CARDHOLDER AGREEMENT

Defined Terms—The following terms have defined meanings in this Agreement: "Account" means the credit card account established by the Bank for the Cardholder under the terms of the Account Application. "Bank" means the issuing bank that issued the credit card under this Agreement. "Card" means the credit card issued by the Bank to the Cardholder. "Card user" means anyone who signs on an application for this Account or is a guarantor of this Account, and "Cardholder" means our letter to apply your approval and discontinue any credit transactions upon notice to the Bank (the "Approval Letter") which is part of the agreement.

By signing, using or authorizing a Card, you accept the terms of this Agreement, agree to be bound by the terms of the Approval Letter. If any provision of this Agreement is held invalid, that section shall be deemed and the invalid provision will be deemed amended to conform to the applicable law. The Cards are our property and must be returned to us immediately according to our Instructions, and we may repossess a Card at any time in our discretion.

1. Promise to Pay—You agree to pay us the total amount of purchases, cash advances, finance charges or other fees or charges which arise from use of a Card by you or any other person, unless the other person does not have actual, implied, or apparent authority for such use and you receive no personal benefit from the use. You agree to be jointly and severally liable with any other person who has made the same promise.

2. Credit Limits—Your credit limit is stated on the credit card application and is subject to change at any time. The Bank reserves the right to require you to maintain a positive balance at all times. You agree to apply even if the amount due exceeds your credit limit. Obtaining credit in excess of your credit limit does not increase your credit limit. We can change your credit limit at any time without notice (including, without limitation, the date new credit limit on your next monthly statement).

3. Purchases and cash advances—You may use your Card, up to your credit limit, to buy or lease goods and services and to make cash advances. You may also use your Card to get a cash advance from participating financial institutions subject to the terms of your Agreement with the Bank. You agree to use your Card for any transaction that is illegal under applicable federal, state or local law, and you understand that any transaction that is illegal under applicable law or regulations would violate your Agreement with the Bank and the terms of this Agreement. You are not responsible for the resellers of any item to honor your Card.

4. Monthly statements—We will send you a statement each month which includes any charges, credits, and fees assessed against your Account. The due date for your payment will be 25 days after the date your statement is mailed. Late payments may be subject to a finance charge.

5. Payments—You agree to make the minimum monthly payments that are described in the Approval Letter, and to make all payments on this Account at the address identified on your application. Any payment you make will be credited in the order in which it is received. Only cash, cash payments, partial payments, pre-authorized checks, or any form of payment containing restrictions will be considered as payments without bringing any of our rights under this Agreement. Our acceptance of check or money orders indicates "payment in full" to any effect that the amount will not be reduced by any further notice of any of our rights under any Agreement. The fees, payments, and payments will be applied in the order in which they are received. You agree to make your payment in full at the end of each billing cycle. The minimum payment due will be applied in the following order: Holding fee, finance charges, past due fees, minimum balance amount due that is calculated separately from the minimum payment due, the Account balance with the lowest APR, then to cash advances, then to purchases, then to other transactions and other transactions.

6. Balance Calculation Method—We figure the interest charge for each billing period using the "average daily balance method" on the last day of each month. This method consists of: (a) including in the calculation of your balance at the end of each billing cycle all the purchases you made each day during the billing cycle, (b) including in the calculation of your balance at the end of each billing cycle all the cash advances you made each day during the billing cycle, and (c) dividing the total by the number of days in your billing cycle. This gives us the "average daily balance.

7. Cash advance fee—Cash advances are subject to the fees and rates described in the Approval Letter. The cash advance fee for a finance charge is and is imposed at the highest rate of the cash advances. Interest does not accumulate on this fee. The following transactions will be assessed as cash advances: These fees will be charged to your Account from a participating Automated Teller Machine ("ATM"). Unless otherwise stated, the fee is imposed on the date the transaction is made with a participating financial institution.

8. Late fees—If you fail to make a payment on the due date, we may charge a late fee. The following services are not considered late fees:

9. Liability for unauthorized use—If you notice the loss or theft of your Card or a possible unauthorized use of your Card or Account, you should report it immediately to us at 1-800-309-5400, or call us at 1-800-234-0254. You will not be liable for any unauthorized use that occurs after you notify us of the loss or theft. However, we reserve the right to impose a fee for any unauthorized use that occurs after you notify us of the loss or theft. You agree to cooperate with us to help us prevent any unauthorized use of your Card.

10. Lost or Stolen Card—If your Card is lost or stolen, you should report it immediately to us at 1-800-309-5400, or call us at 1-800-234-0254. You will not be liable for any unauthorized use that occurs after you notify us of the loss or theft. You agree to cooperate with us to help us prevent any unauthorized use of your Card.

11. Liability for unauthorized use—If you notice the loss or theft of your Card or a possible unauthorized use of your Card or Account, you should report it immediately to us at 1-800-309-5400, or call us at 1-800-234-0254. You will not be liable for any unauthorized use that occurs after you notify us of the loss or theft. However, we reserve the right to impose a fee for any unauthorized use that occurs after you notify us of the loss or theft. You agree to cooperate with us to help us prevent any unauthorized use of your Card.

12. Default—You will be in default if you fail to make any minimum payment or other required payment by the due date. This rate will increase to the highest APR that is applicable to the credit transaction or account. The rates associated with credit card insurance premiums; fees charged by the Bank for the purchase of or application for credit; tax; any application fee charged (other than participation fees charged under the transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

13. International Transactions—When you use your Card for a transaction denominated in a currency other than your Card's currency, the transaction amount will be converted into U.S. dollars by applying an exchange rate selected by the Card Association from among the range of rates available at the time of the transaction or the government-sanctioned rate on the date the transaction was processed. The rate chosen may vary from the rate charged by the Card Association itself. When you use your Card in a country where the currency is not convertible, you agree to make a purchase, obtain a cash advance, obtain a credit card, or receive any of these transactions, a financial charge equal to one percent of the amount of the transaction (expressed as a percentage) will be imposed on the transaction, which will be charged to your Account. The fee is imposed on the date of the transaction. Interest does not accrue on the foreign transaction fee. "Card association fees" means either VISA International or MasterCard International.

14. Credit reporting—You authorize us to obtain credit reports on you when opening, renewing or revoking your Account, and you authorize us to disclose information regarding your Account to credit bureaus and other third parties. We reserve the right to report your credit card account to credit reporting agencies. If you think we reported erroneous information to a credit reporting agency, you should contact the credit reporting agency directly. The Cardmember Services Address on your billing statement. You should promptly investigate the matter and, if we agree with you, we will correct suchCards and Information. A list of credit information agencies to which we report and request a correction. If, after our investigation, we disagree with you, we will let you see the evidence that supports our position.
In writing or by telephoning how to submit a statement to those agencies for inclusion in your credit report.

15. Other fees—The following charges will be charged to your Account as appropriate.

A. Late and returned payment fees.
   The following charges may be imposed, if applicable:
   • Late Payment Fee: A late payment fee, in the amount indicated in the enclosed disclosure table, may be imposed if the required minimum payment due is not received by the due date listed on the monthly periodic statement.
   • Return Payment Fee: A return payment fee, in the amount indicated in the enclosed disclosure table, may be imposed if your payment is returned by your bank.

B. Replacement Cards, copies, and special services.
   We may charge you a reasonable fee for issuing replacement cards, expediting delivery of your card, or any expedited payment method using a representative, providing photocopies and reproductions that you request, and other special services as related to your account.

C. Collection Costs.
   You agree to pay all costs of collecting any amounts due to us under this Agreement, including court costs and reasonable attorney’s fees, to the extent permitted by applicable law.

16. Amendments—We may amend or cancel this Agreement at any time by giving you reasonable notice as permitted by law or by giving you a notice of the amendments. Cards are property of the Financial Institution and must be returned at our request.

17. Military Lending Act; Severability—The provisions of this Agreement are severable to the extent that any provision hereof held invalid by a court of competent jurisdiction to be unenforceable, void, or prohibited shall not invalidate the remaining provisions hereof. This includes any provision prohibited by the Military Lending Act for borrowings that are covered by the protections of that Act. YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find a Mistake On Your Statement
If you think there is an error on your statement, write to us at:
Member Services
P.O. Box 10496
Oxmoor, AL 35280-0496
In your letter, give us the following information:
• Account Information: your name and account number
• Dollar Amount: the dollar amount of the suspected error
• Description: specify the reason you believe the document is in error.
You must contact us:
• Within 60 days after the error appeared on your statement, or
• At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.
You must notify us of any potential errors in writing. You may call us, but if you do so we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter
When we receive your letter, we must do two things:
1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 60 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:
• We cannot try to collect the amount in question, or report you as delinquent on that amount.
• The charges in question may remain on your statement, and we may continue to charge you interest on that amount.
While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
• We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:
• If we made a mistake: You will not have to pay the amount in question or any interest or fees related to that amount under this Agreement.
• If we do not believe there was a mistake: You will have to pay the amount in question along with applicable interest and fees. We will send you a statement of the amount owed and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 60 days telling us that you still refuse to pay if you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases
If you are dissatisfied with this goods or services that you have purchased with your credit card, and you have filed in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due under your agreement.

To see this right, all of the following must be true:
1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $50.
2. You did not know that these were necessary if your purchase was made in an advertisement we mailed to you, or if we own the company that sold you the goods or services.
3. You must have used your credit card for the purchase. Purchases made with the card must have been made in a store from an ATM or with a check that accesses your credit card account and not cash advances.
4. You must not have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:
Member Services
P.O. Box 10496
Oxmoor, AL 35280-0496
We will investigate your claim but apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

Cardholder Agreement

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