

# United Bank Credit Card Agreement



endeavor

from **UnitedBank**

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**Credit Card Agreement for Consumer Cards**

Thank you for opening a Credit Card Account with United Bank. This Credit Card Agreement (“Agreement”) covers the use of your credit card account (“Account”) with us. It includes the Important Terms of Your Credit Card Account on the enclosed letter or the document that accompanies your Card, as well as any subsequent disclosures, all of which are incorporated here by reference. You accept the terms of this Agreement by using or activating your Account. If you have a joint Account, each of you is bound by this Agreement. Please read this Agreement carefully and save it for future reference.

**Definitions**

The meanings of many of the terms you see in this agreement appear in the Glossary Section. To make this Agreement easier to understand, we will also use the following personal pronouns:

“You,” “your,” and “yourself” mean each applicant and co-applicant for the Account; any person responsible for paying the Account; and anyone you authorize to use, access or service the Account. It also includes an Authorized User as defined in the Glossary Section.

“We,” “us,” “our,” and “United Bank” mean United Bank; and its agents, authorized representatives, successors, and assignees.

The combination of terms that could apply to you will differ depending on your creditworthiness at the time of application. The Agreement contains important information related to consumer credit cards issued by United Bank.

**Pricing Information-Consumer**

Annual Percentage Rate (APR) for Purchases*	15.99% for Classic 11.99% for Preferred 7.99% for Premier
APR for Transfers*	Not all offers contain special Balance Transfer rates; 3.99% for special offer
APR for Cash Advances*	15.99%
Annual Fee	Between \$0 and \$49 annually
Transfer Fee	None
Cash Advance Fee	None
Late Fee	\$15
Overlimit Fee	Between \$0 and \$15 per cycle

**Pricing Information-Business**

Annual Percentage Rate (APR) for Purchases*	10.99% Business
APR for Transfers*	Not all offers contain special Balance Transfer rates; 3.99% for special offer
APR for Cash Advances*	15.99%
Annual Fee	Between \$0 and \$49 annually
Transfer Fee	None
Cash Advance Fee	None
Late Fee	\$15
Overlimit Fee	Between \$0 and \$15 per cycle

**\*Your APRs will vary with the market based on the Prime Rate, except for the balance transfer APR. The Prime Rate is the highest bank prime loan rate as published by the Wall Street Journal in its Money Rates Section on the 15th day (or the next business day if the 15th is not a business day) of the calendar month preceding the first day of the billing period. If the Periodic Rate(s) and corresponding Annual Percentage Rate(s) increase, your interest charges will increase and your minimum payment may be greater. Your Purchase APR will equal the Prime Rate plus a margin of 4.74 to 12.74 and you Cash Advance APR will equal the Prime Rate plus a margin of 12.74.**

### ***Paying Interest***

You may avoid paying an Interest Charge on the purchases balance by paying the entire New Balance by the Payment Due Date each month. If you have been paying your account in full with no interest charges applied and you do not pay your next bill in full, prorated interest charges will be assessed. An Interest Charge will continue to accrue on the cash advance balance until paid in full. If your account has a cash advance or promotional balance, this may impact how we are required to apply your payments and whether you can avoid Interest Charges on purchases.

### ***Grace Period***

"Grace Period" means the period of time during the billing cycle when you will not accrue interest on certain transactions or balances. There is no grace period for Balance Transfers or Cash Advances; we begin charging interest on Balance Transfers and Cash Advances on the transaction date. We will not charge interest on Purchases on the next statement if you pay the New Balance Total in full by the Payment Due Date.

### ***How We Calculate the Balance for Interest Charge***

We calculate a Daily Balance for your Account balance. We maintain separate balances for your Purchases, Cash Advances, and special promotions (i.e., a "Balance Type") and calculate a Daily Balance for each. To determine the Daily Balance for a Balance Type, we take the beginning balance for the Balance Type, add any new charges included in that Balance Type, and subtract any payments and credits applied to that Balance Type. We then multiply the resulting balance by the applicable Daily Periodic Rate and that Daily Interest Charge is included in the beginning balance of that Balance Type for the next day. Purchases and Cash Advances are included in the Daily Balance as of the later of the transaction date or the first day of the billing period in which the Purchase or the Cash Advance is posted to the Account. Cash Advance fees are included in the Daily Balance of Cash Advances, and all other fees are included in the Daily Balance of Purchases, when posted to the Account. At the end of the billing period, we will add up the Daily Interest Charges on all Balance Types for each day in the billing period to get the Total Interest Charge for the billing period. The Balance Subject to Interest Rate shown on the front of the statement is the average daily balance which is multiplied by the number of days in the billing cycle and the periodic rate applied to the Balance Type to determine the amount of interest.

### ***Account Documents***

Your Account with us is governed by the following documents:

- (1) This document;
- (2) All Statements;
- (3) Personal guaranty if applicable;
- (4) All rewards information and documentation, if your Account has rewards;
- (5) Any Privacy Notices describing our limitations on sharing information about you with others;
- (6) The "Security" Agreement if you have a secured Card;
- (7) All disclosures and materials provided to you before or when you opened your Account, including;
- (8) All other documents and disclosures relating to your Account including those provided online; and
- (9) Any future changes we make to any of the above things.

Please read these carefully and keep them for future reference. An image of any of these can be used instead of the original.

### ***Credit Limits***

When you open your Account, you will receive your credit limits. These will also appear on your Statements. We might also refer to your credit limits as your credit lines. We may give you different credit limits for the different Segments of your Account. For example, you might have a different credit limit for purchases than for Cash Advances.

You are responsible for keeping track of your Account balances and your available credit limits. Do not allow your Account to go over any credit limit. We may still honor transactions above your credit limits, but our honoring of these transactions will not increase your credit limit.

We may also increase, decrease, restrict, or cancel your credit limit on any Segment at any time. This will not affect your obligation to pay us.

### ***Using Your Account***

You promise to follow the terms of this Agreement as long as your Account remains open or has a balance. Please sign the Card immediately when you receive it. The Card is valid during the dates provided on the front. The Card is our property, and you will return it to us or destroy it if we ask.

You will take reasonable steps to prevent the unauthorized use of your Card and Account.

We are not responsible if anyone refuses to accept your Card for any reason. Also, we may reject any transaction for any reason. Unless we tell you otherwise, we will bill each transaction to the applicable Segment of your Account and apply it against your available credit limit for the Account and Card for that Segment in each Billing Cycle.

You may also obtain Cash Advances and Transfers if they are permitted for your Account. Unless we agree, you may not use a Transfer to transfer amounts from other Accounts with us.

You must not use, or try to use, the Card for any Internet gambling transactions or transactions that are illegal or not permitted by us. You will still be responsible if you do. In addition, these transactions will be subject to this Agreement, and you might have to reimburse the Payment Card Network and us for all damages and expenses.

From time to time, due to circumstances beyond our control (such as system failures, fires, floods, natural disasters or other unpredictable events) our services might be unavailable. When this happens, you might be unable to use your Card or obtain information about your Account. We will not be responsible or liable if this happens.

### ***Rewards***

Your Account might provide you with the opportunity to earn rewards. If it does, we will separately provide you with all information and terms about your rewards. We will include on your Statements all rewards you have earned. It might take up to two Billing Cycles for your earned rewards to appear on your Statement. Not all consumer credit card applicants are eligible for rewards. Eligibility for rewards is based on the consumer's credit.

### ***Using a PIN***

We may give you a personal identification number (PIN). For security reasons, you might have to provide the PIN before you are able to complete some transactions using the Card. With a PIN, you may use your Card to obtain cash from certain automated teller machines (ATM). You may do these things if the ATM requires entry of a PIN and displays the logo of the Payment Card Network on your Card. We will treat all ATM transactions as Cash Advances.

You should keep your PIN secure and not write it down, give it to anyone, or keep it with your Card. If you lose your Card or believe that someone has gained unauthorized access to your PIN, you must contact us immediately.

### ***Authorized Users***

You may ask us to add one or more Authorized Users with additional Cards on your Account. If we agree to your request, we will need certain information about the Authorized User to manage your Account. This will be the same information you provided about yourself as described in the Account Information Section. We may limit an Authorized User's ability to initiate certain transactions. If we do, we will tell you about these limitations before adding any new Authorized User on your Account.

Once we add an Authorized User to your Account, we may discuss your Account with them and provide them with Account information. You will be responsible for the Authorized User's use of the Card and your Account as well as anyone else they allow to use your Card or Account. This will be true even if you did not want, or agree to, the use.

### ***Removing an Authorized User***

If you want to remove an Authorized User from the Account, you must contact us as provided on your Statement and request their removal. We will have a reasonable amount of time after your request to research the situation and remove them. You also must immediately destroy all Cards in their possession and cancel all of their billing arrangements to the Account. We will not do this for you. During this time, you still will be responsible for all amounts they charge to the Account. You will be responsible even if these amounts do not appear on the Account until later. An Authorized User may remove himself/herself from the Account upon request. We may close your existing Account and/or issue a new Card with a new Account number.

### ***Your Promise to Pay***

You promise individually and jointly to pay us all amounts due on your Account. This includes amounts where you did not sign a purchase slip or other documents for the transaction. If you use your Card number without presenting your actual Card (such as for mail, telephone or Internet purchases), this will be treated the same way as if you used the Card in person. If you let someone else use your Card, you are responsible for all transactions that person makes. Your promise to pay us will apply to your estate if you die.

### ***Joint Account***

If this is a joint Account, a default by one of you will be a default by all of you. A court decree for divorce or separation or a non-court mutual agreement does not affect our ability to enforce this Agreement or collect the Outstanding Balance against all liable parties if we were not a party to the decree or agreement.

### ***Guaranty***

In the event your Account is secured by a Guarantor, you agree to provide the Guarantor with all notices due you. You specifically grant the Guarantor a right to access your account information, including but not limited to your payment history, statements, and personally identifiable information. You acknowledge that you have waived some privacy rights by having a guarantor on your account.

### ***Statements***

We will send you one Statement for all Cards on your Account unless the law does not require or permit us to send a Statement. Statements will be sent at the end of each Billing Cycle when your Account has activity and/or a balance. Your Statement will show all transactions billed to your Account during the Billing Cycle along with other important Account information.

For:	Send Information or Contact us here:
<b>Lost/Stolen Card:</b>	Call us immediately at: <b>(770) 567-7211</b> , for after hours <b>(800) 847-2911</b> , or visit a local branch
<b>Account Changes:</b>	<ul style="list-style-type: none"> <li>● Visit a local branch</li> <li>● Call the Contact Center at <b>(770) 567-7211</b></li> </ul>
<b>Question or Disputes about your bill or transactions on the account:</b>	<p><b>If you think there is an error on your statement, write to:</b>  <b>United Bank</b>  <b>C/O Card Services</b>  <b>P.O. Box 869</b>  <b>Zebulon, GA 30295</b> or complete the Dispute Form in one of our United Bank offices. You may also contact us by phone at <b>(770) 567-7211</b> or visit a local branch but this will not preserve your rights.</p>
<b>Questions or Disputes about our reports of your Account to the credit bureaus:</b>	<p>If you believe we have reported inaccurate information about your Account to a credit bureau, you may notify us by sending your Account number and a description of the information you believe to be inaccurate along with any documentation supporting the inaccuracy such as your credit report to: <b>United Bank</b>  <b>C/O Card Services</b>  <b>P.O. Box 869</b>  <b>Zebulon, GA 30295</b></p>
<b>Payments:</b>	<p><b>Make your payment:</b></p> <ul style="list-style-type: none"> <li>● Online transfer from your United Bank checking account at <a href="http://www.accessunited.com">www.accessunited.com</a>.</li> <li>● Telephone transfer from your United Bank checking account <b>(770) 567-7211</b>.</li> <li>● Visit a local branch</li> <li>● Or mail your payment to:  <b>United Bank</b>  <b>C/O Card Services</b>  <b>P.O. Box 869</b>  <b>Zebulon, GA 30295</b></li> </ul>

### ***Lost or Stolen Card***

You will take reasonable steps to prevent the unauthorized use of your Card and Account. If your Card is lost or stolen or if someone else might be using it without your permission, you notify us immediately. You may tell us by calling the telephone number on the back of your Card or on your Statement or by writing us at the address on your Statement. You will not be responsible for charges made to your Account that are found by us to be unauthorized. If we reimburse your Account for unauthorized charges made using your Card, you will help us investigate, pursue and get reimbursement from the wrongdoer. Your help includes giving us documents that we ask for and that are acceptable to us.

### ***Account Information***

You must tell us when any personal information changes. Please update your address in the manner provided on your Statement. You may also update some of this information by calling one of our representatives at the telephone number provided on your Statement or on the back of your Card. We may require you to provide additional documents that are acceptable to us to verify this information or any changes. We maintain the right to restrict or close your Account if your information cannot be verified or if you do not provide additional information as requested.

### ***Closing or Suspending Your Account***

You may ask us to close your Account by calling or writing us using the phone number and address described on your Statement. If you use your Card or charges post to your Account after you ask us to close it, we may keep it open or reopen it.

We may close or suspend your Account and your right to obtain credit from us. We may do this at any time and for any reason, permitted by law, even if you are not in default. A suspension of your Account might be permanent or temporary.

If your Account is closed or suspended for any reason, you must stop using your Card. You must also cancel all billing arrangements to the Account. We will not do this for you. If we close or permanently suspend your Account, you must also destroy all Cards. You must still pay us all amounts you owe on the Account, even if they are charged after your Account is closed or suspended.

### ***Disputed Transactions***

You must inspect each Statement you receive and tell us about any errors or questions you have as described in the "Billing Rights Summary" part of your Statement and other account Disclosures. If you do not notify us as provided in those disclosures, we may assume that all information in the Statement is correct.

If you dispute a transaction made by you or someone else on your Account, and we later credit your Account for all or part of the disputed amount, you give us all of your rights against that other person. You also will:

- (1) Not pursue any claim or reimbursement from the merchant and that other person; and
- (2) Help us pursue and get reimbursement from the merchant and that other person; your help includes giving us documents that we ask for and that are acceptable to us.

### ***Billing Rights Summary***

If you think there is an error on your statement, write to United Bank, c/o Card Services, PO Box 869, Zebulon, GA 30295 or complete the Dispute Form in one of our United Bank offices.

In your letter, give us the following information:

- (1) **Account Information:** Your name and account number;
- (2) **Dollar Amount:** The dollar amount on the suspected error;
- (3) **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- (1) We cannot try to collect the amount in question, or report you as delinquent on that amount;
- (2) The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount;
- (3) While you do not have to pay the amount in question, you are responsible for the remainder of your balance;
- (4) We can apply any unpaid amount against your credit limit.

### ***Changing your Account Terms and Agreement***

We can change the terms of your account as permitted by law. When required, we will send you notice before doing so. At any time, we may add, delete or change any term of this Agreement unless the law prohibits us from doing so. We will give you notice of any changes as required by law. If we do notify you of changes, we will send you a separate notice or inform you on your Statement. We may send this notice to you electronically as permitted by law. Our notice will tell you when and how the changes will take effect and describe any rights you have in connection with the changes.

Your variable Annual Percentage Rates (if applicable) can go up or down as the index for the rate goes up or down. If we increase your Interest Charges for any other reason we will notify you in writing. If we increase your Fees or other terms of your Account we will notify you in writing and inform you of your options in advance, including the right to opt out of some of these changes.

We may increase your Interest Charges for new transactions and your Fees after the first year in which the Account has been opened. Also, if your payment is not received within 60 days after the payment due date, we may increase your Interest Charges and Fees for existing balances and new transactions at any time. We may change any other terms of your Account at any time.

### ***Transactions Made in Foreign Currencies***

If you make a transaction in a foreign currency, the Payment Card Network will convert it into a U.S. dollar amount. The Payment Card Network will use its currency conversion procedures in effect when it processes the transaction. The conversion rate in effect on the processing date might differ from the rate in effect on the transaction or posting date. We do not currently adjust the currency exchange rate or charge any additional currency conversion Fees.

### ***No Warranties***

Except as otherwise provided in the "Billing Rights Summary" section of your Statements, we are not responsible for any claim you might have regarding the purchases of goods or services made with your Card.

### ***Merchant Refunds and Returns***

If you are entitled to a refund for goods or services purchased with your Card, you will accept these refunds as credits to the purchase Segment of your Account. We do not control when a merchant sends us your refund. We will also have a reasonable amount of time after we receive your refund to process it.

If a merchant has a policy such as "no returns," "no refunds," "no return or credit without receipt," "as is," "store credit only," or "all sales final," you will be bound by that policy. If a merchant does not disclose a policy, you should ask what the return policy is to protect yourself.

**Your Minimum Payment Amount- Consumer**  
**Each Minimum Payment is one of the following amounts, whichever is greatest:**

**The sum of:**

- 3% of the New Balance;
- Finance Charges, Interest, Fees;
- Other charges we may impose; and
- Any past due amount;

**OR**

- \$20 plus any past due amount (or your New Balance if less than \$20);

**Late Payment Fees:** If we do not receive payment between the Due Date and 5 calendar days past the Due Date, we charge a Late Fee of \$15 and may suspend your account.

**How we apply Payments:** We apply all payments, Minimum Payments and amounts paid in excess of a Minimum Payment to the balance with the highest APR.

**When we credit Payments:** We credit mailed payments as of the date received, if the payment is: 1) received by 5:00 p.m. local time at the address shown on the remittance slip on the front of your monthly statement, 2) paid with a check drawn in US Dollars on a US financial institution or a US dollar money order, and 3) sent in the return envelope with only the remittance portion of your statement accompanying it. Payments received by mail after 5 p.m. local time at the remittance address on any day including the Payment Due Date, but that otherwise meet the above requirements; will be credited as of the next day. Payments made online or by phone will be credited as of the date of receipt if made by 5 p.m. Eastern time. Credit for any other payments may be delayed up to 5 days.

**Your Minimum Payment Amount-Business**  
**Each Minimum Payment is one of the following amounts, whichever is greatest:**

**The sum of:**

- 25% of the New Balance;
- Finance Charges, Interest, Fees;
- Other charges we may impose; and
- Any past due amount;

**OR**

- \$20 plus any past due amount (or your New Balance if less than \$20);

**Late Payment Fees:** If we do not receive payment between the Due Date and 5 calendar days past the Due Date, we charge a Late Fee of \$15 and may suspend your account.

**How we apply Payments:** We apply all payments, Minimum Payments and amounts paid in excess of a Minimum Payment to the balance with the highest APR.

**When we credit Payments:** We credit mailed payments as of the date received, if the payment is: 1) received by 5:00 p.m. local time at the address shown on the remittance slip on the front of your monthly statement, 2) paid with a check drawn in US Dollars on a US financial institution or a US dollar money order, and 3) sent in the return envelope with only the remittance portion of your statement accompanying it. Payments received by mail after 5 p.m. local time at the remittance address on any day including the Payment Due Date, but that otherwise meet the above requirements; will be credited as of the next day. Payments made online or by phone will be credited as of the date of receipt if made by 5 p.m. Eastern time. Credit for any other payments may be delayed up to 5 days.



**Minimum Payment**

Your Statement will provide instructions for making payments, including the amounts due and the due date for receiving your payment. If applicable, your Statement will also include a minimum payment amount. To avoid a late payment Fee, you must pay us at least this minimum payment amount by the due date provided in the Statement.

In addition to the minimum payment, you may pay all or part of the total balances on your Account. However, you must still pay at least the minimum payment amount each month, even if you paid greater than the minimum on the previous Statement. We will continue to charge Interest Charges during Billing Cycles when you carry a balance regardless of whether your Statement includes a minimum payment that is due.

**Making Payments**

We will accept payments at our United Bank banking offices, via our Contact Center, via our online banking and by U.S. Mail. Your payments must be in U.S. dollars from a U.S. deposit account and otherwise be acceptable to us. We do not accept cash payments through the mail. You may not make payments with funds from your Credit Card Account or any other credit account with us.

**Mailed Payments**

You must mail payments to us at the address provided on your Statement or as otherwise instructed by us or our agents. We will credit it to your Account on the day we receive it, if:

- (1) You send the payment coupon included with your Statement in the same envelope with your payment;
- (2) You include your Account number on your payment; and
- (3) Your payment arrives at the address indicated on the payment coupon in our processing center by the time indicated on your Statement.

If your due date occurs on a day on which we do not receive payments, any payment received the next day which conforms to the above requirements will not be treated as late. Please allow seven days for postal delivery. We are not responsible if a payment made using our online payment services is rejected or not paid.

If you give your Account number or other Account information to someone else to make a payment for you, we may provide Account information to them and process their payment as if you made it. We may refuse to accept any payment made by someone else for your Account. If we accept a payment made by someone else for your Account, you will be responsible for the payment made even if that payment is rejected or not paid.

**Payment Processing**

We may accept and process payments without losing any of our rights. Even if we credit your payment to your Account, we may delay the availability of credit until we confirm that your payment has cleared. We may resubmit and electronically collect returned payments. We may also adjust your Account as necessary to correct errors, to process returned and reversed payments, and to handle similar issues.

When you provide an item as payment, it might also be converted into an electronic image and collected and returned electronically. These electronic images may also be converted to substitute checks. We will not be responsible if an item you provide has physical features that when imaged result in it not being processed as you intended.

**How We Allocate Your Payments**

If your account has balances with different APRs, we will allocate the amount of your payment equal to the Total Minimum Payment Due to the highest APR balances first (including transactions made after this statement). Payment amounts in excess of your Total Minimum Payment Due will be applied to balances with higher APRs before balances with lower APRs.

**Credit Balances**

We may reject and return to you any payment that creates a credit balance on your Account. Any credit balance we allow will not be available until we confirm that your payment has cleared. We may reduce the amount of any credit balance by any new amounts billed to your Account. Any credit balance will be refunded by check and made payable to all "Account Owner(s)" and mailed to the billing address on file within 7 business days.

**Account Default**

We may consider you in default of your Agreement with us if:

- (1) You do not make any payment when it is due;
- (2) Any payment you make is rejected, not paid or cannot be processed;
- (3) You exceed a credit limit;
- (4) A bankruptcy or other insolvency proceeding is filed by or against you;
- (5) You die or are legally declared incompetent or incapacitated;
- (6) We determine that you made a false, incomplete or misleading statement on any of your Account documentation, or you otherwise tried to defraud us;
- (7) You do not comply with any term of this Agreement or any other agreement with us; or
- (8) You permanently reside outside the United States.

For certain actions, including changing the rates and Fees on your Account, our options appear in our original offer materials when you opened your Account. Remember, paying the Fees charged in connection with a default will not by itself cure the default. In addition, if you are in default, we may take the following actions without notifying you, unless the law says that we must notify you:

- (1) Close or suspend your Account;
- (2) Lower your credit limits;
- (3) Increase your minimum payment;
- (4) Demand that you immediately pay the entire balances owing on your Account
- (5) Continue to charge you Interest Charges and Fees as long as your balances remain outstanding; and/or
- (6) Pursue any other action against you that the law allows, which includes the filing of a lawsuit against you.

You must pay us all of our collection expenses, attorneys' fees and court costs unless the law does not allow us to collect these amounts.

### ***Communications***

We may contact you from time to time regarding your Account. We may contact you in any manner we choose unless the law says that we cannot. For example, we may:

- (1) Contact you by mail, telephone (landline and/or mobile), email, fax, recorded message, text message or personal visit;
- (2) Contact you at your home and/or at your place of employment;
- (3) Contact you at any time, including weekends and holidays;
- (4) Contact you with any frequency;
- (5) Leave prerecorded and other messages on your answering machine/service and with others; and
- (6) Identify ourselves, your relationship with us and our purpose for contacting you even if others might hear or read it.

Our contact with you about your Account is not unsolicited and might result from information we obtain from you or others. We may monitor or record any conversation or other communication with you. Unless the law says we cannot, we may modify or suppress caller ID and similar services and identify ourselves on these services in any manner we choose. When you give us or we obtain your mobile telephone number, we may contact you at this number and can also leave prerecorded and other messages.

If you ask us to discuss your Account with someone else, you must provide us with documents that we ask for and that are acceptable to us.

### ***Credit Reports***

We may provide information about you and your Account to consumer (credit) reporting agencies and others as provided in our Privacy Notices. Information we provide might appear on your credit report. This could include negative information if you do not comply with the terms of this Agreement. We may obtain and use credit and income information about you from consumer (credit) reporting agencies and others as the law allows.

### ***Re-Verification of Credit Information***

We can reinvestigate any information you provided on your credit application at any time, and in the course of doing so, we may ask you for additional information, request credit bureau reports, and otherwise verify your credit standing. You authorize us to investigate your credit, employment assets, and income records and to verify your credit references. From time to time we may obtain follow-up credit reports on you.

### ***The Law that Applies to Your Agreement***

We make decisions to grant credit and issue you a Card from our offices in Georgia. This Agreement will be interpreted using Georgia law. Federal law will be used when it applies.

You waive any applicable statute of limitations as the law allows. Otherwise, the applicable statute of limitations period for all provisions and purposes under this Agreement (including the right to collect debt) will be the longer period provided by Georgia or the jurisdiction where you live. If any provision of this Agreement is determined to be unlawful, the rest of the Agreement will stand and the unlawful provision will be deemed amended to conform to the law.

### ***Waiver***

We will not lose any of our rights if we delay taking any action for any reason or if we do not notify you. For example, we may waive your Interest Charges or Fees without notifying you and without losing our right to charge them in the future. We may always enforce our rights later and may take other actions not listed in this Agreement if the law allows them. You do not have to receive notice from us of any waiver, delay, demand or dishonor. We may proceed against you before proceeding against someone else.

### ***Assignment***

This Agreement will be binding on, and benefit, any of your and our successors and assigns. You may not transfer your Account or your Agreement to someone else without our written permission.

We may transfer your Account and this Agreement to another company or person without your permission and without prior notice to you. They will take our place under this Agreement. You must pay them and perform all of your obligations to them and not us. If you pay us after you are informed or learn that we have transferred your Account or this Agreement, we can handle your payment in any way we think is reasonable. This includes returning the payment to you or forwarding the payment to the other company or person.

### **Arbitration**

You and United Bank (the "Bank") agree that if a Dispute arises between you and the Bank, upon demand by either you or the Bank, the Dispute shall be resolved by the following arbitration process. The foregoing notwithstanding, the Bank shall not initiate an arbitration to collect a consumer debt, but reserves the right to arbitrate other disputes with its consumer customers. A "Dispute" is any unresolved disagreement between you and the Bank. It includes any disagreement relating in any way to the Card or related services, Accounts, or matters; to your use of any of the Bank's banking locations or facilities; or to any means you may use to access the Bank. It includes claims based on broken promises or contract, torts or other wrongful actions. It also includes statutory, common law, and equitable claims. A Dispute also includes any disagreements about the meaning or application of this Arbitration Agreement. This Arbitration Agreement shall survive the payment or closure of your Account. **YOU UNDERSTAND AND AGREE THAT YOU AND THE BANK ARE WAIVING THE RIGHT TO A JURY TRIAL OR TRIAL BEFORE A JUDGE IN A PUBLIC COURT.** As the sole exception to this Arbitration Agreement, you and the Bank retain the right to pursue in small claims court any Dispute that is within the court's jurisdiction. If either of you or the Bank fails to submit to binding arbitration following lawful demand, the party so failing bears all costs and expenses incurred by the other in compelling arbitration.

Either you or the Bank may submit a Dispute to binding arbitration at any time notwithstanding that a lawsuit or other proceeding has been previously commenced. **NEITHER YOU NOR THE BANK SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** Each arbitration, including the selection of the arbitrator(s), shall be administered by the American Arbitration Association (AAA), or such other administrator as you and the Bank may mutually agree to (the AAA or such other mutually agreeable administrator to be referred to hereinafter as "Arbitration Administrator"); according to the Commercial Arbitration Rules and the Supplemental Procedures for Consumer Related Disputes ("AAA Rules"). To the extent that there is any variance between the AAA Rules and this Arbitration Agreement, this Arbitration Agreement shall control. Arbitrator(s) must be member of the state bar where the arbitration is held, with the expertise in the substantive laws applicable to the subject matter of the Dispute. No arbitrator or other party to an arbitration proceeding may disclose the existence, content, or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. You and the Bank (the "Parties") agree that in this relationship: (1) The Parties are participating in transactions involving interstate commerce; and (2) This Arbitration Agreement and any resulting arbitration are governed by the provision of the Federal Arbitration Act (Title 9 of the United States Code), and, to the extent any provision of that Act is inapplicable, unenforceable or invalid. If any of the provisions of this Arbitration Agreement dealing with class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, that invalid provision shall not be severable and this entire Arbitration Agreement shall be unenforceable.

This Arbitration Agreement does not prohibit the Parties from exercising any lawful rights or using any other available remedies to preserve, foreclose, or obtain possession of real or personal property; exercise self-help remedies, including setoff and repossession rights; or obtain provisions or ancillary remedies such as injunctive relief, attachment, garnishment, or the appointment of a receiver by a court of competent jurisdiction. Any statute of limitations applicable to any Dispute applies to any arbitration between the Parties. The provisions of this Arbitration Agreement shall survive termination, amendment, or expiration of the Card or any other relationship between you and the Bank.

Arbitration fees shall be determined by the rules or procedures of the Arbitration Administrator, unless limited by applicable law. Please check with the Arbitration Administrator to determine the fees applicable to any arbitration you may file. Unless inconsistent with applicable law, each of us shall bear the expense of our own attorney, expert and witness fees, regardless of which of us prevails in the arbitration.

## **Glossary**

- **“Account”** means your Card Account with us.
- **“Account Owner”** means you established the Account, signed an application or other document establishing your liability, or made a transaction or payment knowing that your name appears on a Bill for the Account. If your name appears on a Bill, this means our records show you are a Cardholder.
- **“Annual Percentage Rate” or “APR”** is an annualized interest rate. Different APRs may apply to different balances on your account, such as your purchase balance or your cash advance balance. We use the APR that applies to each balance to calculate the interest that you owe us on the account.
- **“Authorized User”** means one or more persons who may use the Card but is not responsible for the repayment of the Account.
- **“Balance Transfer”** means a Transfer posted to the purchase Segment of your Account unless otherwise described in your Other Account Disclosures.
- **“Billing Cycle”** means a period of time that might vary in length but is approximately 30 days. The specific period of time is described on each Statement. However, you will have a Billing Cycle even if a Statement is not required. We will often specify a Billing Cycle by the month in which its closing date occurs as provided on the Statement. For example, a “March Billing Cycle” will have a closing date in March. We may also refer to a Billing Cycle as a “Billing Period.” If your Account balance has charged off, we may switch your Account to quarterly Billing Cycles.
- **“Business Day”** means any day in which United Bank’s offices are open for the processing of payments and credits.
- **“Card”** means any United Bank credit Card associated with your Account, which includes all renewals and substitutions. It also means any other access device for your Account we give you that allows you to obtain credit, including any Account number.
- **“Cash Advance”** means using the Card to obtain loans in cash or things we consider cash equivalents. Cash equivalents include wire transfers, travelers’ checks, money orders, foreign currency, lottery tickets, gaming chips and wagers. Cash Advances are posted to the Cash Advance Segment of your Account and not to your purchase Segment.
- **“Fees”** means charges imposed on your Account that are not based on the Annual Percentage Rates.
- **“Interest Charges”** means any charges to your Account based on the application of Annual Percentage Rates.
- **“Item”** means a check, draft, money order or other negotiable instrument you use to pay your Account. This includes any image of these instruments.
- **“Joint Account”** means any account having more than one account owner.
- **“Payment Card Network”** means Visa Inc., MasterCard International Incorporated, or any other network provider displayed on the Card.
- **“Segments”** means the different parts of your Account we may establish that are subject to unique pricing, grace periods or other terms. We create these parts of your Account for such things as your purchases, Cash Advances and Special Transfers.
- **“Special Transfer”** means a Transfer posted to the Special Transfer Segment of your Account and not to your purchase Segment.
- **“Statement”** means a document or information we provide to you showing Account information including, among other things, transactions made to your Account during a Billing Cycle. We might also refer to your Statement as a “Periodic Statement” or a “Billing Statement.”
- **“Transfers”** means balances transferred from other Accounts to this Account and includes Balance Transfers and Special Transfers.
- **“Truth in Lending Disclosures”** means any Account information we provide to you that is required by law. These include your application and solicitation disclosures, Account opening disclosures, subsequent disclosures, Statements and change in terms notices.