authorizes us to exercise a right of setoff (offset) and enforce our security interest in the entire Account, even when only one of the owners is the debtor; these rights exist irrespective of who contributed funds to the Account. Similarly, we can enforce overdraft liability in the Account against any individual owner. We have no duty or obligation to determine whether the parties who hold the Account are spouses when the Account is opened or at any time during the existence of the Account and we have no duty or obligation to review or inquire into any actions taken by either owner which would affect whether this Account is, or remains, an account deemed to be held as tenants by the entirety. We have no responsibility or liability for the designation of this account as being held as tenants by the entirety. Accordingly, we have no duty or obligation to determine whether an Account is properly designated as a tenants by the entirety account before responding to a garnishment or other legal process, and will have no liability to either owner, individually or as tenants by the entirety, if the Account is frozen or held, if the funds in the Account are paid into court, in response to such garnishment or other legal process, or if a court determines the account is not held as tenants by the entirety. Owner is solely responsible for establishing that the ownership of this account is/was properly designated as being owned as tenants by the entirety.

#### **RIGHTS AT DEATH**

**Single-Party Account** - At the death of a party, ownership passes as part of the party's estate.

**Multiple-Party Account With Right of Survivorship (Alabama and South Carolina only)** - At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares, and augments the proportion to which each surviving party, immediately before the deceased party's death, was beneficially entitled under law, and the right of survivorship continues between the surviving parties.

**Multiple-Party Account With Right of Survivorship (Florida only)** - At death of party, ownership passes to the surviving party or parties.

**Multiple-Party Account Without Right of Survivorship** - At death of party, deceased party's ownership passes as part of deceased party's estate.

**Single-Party Account With Pay-on-Death Designation** - At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate.

**Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation** - At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

**MINOR ACCOUNTS** - A person who is a minor (as determined by the state reflected in the footer at the bottom of your signature card) may own and maintain an account with us, provided the minor is at least thirteen (13) years of age. Any such account must be held as a Joint Account or Multiple-Party Account between the minor and her or his parent or legal guardian. Minor Accounts may not be eligible for all account services. Each of you agrees to be jointly and severally (individually) liable for all account activity and any violation by any one of you of the terms of this agreement. When the minor reaches the age of majority, you may request a change in the account ownership to an Individual Account or Single-Party Account.

**UTMA/UGMA ACCOUNTS** - Ownership of an account established under the controlling state's version of the Uniform Transfers to Minors Act (UTMA) or Uniform Gifts to Minors Act (UGMA) is governed by the terms of this Agreement and UTMA/UGMA law. The account may be accessed only by the custodian (or the successor custodian), and the funds must be used for the benefit of the minor. We presume the custodian is carrying out her or his duties in accordance with the law, and we have no duty or obligation whatsoever to monitor or ensure that the acts of the custodian (or successor custodian) are conducted according to law or for the minor's benefit. We are not responsible to either the custodian or the minor for monitoring the age or eligibility of a minor for an UTMA/UGMA account, even though our records may include the minor's date of birth, and will not send any notices regarding the termination of the UTMA/UGMA account for such reason(s) to anyone except and unless explicitly required to do so by state law. As clearly set by state law, it is the custodian's responsibility, and only the custodian's responsibility, to properly distribute the funds in the account including upon the minor's death or attainment of the age of twenty-one (21) (or the age of distribution under applicable state law). We will use the minor's SSN/TIN for tax reporting purposes for the account.

#### **INDIVIDUAL RETIREMENT ACCOUNT-BENEFICIARY DESIGNATION**

Notwithstanding the foregoing provisions regarding Ownership of Account and Beneficiary Designation should your account be an Individual Retirement Account the beneficiary designation provisions governing that account-type will control over the terms of this agreement.

**BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS** - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. We may require the governing body of the

entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

**STOP PAYMENTS** - We may accept a written or oral stop-payment order from any person who has a right to withdraw funds from the account as long as we receive it in time to give us a reasonable opportunity to act on it, and as long as it identifies the item with reasonable certainty by identifying the number, date, amount, and payee of the item. We may require you to complete a form authorizing the order. A stop payment order generally expires after six months; however, we may, at our sole discretion, elect to honor a stop-payment order for a longer period of time without notice to you. If you want the order to expire in less than six months, you must send us a written request to cancel the order on or before the date you want it to expire. A request to cancel a stop-payment order may only be made by the person who initiated the stop-payment order and is not effective until we have a reasonable opportunity to act on it. We will cancel the order automatically when the account on which the item is drawn is closed.

**TELEPHONE TRANSFERS** - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month or monthly statement cycle (less the number of "preauthorized transfers" during the month or monthly statement cycle). Other account transfer restrictions may be described elsewhere.

**PROCESS, LEVY, ETC.** - Should we receive any process, summons, order, injunction, execution, distraint, levy, lien, information or notice, which in our opinion raises any question regarding your right (or the right of any person or entity you represent) to the funds on deposit in the account or the authority of any person purporting to act on your behalf, we may thereupon, at our option and without liability, refuse to honor orders to pay or withdraw sums from the account until such question is resolved to our satisfaction.

**AMENDMENTS AND TERMINATION** - We may change any term of this agreement. Rules governing changes in interest rates are provided separately. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We reserve the right to close the account by mailing written notice addressed to you at the address you last furnished us, and at our option in closing the account, we may send you a check for the balance in the account; and Bank shall not be liable for dishonoring any item drawn on the account or presented for payment thereafter. After the account is closed, we at our option may refuse to accept any funds tendered for deposit therein, whether in the form of monies, items, wire transfers or otherwise, and such refusal may be invoked notwithstanding any inadvertent acceptance initially made on such tender. Notice from us to any one of you is notice to all of you.

#### **STATEMENTS (for Georgia, Alabama, Florida, and South Carolina customers)**

**Your duty to report unauthorized signatures, alterations and forgeries** - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your duty to report other errors** - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. You agree that the time you have to examine your statement and report to us will depend on the circumstances. However, such time period shall not exceed 60 days. Failure to examine your statement and report any such errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any such errors on items identified in that statement and as between you and us the loss will be entirely yours.

#### **Errors relating to electronic fund transfers or substitute checks (for consumer accounts only)**

- For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**STATEMENTS (for Tennessee customers)** - Your duty to report unauthorized signatures, alterations, forgeries and other errors - You must examine your statement

of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures, alterations, incorrect payment amounts, or missing or incorrectly credited deposits, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to bear the loss yourself unless you prove that we did not pay the item in good faith. The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, incorrect payment amounts, missing or incorrectly credited deposits, or any other errors in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used good faith. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Errors relating to electronic fund transfers or substitute checks (for consumer accounts only)** - For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**ACCOUNT TRANSFER** - This account may not be transferred or assigned without our prior written consent.

**DIRECT DEPOSITS** - If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**TEMPORARY ACCOUNT AGREEMENT** - If this option is selected, this is a temporary account agreement. Each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**SETOFF** - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) setoff is prohibited by the Military Lending Act or its implementing regulations. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

**AUTHORIZED SIGNER (Individual Accounts only) (for Georgia customers)** - A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

**AGENCY (Power of Attorney) DESIGNATION (Single-Party Accounts only) (for Alabama and South Carolina customers)** - A single individual is the owner. The agent is merely designated to conduct transactions on the owner's behalf. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

**CONVENIENCE ACCOUNT AGENT (Single-Party Accounts only) (for Florida customers)** - A convenience account, as defined by Florida law, means a deposit account other than a certificate of deposit, in the name of one individual, in which one or more individuals have been designated as agent with the right to make deposits to and withdraw funds from or draw checks on such account on the owner's behalf. A single individual is the owner, and the agent is merely designated to conduct transactions on the owner's behalf. Only the owner may designate, substitute, or remove an agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

**ADDITIONAL AUTHORIZED SIGNATORY (Individual Accounts only) (for Tennessee customers)** - A single individual is the owner. The additional authorized signatory is merely designated to conduct transactions on the owner's behalf. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

**RESTRICTIVE LEGENDS** - We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00."

**CHECK PROCESSING** - We may process items mechanically by relying on the information encoded along the bottom of the items. This means that we may not individually examine all of your items to determine if the item is properly completed, signed and indorsed. You agree that we have not failed to exercise ordinary care solely because we use an automated system to process items and do not inspect all items processed in such a manner. We reserve the right not to inspect each item because using an automated process helps us keep costs down for you and all account holders. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**CHECK CASHING** - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**ACH AND WIRE TRANSFERS** - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state indicated in our address on the signature card for this account. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**FACSIMILE SIGNATURES** - You authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose.

**TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES** - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

**REMOTELY CREATED CHECKS** - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line. For example, if a person provides an account number in response to a telephone solicitation, the telephone solicitor can use the account number to issue a remotely created check to withdraw money from that account.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

**UNLAWFUL INTERNET GAMBLING NOTICE** - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

**CHECKING ACCOUNT ORGANIZATION** - We have organized your checking account in a nontraditional way. Your checking account consists of two subaccounts. One of these is a transaction subaccount (e.g., a checking subaccount). You will transact business on this subaccount. The other is a nontransaction subaccount (e.g., a savings subaccount). You cannot directly access the nontransaction subaccount, but you agree that we may automatically, and without a specific request from you, initiate individual transfers of funds between subaccounts from time to time at no cost to you. This account organization will not change the amount of federal deposit insurance available to you, your available balance, the information on your periodic statements, or the interest calculation, if this is an interest-bearing account. You will not see any difference between the way your checking account operates and the way a traditionally organized checking account operates, but this organization makes us more efficient and helps to keep costs down.

**ORDER OF PAYMENT** - This section describes our general practice for paying transactions from your account. We may vary the order of payment if items are presented that cannot be returned unpaid. We reserve the right to change how we pay transactions from your account and will provide you notice of these changes.

After the close of the business day, we add your deposits and other credits to your account. We then deduct any fees and charges owed to the bank. Finally, we deduct all items presented for payment. The order these items are deducted from your account balance is based upon the type of transaction and, for electronic transactions, when the transaction was performed by you or was received by us.

First, we pay outgoing wire transactions in the order they were made. Then, we pay electronic transactions (First, we pay preauthorized ACH debits, then ATM transactions, and then debit card transactions) in the order they were performed by you or were received by us. Next, we pay unnumbered checks and other items drawn on your account by dollar amount in ascending order. Finally, we pay checks drawn on your account in ascending check number order. For business and commercial accounts: All checks and other items drawn on your account are paid by dollar amount in descending order.

**ACCOUNT CONVERSION** - We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specified date. We may do this for any reason in our discretion, including without limit if we determine in our discretion that you are not using your existing account consistent with the requirements of this agreement. If you do not close your account before the date specified in the notice of your account change, that will mean that you agree to the terms of the new account. If you request an account product change, the change will not occur immediately, and will only be effective after we have had a reasonable opportunity to act on your request. The terms of your current account product type, including any applicable fees and charges, will remain in effect until conversion of the account to the new product type is completed.

## ARBITRATION AND WAIVER OF JURY TRIAL

**THIS ARBITRATION CLAUSE CONTAINS IMPORTANT INFORMATION ABOUT YOUR ACCOUNT(S) WITH US. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY CLAIM (AS DEFINED BELOW) BE RESOLVED BY BINDING ARBITRATION UNDER THE FEDERAL ARBITRATION ACT, 9 U.S.C. §§ 1-16 ("FAA"). EXCEPT AS EXPRESSLY PROVIDED IN SECTION 12 BELOW, YOU AND WE AGREE THAT ANY LEGAL OR EQUITABLE CLAIM(S) ARISING FROM OR RELATING IN ANY WAY TO THE ACCOUNT(S) GOVERNED BY THESE TERMS AND CONDITIONS, WHETHER ARISING BEFORE OR AFTER THE EFFECTIVE DATE OF THIS ARBITRATION CLAUSE, SHALL BE RESOLVED BY BINDING ARBITRATION UNDER THE FEDERAL ARBITRATION ACT, 9 U.S.C. SECTION 1 ET SEQ. ARBITRATION REPLACES THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE CLAIM IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT.**

1. *What Accounts Are Covered:* The following accounts are governed by these Terms and Conditions and this Arbitration Clause: checking, savings, money market, NOW (negotiable order of withdrawal), certificates of deposit accounts, and any demand deposit accounts.

2. *What Is a Claim:* "Claim" means any legal or equitable claim, dispute or controversy between you and us that in any way arises from or relates to account(s) governed by these Terms and Conditions, whether arising before or after the effective date of this Arbitration Clause. "Claim" has the broadest possible meaning, and includes, but is not limited to, any legal or equitable claim, dispute, or controversy arising from, in connection with or relating to any one or more of the following: (1) the interpretation, execution, administration, amendment or modification of these Terms and Conditions; (2) any charge or cost incurred pursuant to these Terms and Conditions or the account(s) governed by these Terms and Conditions; (3) the collection of any amounts due under these Terms and Conditions or the account(s) governed by these Terms and Conditions; (4) any alleged breach of contract or tort arising out of or relating in any way to these Terms and Conditions or the account(s) governed by these Terms and Conditions; and (5) any statements or representations made to you with respect to these Terms and Conditions and the account(s) governed by these Terms and Conditions.

3. *How Arbitration Works:* Arbitration is a method of resolving disputes in front of one or more neutral individuals, instead of having a trial in court in front of a judge and/or jury. Either party may require a Claim to be arbitrated by giving written notice of the intent to start or to compel arbitration. Except as otherwise provided by the FAA, this notice may be given before or after a lawsuit has been started

over the Claim or with respect to other Claims brought later in the lawsuit. If we start the arbitration, we will notify you in writing at your last known address we have on file. If you start the arbitration, you must notify us at the following address:

SYNOVUS BANK  
ATTN: GENERAL COUNSEL  
33 West 14th Street, 4th Floor  
Columbus, GA 31901

The party filing a Claim in arbitration must select either: JAMS or the American Arbitration Association ("AAA") as the arbitration administrator. That organization will apply its code of procedures in effect at the time the arbitration Claim is filed. Information regarding JAMS can be obtained at [www.jamsadr.com](http://www.jamsadr.com) or by calling 1-800-352-5267. Information regarding AAA can be obtained at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879.

All Claims, whether asserted individually or collectively in a Mass Arbitration, shall be arbitrated according to the rules of JAMS or the AAA as the arbitration administrator. In the event a party makes a demand for arbitration before JAMS or the AAA and directly or indirectly joins with more than one hundred (100) other demands for arbitration where representation of all parties is consistent or coordinated across the cases and/or where all of the individual claimants in the related demands for arbitration are represented by either the same law firm or law firms acting in concert, the arbitration shall be treated as a Mass Arbitration. In the event of the filing of a Mass Arbitration, the Mass Arbitration Procedures and Guidelines of JAMS and/or the Mass Arbitration Supplementary Rules of the AAA shall be applicable. You and we agree that the Mass Arbitration Procedures and Guidelines of JAMS or the Mass Arbitration Supplementary Rules of the AAA, including all fee schedules associated therewith, shall be applicable in the case of a Mass Arbitration. If there is a conflict between the codes of procedures of JAMS and/or the AAA and this Arbitration Clause and/or these Terms and Conditions, this Arbitration Clause and these Terms and Conditions will control. The arbitrator will be chosen in accordance with the rules of procedure of the arbitral forum. In the event that JAMS or the AAA is unable to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties, or, if the parties cannot agree, selected by a court in accordance with the FAA. The arbitrator will decide the Claim in accordance with all applicable substantive law consistent with the FAA and applicable statute of limitations and claims of privilege recognized at law. The arbitrator will have the power to award to a party any damages or other relief provided for under applicable law. The arbitrator's authority is limited to the Claims between you and us.

4. *Cost of Arbitration:* If we require an individual Claim to be arbitrated, we will pay or reimburse you for up to \$1,000 in fees that would otherwise be charged to you by the administrator. If either we or you require a Claim to be arbitrated, you may tell us in writing that you cannot afford to pay the fees charged by the administrator or that you believe those fees are too high. If you do so, we will pay or reimburse you for up to all of the fees that would otherwise be charged to you by the administrator if your request is reasonable and in good faith. In addition, we will always pay the fee if applicable law or the arbitration administrator's code of procedures requires us to do so. We will not ask you to pay or reimburse us for any fees we pay the administrator. In the case of a Mass Arbitration, we will pay or reimburse you and all other claimants in the Mass Arbitration up to a total of \$7,500 in fees that would otherwise be charged to you and other claimants in the Mass Arbitration. In no event shall our responsibility for fees in a Mass Arbitration exceed the total sum of \$7,500 as to all claimants collectively in the Mass Arbitration.

5. *Limitations on Legal Rights:* In arbitration, all of the following provisions apply:

- There will be no right to try the Claim in court to a judge or jury.
- There will be no discovery, except as allowed by the arbitration rules of the administrator of this Arbitration Clause.

Other rights that you or we would have in court may also not be available in arbitration.

6. *Class Action Waiver:* You and we agree not to:

- Seek to proceed on any claim in arbitration as a class claim or class action or other comparable representative proceeding.
- Seek to consolidate in arbitration any claims involving separate claimants (except for claimants who are on the same account), unless all parties agree.
- Be part of, or be represented in, any class action or other representative action brought by anyone else.
- Seek any award or remedy in arbitration against or on behalf of anyone who is not a named party to the arbitration.

7. *Governing Law:* This Arbitration Clause is governed by the FAA, 9 U.S.C. §§ 1 et seq., and not by any state arbitration law.

8. *Arbitration Is Binding:* Judgment upon the award given by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA.

9. *Rules of Interpretation:* This Arbitration Clause shall survive: (i) the termination or closing of the account or related services; (ii) any changes to the account or related services; (iii) any legal proceeding; (iv) any use of the right of set-off or any other self-help remedy or other remedy or action permitted by this Arbitration Clause; (v) any transfer or assignment of the account; and (vi) any bankruptcy of any party (to the extent consistent with applicable bankruptcy law).

10. *Severability:* If any clause within the Arbitration Clause (other than the class waiver clause identified in Section 6 above) is found to be illegal or unenforceable,

that clause will be severed from the Arbitration Clause, and the remainder of the Arbitration Clause will be given full force and effect. If the class action waiver clause is found to be illegal or unenforceable, the entire Arbitration Clause will be unenforceable, and the dispute will be decided by a court. The parties acknowledge that this class action waiver is material and essential to the arbitration of any disputes between the parties, and is nonseverable from this agreement to arbitrate a Claim.

11. *Scope of Arbitration:* Any dispute regarding whether a particular controversy is subject to arbitration, including any claim of unconscionability and any dispute over the scope or validity, enforceability, arbitrability or scope of this Arbitration Clause, shall be decided by the arbitrator.

12. *Rights Preserved:* This Arbitration Clause does not prohibit you or us from exercising any lawful rights or using other available remedies to preserve or obtain possession of property; exercise self-help remedies, including set-off rights; or obtain provisional or ancillary remedies, such as attachment, garnishment or the appointment of a receiver by a court of competent jurisdiction, or interpleader. In addition, this Arbitration Clause does not preclude you or us from seeking remedies in small claims court for disputes or claims within the scope of its jurisdiction.

#### WAIVER OF JURY TRIAL

There will be no right to trial by jury on any claim (as defined above in the Arbitration provision) between the parties.

## ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

This Electronic Fund Transfer disclosure does not apply to any accounts other than consumer accounts, as defined by Regulation E.

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

**Telephone Transfers - types of transfers** - You may access your account by telephone using a personal identification number, a touch tone phone and your account numbers, to:

- transfer funds between checking and savings
- make payments from checking or savings to loan account(s) with us
- get information about:
  - the account balance of checking or savings account(s)
  - deposits to checking or savings accounts
  - withdrawals from checking or savings accounts

**ATM Transfers - types of transfers and dollar limitations** - You may access your account(s) by ATM using your ATM card and personal identification number or Visa Debit Card or Visa Platinum Debit Card and personal identification number, to:

- make deposits to checking or savings account(s)
- get cash withdrawals from checking or savings account(s)
  - you may withdraw no more than \$600.00 per day, or \$1,500 per day for Private Wealth Checking. When you close or convert your Private Wealth Checking account for any reason, the ATM withdrawal limit will be reduced to \$600 per day for any remaining accounts.
- transfer funds between checking and savings account(s)
- make payments from checking or savings account(s) for money that you owe to us
- conduct other activities with respect to your accounts that are made available at ATMs from time to time

Some of these services may not be available at all terminals.

#### Types of Visa Debit Card, Visa Platinum Debit Card, or Health Savings Account

**Card Point-of-Sale Transactions** - You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, or do anything that a participating merchant will accept.

**Point-of-Sale Transactions - dollar limitations** - Using your card:

- you may not exceed \$1,200.00 in PIN-based point-of-sale transactions per day
- you may not exceed \$3,000.00 in cash advances per day
- you may not exceed your available account balance in signature-based transactions per day

**Health Savings Account Card.** Your HSA Card may be used to pay or reimburse qualified medical expenses or for other non-medical expenditures. You may not use your HSA Card to make any cash withdrawals, balance inquiries, transfers or other transactions at any ATMs. A PIN will not be issued to you for your HSA Card.

**Currency Conversion and International Transactions.** When you use your Visa-branded Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either 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 the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

**Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

**Online Banking Transfers - types of transfers** - You may access your account(s) by computer using your user identification and password, to:

- transfer funds between checking and savings
- make payments from checking or savings to loan account(s) with us
- make payments from checking to third parties (Bill Pay)
- get information about:
  - the account balance of checking or savings account(s)
  - deposits to checking or savings accounts
  - withdrawals from checking or savings accounts

**Mobile Banking Transfers - types of transfers** - You may access your account(s) through the browser on your cell or mobile phone and using your user identification number and password, to:

- transfer funds between checking and savings
- make payments from checking or savings to loan account(s) with us
- make payments from checking to third parties (Bill Pay)
- get information about:
  - the account balance of checking or savings account(s)
  - deposits to checking or savings accounts
  - withdrawals from checking or savings accounts

You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

**Health Savings Accounts (HSA).** We permit some electronic fund transfers to and/or from your HSA. The electronic fund transfers we permit are offered for the convenience of managing your HSA. However, electronically moving funds to or from your HSA - for example, depositing more than the allowable amount, or getting additional cash back on an HSA debit card transaction - can raise a variety of tax concerns. As a result, before electronically accessing any account you may have with us, it is a good practice to make sure you are using the correct access device (such as a card) or accessing the appropriate account for the transaction. Also, it is your responsibility to ensure the contributions, distributions, and other actions related to your HSA, comply with the law, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions about managing your HSA. The terms of this disclosure are intended to work in conjunction with the HSA Agreement provided to you earlier. In the event of a conflict, the terms of the HSA Agreement control. You understand that your HSA is intended to be used for payment of qualified medical expenses. It is your responsibility to satisfy any tax liability resulting from use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA. Nor are we responsible for ensuring your eligibility for making contributions or ensuring withdrawals are used for payment or reimbursement of qualified medical expenses. Refer to your HSA Agreement for more information relating to the use of your HSA.

#### FEES

- We do not charge for direct deposits to any type of account.
- We will charge you for the electronic fund transfer debit transactions on your account the same fee as if they were transactions originated by check, draft, or similar paper instrument. See the separate terms of account and/or separate fee schedule for information relating to transaction limitations and fees.
- In addition to the above transaction charges, there may be a transaction fee on each withdrawal, POS transfer, balance inquiry or transfer made at any automated

teller machine (ATM) other than a Synovus ATM Banking Terminal. This fee will be deducted at the same time the withdrawal is deducted from the account.

- If you use your Visa Debit Card or Visa Platinum Debit Card to obtain cash from any financial institution, except when using an ATM, your account will be charged a non-refundable fee per transaction. This fee will be deducted at the same time the withdrawal is deducted from your account.

\* The Bank's failure to assess any charges or to assess charges in any specific amount does not constitute a waiver of its right to increase or decrease the amount of charges later.

\* Please refer to our separate fee schedule for additional information about fees.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

**ATM Operator/Network Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

#### DOCUMENTATION

• **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.

• **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You can call us at 1-888-SYNOVUS (796-6887) to find out whether or not the deposit has been made.

• **Periodic statements.**

You will get a monthly account statement from us for your checking accounts.

You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

#### PREAUTHORIZED PAYMENTS

• **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this brochure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you give.

• **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

• **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

#### FINANCIAL INSTITUTION'S LIABILITY

**Liability for failure to make transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

#### CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) if you give us written permission; or
- (5) to service providers who perform data processing, records management, collections, and other services for us, in order that they may perform those services; or
- (6) in order to make other financial products or services available to you; or
- (7) in order to prevent or investigate possible illegal activity; or
- (8) in order to issue authorizations for transfers from your account.

#### UNAUTHORIZED TRANSFERS

##### (a) Consumer liability.

• Generally. Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. 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). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

• **Additional Limit on Liability for Visa-branded Debit Card.** Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa-branded Debit Card. This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number which are not processed by VISA.

**(b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

#### ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number (if any).

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days for Visa-branded Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Visa-branded Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

SYNOVUS BANK

ATTN: LOSS PREVENTION DEPT.

P.O. BOX 120

COLUMBUS, GA 31902

Business Days: Monday through Friday Excluding Federal Holidays

Phone: 1-888-SYNOVUS (796-6887) MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

#### NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or



night deposit facility because they may contain important account information.

3. Compare your records with the account statements or account histories that you receive.
4. Don't lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

## YOUR ABILITY TO WITHDRAW FUNDS

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit on a day we are not open, we will consider that the deposit was made on the next business day we are open. If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

### LONGER DELAYS MAY APPLY

**Case-by-case delays.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$275 of your deposits, however, will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**Safeguard exceptions.** In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$6,725 on any one day.
- You redeposit a check that has been returned unpaid.

- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment. We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

### SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 calendar days your account is open.

Funds from electronic direct deposits to your account will be available by the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$6,725 will be available by the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available by the eleventh business day after the day of your deposit.

## SUBSTITUTE CHECKS AND YOUR RIGHTS

### What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

### What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

### How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

Synovus Bank  
P.O. Box 120  
Columbus, GA 31902  
1-888-SYNOVUS (796-6887)

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the amount of the check, the date of the check, the name of the person to whom you wrote the check, and the name of the person signing the check (you or joint account holder).

The documents contained in this brochure apply to accounts at all locations of Synovus Bank, Member FDIC.

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