

Visa® Debit Card Agreement and Electronic Fund Transfer Act Disclosures

Your Account Agreement and Important Disclosures

VISA•DEBIT CARD AGREEMENT (“Agreement”)

This Agreement is the contract for your Visa Debit Card which we have issued and is delivered to you herewith, and includes the accompanying **Disclosures Made in Compliance with the Electronic Fund Transfer Act**, which is included herein.

Please read all of same and keep it for your records.

By signing, using or authorizing the use of your Card, you will have accepted the Card and acknowledged that you have received and agreed to the terms of this Agreement, including the above mentioned Disclosures (the “Electronic Fund Transfer Act Disclosures”).

1. In this Agreement the words *you* and *your* mean those persons who have signed a deposit agreement for a checking account (“Account”) with a division of Synovus® Bank (“Bank”) and have applied for a Visa Debit Card(s) (“Card”) to be issued in connection with the Account. You agree this Agreement supplements and becomes a part of your said deposit agreement with the Bank. By receiving and retaining, using, or authorizing others to use the Card, you agree to be bound by the following terms and conditions governing the use of Card.
2. After you have signed the Card, you may use it to obtain goods or services from businesses displaying the Visa debit card sign or otherwise authorized to honor Visa Cards, to obtain cash from any financial institution displaying the Visa sign, and to conduct other banking transactions using automated teller machines (“ATM”) or other electronic point-of-sale terminals (“POS”), with all such transactions to be posted directly to your Account. The Card is encoded for access not only to the Account but also to other identified checking or savings account(s). Access to the other identified accounts through use of the Card will be limited to ATM transactions.
3. Certain uses of the Card are governed by the Electronic Fund Transfer Act and/or the Truth in Lending Act. You should refer to the related disclosure statements within and previously furnished to you, and those furnished in the future, for a detailed statement of additional terms applying to the Card. In no event shall any provision of this Agreement constitute a waiver of any right conferred or cause of action created by the Electronic Fund Transfer Act or Truth in Lending Act.
4. Each time you use the Card to purchase goods or services or to obtain cash from your Account, you authorize the Bank to debit or credit your Account in the same way other transactions for your Account are handled.

5. THERE IS NO CREDIT LINE ASSOCIATED WITH YOUR CARD; you should not use your Card if there are no available funds in your Account unless you have Overdraft Protection. If using the Card overdraws your Account, you must immediately pay the Bank for the amount of the overdraft, plus any applicable overdraft fees. If you participate in an overdraft coverage plan (such as "Overdraft Protection") that automatically makes deposits to your Account with cash advances from a credit card account, an overdraft created by the Card is subject to the terms of your Credit Card Account Agreement. Should you decide to terminate your Account or the services provided by the Card, the Account will remain open until all Cards issued on the Account are returned. Should you wish to change or delete an owner or authorized signer on the Account, you agree to notify us immediately. You also agree to return the Card of such individuals. In any case, to the extent permitted by law, you agree to pay all amounts due the Bank or paid out of the Account by reason of any use of the Card or personal identification number ("PIN").
6. To the extent permitted by law, you waive and release the Bank from all defenses, rights and claims you have or may have against any third party arising from or relating to any use of the Card.
7. In consideration for using the Card, to the extent permitted by law, you waive any right to stop payment on a draft or item originated by the use of the Card. To the extent permitted by law, you also waive any right to receive automatically with your periodic Account statements a copy or facsimile of any draft or item originated by use of the Card. You have the right to inspect a copy of any such draft or item upon your prompt request and compliance with reasonable procedures set by the Bank. This right is in addition to your rights under the Electronic Fund transfer Act, as described in the ELECTRONIC FUND TRANSFER ACT DISCLOSURES, to receive receipts at the time you make transfers, and to request copies of documents the Bank uses in its investigation when you notify the Bank of an error or question about your statement or receipt as described in the ELECTRONIC FUND TRANSFER ACT DISCLOSURES.
8. As a security measure, when using the Card at an ATM the Bank will limit the amount which may be withdrawn from your Account over certain periods of time. The use of the Card may be otherwise limited by the Bank at its discretion. **Such limitation includes, but is not limited to, Internet related gambling transactions. Your Account will be restricted from using your Card for online betting activity which includes, but is not limited to, lottery tickets, casino gambling chips, off-track betting and wagers at race tracks.** The privilege of using the Card in no way constitutes an absolute right to withdraw all funds from your Account through the use of the Card.
9. The Bank may refuse to issue a Card or may revoke your Card privileges with or without cause or notice, other than any required by federal or state law. The Card at all times remains the property of the Bank and may be repossessed by the Bank at any time. Upon cancellation of your Card privileges, the Card must be surrendered by you to the Bank or its authorized agent upon demand or upon knowledge of cancellation. You agree not to use or attempt to use an expired, revoked or otherwise invalid Card. If the Card or PIN is used other than as permitted by this Agreement, to the extent permitted by law, the Bank may, at its option and without waiving any rights, recognize the transactions and debit or credit your Account accordingly. The cancellation of Card privileges, by you or the Bank, will not affect other rights and privileges under your deposit agreement for the Account.
10. Any refund for goods or services purchased with the Card may only be made in the form of a credit to your Account. You are not entitled to receive the refund in cash. All refunds shall be credited to your Account, even if the refunded transaction originally required a transfer of funds to your Account through an overdraft coverage plan.

11. You agree to notify the Bank if your Card or PIN is lost or stolen or if you believe unauthorized transactions may have occurred on your Card or if you believe that an electronic fund transfer has been made without your permission using information from your Card. You should do so immediately, by calling Toll Free 1-888-SYNOVUS (796-6887) or by writing to:

Synovus Bank

Attn: Card Services-Debit Card

P.O. Box 120

Columbus, GA 31902

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). See the section entitled "Unauthorized Transfers" in the ELECTRONIC FUND TRANSFER ACT DISCLOSURES for additional information concerning your liability for unauthorized transfers.

You also agree, to the extent permitted by law, to cooperate completely with the Bank in its attempts to recover from unauthorized Card users and to assist in their prosecution.

12. The Bank has no liability or responsibility if, for any reason, the Card is not honored at any establishment.
13. You agree to inspect any periodic statements of the Account and to notify the Bank of any erroneous, improper or unauthorized entry to the Account. **If your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once**, by calling or writing the Bank at the telephone number or the address shown in paragraph 11 of this Agreement. In the **ELECTRONIC FUND TRANSFER ACT DISCLOSURES**, see the section entitled "Unauthorized Transfers" for additional information concerning your liability for unauthorized transfers. Also see the section entitled "In Case of Errors or Questions About Your Electronic Transfers".
14. You agree not to disclose to anyone the confidential Personal Identification Number furnished by the Bank to be used in POS and ATM transactions with the Card.
15. Except for telephone orders, POS or ATM use, you agree to sign a draft or other applicable item for any transaction involving the Card.
16. The provisions of any agreement between you and the Bank for your Account, or overdraft protection plan, are included herein by reference except where they conflict or are inconsistent with this Agreement. In that case, this Agreement governs as far as the use of the Card is concerned. The term "draft" used herein means the paper document approved by the Bank for use when a transaction is originated by the Card. It also means any transaction created electronically by use of a POS or ATM terminal. The meaning of the term "check," as used in your Account deposit agreement, includes "draft" for the purpose of this Agreement.
17. The Bank may modify or amend this Agreement, in whole or in part, at any time upon proper notice to you.
18. If the Bank takes legal proceedings against you because of a default in the terms 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.
19. If you authorize another person to use your Card or PIN, you agree, to the extent permitted by law, that you will be liable for all transactions to the Account arising from use of the Card or PIN by such person.
20. If your Account is joint with one or more other persons, each of you is subject to this Agreement and both individually and jointly responsible for any obligations arising from the use of the Card. Any notice given by the Bank shall be deemed given to all of you if mailed in writing to any one

person bound by this Agreement at the last address for the Account furnished in writing to the Bank. You agree the Bank may accept changes of address from the U.S. Postal Service.

21. All matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, or enforcement of this Agreement, shall unless governed by federal law, be determined by the laws of the state whose law is made applicable under the terms of your deposit agreement governing the Account.
22. You authorize the Bank to make or have made any credit, employment and investigative inquiries as the Bank, in its sole and absolute discretion, deems appropriate in connection with the issuance and use of your Card. To the extent permitted by law, the Bank can furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information.
23. The Bank can delay enforcing its rights under this Agreement without losing them.
24. **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.
25. **International Transaction Fee.** The Bank will charge a fee of three percent (3.0%) on all international purchase, credit voucher, and cash disbursement original and reversal transactions [including international transactions made in U.S. Dollars].

Disclosures Made in Compliance with the Electronic Fund Transfer Act

The following disclosures for electronic fund transfers are made to you as required by the Act in connection with any demand deposit (checking), savings, or any other consumer asset account held by us and established primarily for personal, family, or household purposes. The disclosures given here are adapted from model disclosures provided under the Act to the extent that they apply to your account. In these disclosures the words “you” and “your” mean any person authorized under an individual or joint account. The words “we”, “us”, or “our(s)” mean Synovus® Bank.

To aid your understanding of the disclosures, the following definitions are given:

“*Card*” means any Visa Debit Card, Automated Teller Machines (“ATM”) Card, or other means of access to a consumer’s asset account issued by us and accepted by you for the purpose of initiating electronic fund transfers.

“*Electronic fund transfer*” means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, that is initiated through an electronic terminal, telephone, or computer or magnetic tape for the purpose of ordering, instructing, or authorizing us to debit or credit your account. The term includes, but is not limited to, point-of-sale transfers, automated teller machine transfers, direct deposits or withdrawals of funds, and transfers initiated by telephone. It includes all transfers resulting from debit card transactions, including those that do not involve an electronic

terminal at the time of the transaction. Also included are transfers resulting from electronic checks or draft conversions. The term does not include payments made by check, draft, or similar paper instrument at an electronic terminal.

“Electronic terminal” means an electronic device, other than a telephone operated by you, through which you may initiate an electronic fund transfer. The term includes, but is not limited to, point-of-sale terminals, automated teller machines, and cash dispensing machines.

“PIN” means personal identification number or code used by you to initiate electronic fund transfers.

“Preauthorized electronic fund transfer” means an electronic fund transfer authorized in advance to recur at substantially regular intervals.

“Unauthorized electronic fund transfer” means an electronic fund transfer from your account initiated by a person other than you without the authority to initiate the transfer and from which you receive no benefit. The term does not include any electronic fund transfer (1) initiated with fraudulent intent by you or any person acting in concert with you, (2) that is initiated by us or our employee, or (3) initiated by a person who was furnished with the Card or other access device to your account by you, unless you have notified us that transfers by that person are no longer authorized.

UNAUTHORIZED TRANSFERS

(a) **Your liability for unauthorized transfers.** Tell us AT ONCE if you believe your Card or PIN 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 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 or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card or PIN, and we can prove that we could have stopped someone from using your Card or PIN 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) **Telephone number and address to be notified in event of unauthorized transfer.** If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

1-888-SYNOVUS (796-6887)

or write:

SynovusBank

Attn: Card Services-Debit Card

P.O. Box 120

Columbus, GA 31902

You should also call the number or write to the address if you believe a transfer has been made using the information from your check without your permission.

Business Days. Our business days are Monday through Friday. Holidays are not included.

Types of available transfers and limits of transfers: Except as otherwise set forth in the disclosure, the following limitations and types of transfers apply to your Card.

- a) **Account access.** You may use your Card to:
- Withdraw cash from your checking or savings account.
 - Make deposits to your checking or savings account.
 - Transfer funds between your checking or savings accounts whenever you request.
 - Pay for purchases at places that have agreed to accept the Card or PIN.
 - Make payments from your checking and savings accounts for money that you owe to us.
 - Pay bills directly by telephone from your checking or savings account in the amounts and on the days you request.

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

- b) **Limitations on frequency of transfers.** There is no limit on the number of withdrawals from our terminals each day. (If the terminal loses its communications link with the host computer you may not be able to make any cash withdrawals or point-of-sale transfers). Transfers from a money market or savings account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check, debit card, or similar order to third parties are limited to six per month or monthly statement cycle.
- c) **Limitations on dollar amount of transfers.** These transactions have the following daily limits:
- ATM withdrawals are limited to \$600 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.
 - PIN-based transactions are limited to \$1,200 per day.
 - Signature-based transactions are limited to the funds available in your
 - account.
 - Cash advances can not exceed \$3,000 per day.
- d) **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.
 - Pay bills.

Charges for transfers. 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. Paper or electronic transactions will incur these charges:

	<u>Transactions Per Month or Monthly Statement Cycle</u>	<u>Charge per Transaction</u>
Savings Accounts	0-2	\$0
	3 or more	\$3
Money Market Accounts	0-6	\$0
	7 or more	\$15
Holiday Savings		1 free annually then \$5 per transaction

All Accounts. In addition to the above transaction charges, there will be a \$2.50 transaction fee on each withdrawal and a \$2.50 fee for each 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 or the balance inquiry or transfer is made. 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. A replacement card fee of \$5.00 will be applied for card replacements.

NOTICE REGARDING FEES CHARGED BY OTHERS. If you use an ATM that is not operated by Synovus, you may be charged a fee by the operator of the machine and/or by an automated transfer network.

International Transaction Fee. The Bank will charge a fee of three percent (3.0%) on all international purchase, credit voucher, and cash disbursement original and reversal transactions [including international transactions made in U.S. Dollars].

Visa Debit Card. In addition to normal account service charges, your account will be charged a non-refundable fee in the amount of \$5.00 per transaction, if you use your Visa Debit Card to obtain cash from any financial institution. This fee will be deducted at the same time the withdrawal is deducted from the 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.

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

- a) Where it is necessary for completing transfers;
- b) In order to verify the existence or condition of your account or to ensure the accuracy or security of the information for a third party, such as a credit bureau or merchant;
- c) In order to respond to governmental agency or court orders or requests;
- d) If you give us your written permission;
- e) To service providers who perform data processing, records management, collections and other services for us, in order that they may perform those services;
- f) In order to make other financial products or services available to you;
- g) In order to prevent or investigate possible illegal activity; or
- h) In order to issue authorizations for transfers from your account.

We may also disclose information to our affiliated companies as permitted by the federal Fair Credit Reporting Act in accordance with our separate notice to you regarding information sharing with our affiliates.

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

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 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 (unless there are no transfers in a particular month. In any case you will get the statement at least quarterly).

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's how:

Call us at 1-888-SYNOVUS (796-6887)

or write to us at

Synovus Bank

Attn: Card Services-Debit Card

P.O. Box 120

Columbus, GA 31902

Call or write 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.

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 their 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.

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:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal was not working properly and you knew about the breakdown when you started the transfer.

- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

There may be other exceptions stated in our agreement with you.

**In Case of Errors or Questions
About Your Electronic Transfers
Telephone us at 1-888-SYNOVUS (796-6887)
or write to us at
Synovus Bank
Attn: Card Services-Debit Card
P.O. Box 120
Columbus, GA 31902**

Contact us 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 we 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.