



## Visa® Consumer Credit Card Agreement

Effective April 1, 2022

### **Important Terms of Your Account**

This document forms the “**Agreement**” that governs the credit card account established for you by United Bank (“**Account**”) and each Visa credit card issued to access the Account (a “**Card**”). In this Agreement, “**we**,” “**us**” and “**our**” mean United Bank, and “**you**” and “**your**” mean each person who applied for or otherwise agreed to be responsible for the Account (“**Cardholder**”). If we use a capitalized term in this Agreement but we do not define that term, the term refers to the corresponding term used in your billing statement and if not used in the billing statement, the term will be given the generally accepted meaning used by financial institutions.

We may change the terms of this Agreement (including interest rates, fees, and other charges) at any time. These changes may include adding or deleting terms.

If you have the right to reject any change, and if you reject the change in the manner provided in our notice of the change, we may terminate your right to receive additional credit under this Agreement, close your Account, and ask you to return all cards and other credit devices as a condition of your rejection. In addition to our right to change the terms of this Agreement, we also may replace your Card with another Card at any time.

We may change these terms based on changes to your risk profile, such as changes to your payment patterns, transaction patterns, balance patterns, and utilization levels of this and other accounts, credit bureau information (including the age, history, and type of other accounts), and relationships between each and all of these measures of risk. We may also change terms for reasons not related to your individual credit history, such as overall economic and market trends, changes in applicable law, product design, and business needs. If we plan to change this Agreement, we will comply with the notice requirements and any other restrictions of applicable law that are in effect at that time. You hereby consent to receipt of such notice electronically where electronic notice is permitted by applicable law. As of the effective date of any change, the changed or new terms will apply to new Purchases, Cash Advances and Balance Transfers and also to the outstanding balance of your Account, subject to the limits of applicable law.

**This Agreement contains an Arbitration Clause and Class Action Waiver.**

### **Using Your Account**

You may use your Account for the types of transactions described below. You may not use a Balance Transfer, or any other Cash Advance to make a payment on this or any other account with us. You may not use or permit your Account to be used for any illegal transaction. You may use your Account only for transactions that are legal where you conduct them. We may charge your Account for any illegal transactions, and we will not be liable if you engage in an illegal transaction. We may deny authorization of any transactions identified as Internet gambling. You may not use your Account to conduct transactions in any country or territory or with any individual or entity that is subject to economic sanctions administered and enforced by the U.S. Department of the Treasury’s Office of Foreign Assets control (“OFAC”). Use of your Card in those countries may be blocked.

**Purchases.** You may use your Account to buy or lease goods or services within legal limitations. All Transaction Fees and adjustments associated with Purchases, as well as any applicable fees listed in the Account Summary Table, will be treated as Purchases under this Agreement.

**Balance Transfers.** You may request we make an advance from your Account to pay all or a portion of a balance you owe to another creditor. We may decline your request at our discretion. We may approve your Balance Transfer for a different amount than what you requested. A Balance Transfer cannot be used to pay an existing obligation you owe to us. All Transaction Fees and adjustments associated with Balance Transfers, as well as any applicable fees listed in the Account Summary Table, will be treated as Balance Transfers under this Agreement.

**Cash Advances.** A cash advance is credit being extended to you in the form of a cash loan through any financial institution honoring your Card. Your Cash Advance limit may change from time to time and may not be the same as your Credit Limit. Transaction Fees and adjustments associated with Cash Advances, as well as any applicable fee listed in the Rev. April 1 2022

Account Summary Table, will be treated as Cash Advances under this Agreement.

### **Recurring Preauthorized Charges.**

Recurring preauthorized transactions occur when you authorize a merchant to automatically initiate a transaction using your Account on a recurring basis. If we issue a new Card with a different number or expiration date to you, we may (but are not obligated to) provide your new card number and expiration date to a merchant with whom you have set up a recurring preauthorized transaction in order to continue your recurring preauthorized transactions. You authorize us to provide your new card number and expiration date to such merchants. We update the Merchants through Visa using the Visa Account Updater Service. Merchants use the Visa Account Updater Service which allows them to automatically receive new credit card number and expiration date information associated with your Account, however, not all merchants use this service. There will be circumstances where you will instead have to contact the merchant to provide updated card information. We shall not be responsible for any failed recurring preauthorized transaction with merchants after a new Card is provided, so be sure to confirm your card information with merchants with which you have recurring preauthorized transactions set up. Issuance of a new Card, change in expiration date of your Card, or change in your Card number will not terminate your authorization for recurring preauthorized transactions.

**Foreign Transactions.** You may make a Purchase or obtain a Cash Advance in currency other than US Dollars. If you do, Visa will convert the transaction into US Dollars. The conversion rate between the transaction currency and the billing currency will be either (1) 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 (2) the government-mandated rate in effect for the applicable central processing date. The conversion rate Visa uses may differ from any published rate in effect on the day that you made the transaction, or it was posted to your Account. You agree to pay the amount as converted into US Dollars according to Visa procedures.

**Authorizing Transactions/Suspending and Closing your Account.** We may limit the number or dollar amount of transactions on your Account. We are not obligated to authorize or honor any transaction, even if you have credit available. A transaction above a certain dollar amount may require authorization by us before the transaction can be approved. A merchant does not have to accept your Card, or Account. We will not be liable to you or anyone else if (1) we do not authorize a transaction, regardless of the reason, or (2) a merchant will not accept your Card, or Account. Also, we will not be liable to you or anyone else for goods or services you bought or leased using your Account, or if your Card is retained by us, any other financial institution, or any merchant.

You may close your Account by contacting us at the number provided at the beginning of this agreement.

After your Account is closed, whether by you or us, you may no longer make transactions on your Account, but your obligations under this Agreement will continue until we receive full payment of all amounts owed under this Agreement.

We may suspend or close your Account or otherwise terminate your right to use your Account. We may do this at any time, for any reason and, unless required by law, without first notifying you. Your obligations under this Agreement continue even after we have done this. Upon our request, you must destroy all Cards, or other credit devices on the Account.

After your Account is closed, you must contact anyone authorized to charge transactions to your Account, such as internet service providers, health clubs or insurance companies. These transactions may continue to be charged to your Account until you change the billing. Also, if we believe you have authorized a transaction or are attempting to use your Account after you have requested to close the Account, we may allow the transaction to be charged to your Account.

### **Your Responsibility for the Account**

**Cardholder.** A Cardholder is the person or persons who applied for and been issued a Card or has agreed otherwise agreed to pay obligations arising from a Card issued to another person. As the Cardholder(s), you are liable for all credit obtained under your Account. If you authorize another person to use your Card or your Card information, you are liable for any credit obtained on your Account for as long as that person holds the Card or has your Card information. In addition, you will remain liable until you recover possession of the Card or the Card information. Misuse of your Card by another Cardholder or an Authorized User will not be considered unauthorized use. You have a duty to protect your Card and your Card information and failure to do so may result in use that is not considered unauthorized use. All Cardholders are jointly and severally liable for the Account. We may send notice and Account materials (including Cards and statements) to any Cardholder, and it will be considered notice to all Cardholders. We may honor instructions from any Cardholder. If we receive conflicting instructions from Cardholder, we may suspend the Account until the conflict is resolved to our satisfaction or close the Account.

**Authorized Users.** An Authorized User is a person(s) authorized by the Cardholder to obtain credit on the Cardholder's

Account(s), whether named in an application as an Authorized User or otherwise. You may designate Authorized Users of the Account and may request Cards for those Authorized Users. You may set a maximum amount of credit (in an amount less than the Credit Limit) as a spending limit assigned to the Card for an Authorized User; provided that the maximum amount of credit you set for each Authorized User may not, in the aggregate, exceed the Credit Limit. In addition, the aggregate outstanding balance for the Account may not exceed the Credit Limit, without regard to any maximum amount of credit established for each Authorized User. We have no obligation to issue cards to any Authorized User, and we may terminate the access of any or all Authorized Users to your Account at any time. If we terminate an Authorized User's access to your Account, we may close your Account and open a new account with a different account number.

In addition to requesting a Card for an Authorized User, a person who you give your Card or your Card information to and who you permit to use your Card or Card information is an Authorized User. You will be responsible for all transactions made by that person to the fullest extent permitted by law, including transactions for which you may not have intended to be liable, even if the amount of those transactions causes your credit limit to be exceeded.

You must think carefully before you allow anyone to become an Authorized User. By doing so, you authorize the person to use your Account to the same extent you can, including but not limited to making any Purchases, Balance Transfers, Cash Advances, and allowing others to use your Account. An Authorized User's authority will continue until you notify us that you are terminating the authority and you physically retrieve the Card. If you cannot retrieve the Card, you will remain liable for any transactions that we cannot prevent after you notify us.

Authorized Users are permitted to use the Card issued to them under the Account, make payments on the Account, report their Card as lost/stolen, confirm a fraudulent transaction on their Card, and initiate a dispute on the Account for transaction posted on their Card. Additionally, each Authorized User may: obtain basic card Account information (including information such as spending limit available for their Card, Payment Due Date, etc.). Under no circumstances will an Authorized User be permitted to: discuss our credit information; close or reopen the Account; or request the following: name changes; Credit Limit changes; replacement Cards; the addition of Authorized Users; or removal of a Cardholder (except that an Authorized User will be permitted to remove themselves as an Authorized User on the Account).

**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 remove an Authorized User. You are responsible for collecting and destroying all Cards in the possession of an Authorized User. Your request to remove an Authorized User will not relieve you of responsibility for the charges the Authorized User has made on your 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.

**Unauthorized Transactions.** Unauthorized Use is the use of your Card by a person, other than the Cardholder, who does not have actual, implied or apparent authority for such use, and from which the Cardholder received no benefit. If you notice the loss or theft of your Card or possible Unauthorized Use of your Account, you should contact us immediately. See the *How to Contact Us* section. If you write to us, please include (1) your name, (2) your account number, (3) the date of transaction, (4) the amount of transaction, and (5) any law enforcement contact, if applicable. Generally, Unauthorized Use must be reported within 60 days of the Unauthorized Use appearing on your statement.

You will take reasonable steps to prevent the Unauthorized Use of your Card and Account. You will not be liable for any Unauthorized Use that occurs after you notify us. You may, however, be liable for Unauthorized Use that occurs before your notice to us if we reasonably determine, based on substantial evidence, that you were fraudulent or negligent in handling the Account or the Card. In any case, your liability will not exceed the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us. 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.

**Identify Theft.** If you believe you have been the victim of identity theft and that there is a transaction(s) or application(s) you believe is the result of that identity theft, please write to us at: United Bank, Credit Card Services, P.O. Box 360, Barnesville, GA 30204. All submission regarding identify theft must be sent to the foregoing address. If you contact us by phone, we may require you to make a written submission. Once we receive the request, we will respond within the next 30 days, pending any verification of identity, with any information in our control regarding the identity theft claim. We may require you verify your identity before we investigate the claim.

**Your Payment Obligations.** You promise to pay us for all transactions on your Account, including those by any Authorized User. You also promise to pay any interest, fees, and other amounts you owe us under this Agreement. We will send you billing statements that show the amount you owe, the minimum amount you must pay for a particular billing cycle, and the

date on which that required payment is due.

**Guarantor.** A Guarantor means each person that has guaranteed payment of all amounts due under this Agreement. In the event that your Account is guaranteed 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 having a Guarantor on your account.

**Security Interest.** If we now, or in the future, hold any title, pledge or security instrument in any of your property other than a residence, it may be that the terms of the instrument creating such title, pledge or security interest will also secure your obligations on your Account.

**How and Where to Make Payments.** We will accept payments at our United Bank banking offices, via our Contact Center, via our online banking, via the United Bank mobile app, interactive teller machine (ITM), and by U.S. Mail. Payments will be posted to your Account as of the date received if (1) made in person at any of our branch locations prior to its close of business, (2) received by 8:00PM eastern time by our Contact Center, (3) received by 8:00PM eastern time via online banking, (4) received by 8:00PM eastern time via our mobile app, (5) made in person at any ITM prior to its close of business, or (6) the payment is received by 5:00PM eastern time at the remittance address shown on your statement. 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, to include but not limited to a Home Equity Line of Credit.

Your payments must conform to the requirements provided in this Agreement and each billing statement. The requirements on the statement may vary without prior notice. All payments must be made in U.S. dollars and drawn on a financial institution located in the United States. You should mail your check or money order, along with the payment coupon from each statement, to the address shown on the payment coupon.

You may not use a postdated check to make a payment. If you postdate a payment check, we may cash it upon receipt or return it to the person who sent it, in either case without waiting for the date shown on the check. We are not liable to you for any loss or expense you incur that arises out of any action we may take.

Any payments marked "paid in full" must be mailed to the address for disputed payments shown on the back of your billing statement.

Except as required by law, no payment, including those marked with "paid in full" or with any other restrictive words, shall operate as an accord and satisfaction without the prior written approval of one of our senior officers.

**Mailed Payments.** Mailed payments must be mailed 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:

- You send the payment coupon included with your Statement in the same envelope with your payment;
- You include your Account number on your payment; and
- 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 ample time for postal delivery.

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.

**Minimum Payment Due.** You may pay your total outstanding balance at any time without penalty. Each billing cycle, you must pay at least the Minimum Payment Due shown on your monthly statement by its Payment Due Date.

For each billing cycle, the Total Minimum Payment Due will be the sum of the following:

- Three percent (3%) of your total New Balance (excluding any new interest charges and Late Fee);
- Any new finance charges or interest charges;
- Any new Late Fee; and
- Any past due amount.

The Minimum Payment Due generally will never be less than \$20. However, if your total New Balance is less than \$20, the total Minimum Payment Due will be your total New Balance, plus any past due amount, if applicable. Payments made in any billing cycle that are greater than the Minimum Payment Due will not affect your obligation to make the Total Minimum Payment Due for the next billing cycle.

If a payment is credited to your Account but is returned unpaid in a later billing cycle, we may recalculate the Minimum Payment Due for the billing cycle in which the payment was originally credited.

**Credit Balances.** If you overpay or otherwise have a credit balance on your Account, we will not pay interest on the credit balance. We will refund any credit balance as required by law or earlier at your request, but you cannot obtain the credit balance through a Cash Advance or other use of your Card. We reserve the right to reject any payment if your Account has a credit balance as of the day we receive that payment. Any credit balance we allow will not be available until we confirm that your payment has cleared. Generally, credits to your Account, such as those generated by merchants, are not treated as payments and will not reduce your Minimum Payment Due.

**Grace Period on Paying Interest.** A “Grace Period” is any period during a billing cycle when you will not accrue interest on certain transactions or balances. There is a Grace Period on all Purchases if you pay your entire balance by the Payment Due Date shown on each statement. Where required by applicable law, we will not charge interest on any portion of a Purchase balance that is repaid by the first specified Payment Due Date after each Purchase was made if you paid the total New Balance for the previous billing cycle by the specified due date. There is no Grace Period for Balance Transfers or Cash Advances.

Your Payment Due Date is at least 21 days after the closing date for each billing statement.

Except as described above, if you do not pay your total Statement Balance by the Payment Due Date, we will start charging interest on each new Purchase on the later of (1) the date you make the Purchase, or (2) the first day of the billing cycle in which we add the Purchase to your Account. We will pay down your Purchase balance and other balances as described in the section below titled “Payment Allocation.”

**Payment Allocation.** You may reduce the amount of interest you pay by making payments that are larger than the Total Minimum Payment Due. Because payment amounts in excess of your Total Minimum Payment Due will be applied first to higher Annual Percentage Rate (APR) balances, these balances will be paid off more quickly and you will pay less interest on them than if you paid only the Total Minimum Payment Due.

If your Account has balances with different APRs, we will allocate the amount of any payment that is less than or equal to the Total Minimum Payment Due to the highest APR balances first. Payment amounts in excess of your Total Minimum Payment Due will be applied to balances with higher APRs before balances with lower APRs.

**Account Fees and Charges.** You agree to pay (1) the fees and charges listed below, and (2) the Transaction Fees shown in the Account Summary Table, subject to any limitation of applicable law.

Annual Fee: Currently, there is no annual fee associated with the United Bank Endeavor credit card.

Late Fee: You may be charged \$25 if the Total Minimum Payment Due shown on your monthly statement is not received by us on or before its Payment Due Date and we may suspend your account.

Expedited Delivery Fee: You may be charged this Fee if you request and we agree to arrange for expedited delivery of any Card to you.

**Interest Charges.** *The Daily Periodic Rates (“DPRs”) and Annual Percentage Rates (“APRs”) for your Account are shown in the “Welcome to United Bank” section of the credit card application*

**Variable APRs.** Except for any Promotional APR, the APRs for your Account are variable rates. We calculate each variable APR by adding together an index and a margin. The margin used to calculate each APR is shown on the Pricing Information Section on the credit card application. We calculate each daily periodic rate (DPR) by dividing the APR by 365. The index

is the highest U.S. Prime Rate as published in the “Money Rates” section of The Wall Street Journal on the 15<sup>th</sup> day (or the next business day if the 15<sup>th</sup> is not a business day) of the calendar month preceding the first day of the billing period. An increase or decrease in the index will cause a corresponding increase or decrease in your variable rates on the first day of your billing cycle that begins in the same month in which the index is published. An increase in the index means that you will pay higher interest charges and have a higher Total Minimum Payment Due. If The Wall Street Journal does not publish the U.S. Prime Rate, or if it changes the definition of the U.S. Prime Rate, the Bank may, in its sole discretion, substitute another index.

**How We Calculate Interest.** We calculate a Daily Balance for your Account balance. We maintain separate balances for your Purchases, Cash Advances, and Balance Transfers (i.e. a “Type of Balance”) 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. 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.

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 as shown on the last page of the credit card 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.

**Credit Limits.** We will give you a credit limit for your Account. We also may give you different limits for different types of transactions. For example, we may tell you that you can only use part of your credit limit for Cash Advances. Your initial credit limit and rate will be provided to you in the Welcome Letter that is mailed to you upon approval of your application, along with instructions on how to access this Agreement. You agree not to attempt any transaction that would cause any outstanding balance on your Account to exceed the credit limit available on the account. If any balance on your Account goes over the credit limit for any reason, you must pay the amount that is over the limit right away.

Your billing statements also will show your credit limits and available credit. We may change your credit limits at any time, subject to any requirements or restrictions of applicable law. This will not affect your obligation to pay us.

This Agreement applies to all transactions and balances on your Account, including any transaction that would cause any outstanding balance on your Account to exceed any of your credit limits.

**Credit Availability and Your Credit Lines.** Your Total Credit Line and Cash Credit Line are disclosed to you when you receive your Welcome Letter and, generally, on each monthly statement. The Total Credit Line is the amount of credit available for the account; however, only a portion of that is available for Bank Cash Advances. The Cash Credit Line is the amount you have available for Cash Advances. The amount of credit available in your Cash Credit Line will never exceed the amount of credit available in your Total Credit Line.

We may change your credit lines from time to time. We base the decision on a variety of factors such as your payment and transaction history with us, and information we receive from third parties, including credit reporting agencies. The amounts shown on your monthly statement as available credit do not take into account Purchases, Balance Transfers, Cash Advances, interest charges, fees, any other transactions, or credits which post to your account after the Closing Date of that monthly statement.

**Account Summary Table.** This Account Summary Table summarizes certain costs for certain United Bank Visa Credit Cards. United Bank may change the interest rates, fees and other terms as provided in the Credit Card Agreement. This information about the costs of the cards is accurate as of 04/01/2022 but may have changed since that date. To find out what may have changed, please contact us. See the *How to Contact Us* section. Please carefully review this information.

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	Prime rate plus a margin of 12.74%, or Prime rate plus a margin of 8.74%, or Prime rate plus a margin of 4.74%, or Prime rate plus a margin of 14.74% (Secured Card)

<b>APR for Balance Transfers</b>	Prime rate plus a margin of 12.74%, or Prime rate plus a margin of 8.74%, or Prime rate plus a margin of 4.74%, or Prime rate plus a margin of 14.74% (Secured Card)
<b>APR for Cash Advances</b>	Prime rate plus a margin of 12.74%
<b>Default Interest Rate</b>	Prime rate plus a margin of 19.74%
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 21 days after the close of each billing cycle. We will not charge interest on purchases if you pay your entire balance by the due date each month.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>.</b>
<b>Fees</b>	
<b>Annual Fee</b>	\$0
<b>Transaction Fees:</b>	
• Balance Transfer	None
• Cash Advance	None
• Foreign Transaction	None
<b>Penalty Fees:</b>	
• Late Payment	\$25
• Overlimit	Between \$0 and \$25 per cycle
<b>Card Reorders</b>	
• Non-Fraud Related	First request: FREE Any additional requests: \$10 per card Expedited: \$50.00

**Military Annual Percentage Rate.** Federal Law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the costs of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the cost associated with credit insurance premiums, fees for ancillary products sold in connection with the credit transaction, any application fee charged (other than certain application fees for specified credit transactions or accounts), and any participation fee charged (other than certain participation fees for a credit card account).

You may contact us at 1-800-658-0899 for information about the Military Annual Percentage Rate and a description of your account opening disclosures.

**Default and Penalties.** You will be in default under this Agreement if:

- You fail to make any payment required by this Agreement,
- You exceed your Credit Limit by making a Purchase, Cash Advance, or other transaction in connection with your Account,
- You fail to make any payment required by any other agreement you may have with United Bank,
- You fail to keep any of your obligations under this Agreement or other agreement you may have with United Bank,
- You become subject to bankruptcy or insolvency proceedings,
- You become subject to attachment or garnishment proceedings,
- You die, or
- You fail to comply with any portion of this Agreement.

If you are in default, in addition to our other rights under this Agreement and subject to applicable law, we can require immediate payment of the total outstanding balance owed on your Account. Our accepting a late or partial payment does not waive the default. Unless prohibited by applicable law, default on this Account will constitute a default on all accounts you hold with us. In addition, if you are in default, we may take the following actions without notifying you, unless the law states that we must notify you:

- Close or suspend your account;
- Lower your credit limits;
- Increase your minimum payment;
- Continue to charge you Interest Charges and Fees as long as your balances remain outstanding; and/or
- Pursue any other action against you that the law allows, which includes the filing of a lawsuit against you.

Unless prohibited by applicable law, we can also require you to pay our collection costs, attorneys' fees, court costs and all other expenses we incur to enforce our rights under this Agreement.

### **Additional Terms and Conditions.**

**Changes to Your Contact Information.** You must notify us immediately of any change to your address or any of your other contact information by writing or calling us using the Customer Service address or phone number provided on each billing statement.

**Credit Information.** We may obtain and review your credit history from credit reporting agencies and others. We also may provide information about you and your account to credit reporting agencies and others. If you believe we have furnished inaccurate or incomplete information about you or your account to a credit reporting agency, write to us. See the *How to Contact Us* section. Please include your name, address, home phone number, and account number, and explain what you believe is inaccurate or incomplete. We may obtain and use credit and income information about you from consumer (credit) reporting agencies and others as the law allows.

**Communications.** We may send cards, statements, and other communications to you at any mailing or email address in our records. If more than one person is responsible for this account, we can provide billing statements and communications to one of you. When you give us your mobile phone number, we have your permission to contact you at that number about all your United Bank accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences. We may also send an email to any address where we reasonably believe we can contact you. Some of the legal purposes for calls and messages include: suspected fraud or identity theft; obtaining information; transactions on or servicing of your account; collecting on your account; and providing you information about products and services. Notify us immediately of any changes to your contact information using the address or phone number shown on your billing statement.

**Telephone Monitoring.** You agree that we may (without any obligation): record, retain and/ or monitor any communications between you and us (including, without limitation, telephone conversations), without further notice to any person, and all such communications shall be and remain our property.

**Benefits and Rewards.** You may be offered certain benefits and rewards with your Account. We may change, add, or delete benefits and rewards at any time and without notice to you. Any such benefits or rewards are not a part of this Agreement but are subject to the terms and restrictions provided in the separate agreement for those benefits or 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.

**Enforcement.** Our failure or delay in exercising any of our rights under this Agreement does not mean that we cannot exercise those rights later. For example, if we take no action when you go into default, we may exercise our rights later if you continue in default or again go into default. If any provision of this Agreement is found to be invalid, the remaining provisions will continue to be enforceable.

**Transfer and Termination of Your Account.** You may not transfer your Account to any other person. We may assign your Account to any other person or entity at any time. The person or entity to whom we make any such assignment will be entitled to all of the rights or obligations we have transferred. Either you or we may terminate or suspend your credit privileges at any time. However, you remain liable for all amounts owned on your Account and are subject to the terms of this Agreement until your Account is paid in full.

**Governing Law.** This Agreement is made in Georgia and we extend credit to you from Georgia. This Agreement and your Account are governed by the laws of the State of Georgia (without regard to its conflict of laws principles) and by any applicable federal laws, regardless of where you reside or use the Account.. 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.



**Additional Terms for United Bank Secured Credit Card Accounts.** You acknowledge that your obligations under this Agreement are secured by collateral as per the terms of the Secured Card Security Agreement and Interest Rate Disclosure (the "SC Addendum") you signed when applying for the Account and any other account documentation for the collateral account. Under the SC Addendum (and notwithstanding any provisions of this Agreement to the contrary), if your Account is closed for any reason, whether by you or us, we may apply the funds in the Collateral Account to the amount owed on your Account, and retain any excess funds for up to sixty (60) days in order to cover any transactions, fees or charges that may post to your Account after it is closed. If there are not enough funds in your Collateral account to pay your balance in full, we may attempt to collect that unpaid balance from you and/or report the same as a charge off. The SC Addendum contains additional terms applicable to your Account.

### **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 the address shown in the version of this section that is included on your billing statement or by calling us at 1-800-658-0899. In your communication, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- 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.
- 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 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 90 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 charge 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 other fees related to that amount.
- 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 you owe 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 10 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 the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use 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. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, write to us at the address shown on the payment coupon included with your statement. While we investigate, the same rules 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.

## **ARBITRATION AGREEMENT (WAIVER OF JURY TRIAL) AND CLASS ACTION WAIVER**

**READ THIS ARBITRATION PROVISION CAREFULLY. IF YOU DO NOT REJECT ARBITRATION IN ACCORDANCE WITH SUBPARAGRAPH (a) BELOW, THIS ARBITRATION PROVISION WILL GOVERN ANY AND ALL CLAIMS AND DISPUTES ARISING IN CONNECTION WITH YOUR ACCOUNT AND WILL HAVE A SUBSTANTIAL IMPACT ON THE WAY YOU OR WE WILL RESOLVE ANY SUCH CLAIMS AND DISPUTES, NOW OR IN THE FUTURE. FOR EXAMPLE, IF YOU DO NOT REJECT THIS ARBITRATION PROVISION, WE CAN REQUIRE INDIVIDUAL ARBITRATION OF ANY LEGAL DISPUTE BETWEEN YOU AND US REGARDING THE ACCOUNT (EXCEPT A SMALL CLAIM YOU BRING INDIVIDUALLY) AND YOU WILL NOT HAVE THE RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR SIMILAR PROCEEDING IN COURT OR IN ARBITRATION.**

(a) Your Right to Reject Arbitration: If you don't want Arbitration to apply to your Account, you may reject arbitration by mailing us a written rejection notice which gives your name(s) and account number(s) and contains a statement that you (both or all of you, if more than one) reject arbitration of disputes concerning your account. The rejection notice must be sent to the Registered Agent, P.O. Box 1337, Zebulon, Georgia 30295, Attn: Arbitration Rejection. A rejection notice is only effective if it is signed by you (both or all of you, if more than one) and if we receive it within thirty (30) days after the date your Account is opened. The date your Account is opened will be the date your card was activated. No issuance of a new Card or Card Number or change in Account Number nor any subsequent amendment, update, or replacement of this Agreement shall give you any new or renewed right to reject this Arbitration Provision.

(b) Parties Subject to Arbitration; Certain Definitions: Solely as used in this Arbitration Provision: (a) the terms "**we**," "**us**" and "**our**" include: (i) United Bank, its parents, subsidiaries and affiliates, their predecessors successors, if any, and the employees, officers, directors and controlling persons of all such companies and banks (the "**Bank Parties**"); and (ii) any other person or company who provides any services in connection with the Account if you assert a Claim against such other person or company at the same time you assert a Claim against any Bank Party; and (b) the terms "**you**" and "**your**" include: (i) each Cardholder, (ii) each person who signs an Application for the account and their respective heirs, successors, representatives and beneficiaries (including pay-on-death and similar beneficiaries), (iii) any Authorized User (iv) any Guarantor and (c) the term "**Account**" includes any Account maintained by United Bank and any updated or substitute Account for the same Account holders.

(c) Covered Claims: "Claim" means any claim, dispute or controversy between you and us that in any way arises from or relates to the Agreement, your Account, any Card, any account transaction or attempted transaction, Unauthorized transaction, fees, other charges and the advertising, disclosures, practices and procedures related to the foregoing, if such claim, dispute or controversy cannot be resolved without a lawsuit or arbitration proceeding; provided, however, that "Claim" does not include any claim, dispute or controversy that would otherwise be covered by the foregoing definition but which is prohibited from such coverage by the federal Military Lending Act or its implementing regulations. "Claim" includes disputes arising from actions or omissions prior to the date of this Agreement (or prior to the time this Arbitration Provision becomes part of the Agreement). "Claim" has the broadest reasonable meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). However, except as provided in the next sentence, it does not include any dispute about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, subparagraph "g" below, captioned "Prohibition Against Certain Proceedings" (the "**Class Action Waiver**"), the final sentence in subparagraph "m" below, captioned "Severability," and/or this sentence); all such disputes are for a court and not an arbitrator to decide. Notwithstanding the foregoing, the term "Claim" includes any dispute about the validity or enforceability of this Agreement as a whole.

(d) Starting an Arbitration: To the extent permitted by the Federal Arbitration Act (the "**FAA**") and any other applicable federal law, arbitration may be elected by either party with respect to any Claim, even if that party has already initiated a lawsuit with respect to a related or different Claim. Arbitration is elected by giving a written demand for arbitration to the other party, by filing a motion to compel arbitration in court or by initiating an arbitration against the other party. We will not demand to arbitrate an individual Claim that you bring against us in a court that allows for small claims, as defined by the laws of the State of Georgia, if any. But if that Claim is transferred, removed or appealed to a different court, we then have the right to demand arbitration. Subject to subparagraph "g" below, captioned "Prohibition Against Certain Proceedings", any party who desires to assert multiple Claims must assert all such Claims in a single lawsuit or arbitration; the defending party must demand arbitration with respect to all or none of such Claims; and if the defending party wishes to bring any counter-Claims, such counter-Claims must be asserted in the same lawsuit or arbitration that will resolve the initial Claims.

(e) Choosing the Administrator: “**Administrator**” means the American Arbitration Association (“**AAA**”), 2200 Century Parkway, Suite 300 Atlanta, GA 30345, [www.adr.org](http://www.adr.org); JAMS, 1201 W Peachtree, NW, Suite 2650, Atlanta, GA 30309, [www.jamsadr.com](http://www.jamsadr.com); or any other company selected by mutual agreement of the parties. If both AAA and JAMS cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court. The arbitrator will be appointed by the Administrator in accordance with the rules of the Administrator. However, the arbitrator must be a retired or former judge or a lawyer with at least 10 years of experience. The party initiating an arbitration may select the Administrator by filing a Claim with the Administrator of that party’s choice. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that is inconsistent with the Class Action Waiver.

(f) Court and Jury Trials Prohibited; Other Limitations on Legal Rights: FOR CLAIMS SUBJECT TO ARBITRATION, YOU WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM. ALSO, YOUR ABILITY TO OBTAIN INFORMATION FROM US IS MORE LIMITED IN AN ARBITRATION THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

(g) Prohibition Against Certain Proceedings: NOTWITHSTANDING ANY OTHER LANGUAGE IN THIS ARBITRATION PROVISION TO THE CONTRARY, FOR CLAIMS SUBJECT TO ARBITRATION: (1) YOU MAY NOT PARTICIPATE IN A CLASS ACTION IN COURT OR IN A CLASS- WIDE ARBITRATION, EITHER AS A PLAINTIFF, CLASS REPRESENTATIVE OR CLASS MEMBER; (2) YOU MAY NOT ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; (3) CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND (4) THE ARBITRATOR SHALL HAVE NO POWER OR AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION OR MULTIPLE-PARTY ARBITRATION.

(h) Location and Costs of Arbitration: Any arbitration hearing that you attend must take place in a venue reasonably convenient to you. You agree that reasonably convenient is in the State of Georgia; however, you and we also consent to video conferencing as a reasonably convenient venue in the event video conferencing is available. We will pay any and all fees of the Administrator and/or the arbitrator in connection with any arbitrated Claim if and to the extent you prevail in the arbitration. Also, for any arbitrated Claim of yours for an amount less than \$25,000: (a) we will pay any and all fees of the Administrator and/or the arbitrator if you make a written request for us to pay such fees; and (b) we will pay your reasonable attorneys’ and experts’ fees if and to the extent you prevail. We will bear any fees and costs associated with the arbitration of a Claim (including reasonable attorneys’ and experts’ fees) if applicable law requires us to.

(i) Governing Law: This Arbitration Provision involves interstate commerce and is governed by the FAA and not by any state arbitration law, provided that the law of the State of Georgia, which is where we are headquartered, shall be applicable to the extent that any state law is relevant in determining the enforceability of this Arbitration Provision under Section 2 of the FAA. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator may award any remedy provided by the substantive law that would apply if the action were pending in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief. At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.

(j) Right to Discovery: In addition to the parties’ rights to obtain discovery pursuant to the arbitration rules of the Administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under such rules.

(k) Arbitration Result and Right of Appeal: Judgment upon the arbitrator’s award may be entered by any court having jurisdiction. The arbitrator’s decision is final and binding, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$50,000, any party can, within 30 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the Administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to “**the arbitrator**” shall mean the panel if an appeal of the arbitrator’s decision has been taken. The costs of such an appeal will be borne in accordance with subparagraph “h” above, captioned “Location and Costs of Arbitration.”

(l) Rules of Interpretation: This Arbitration Provision shall survive the closing of the account, any legal proceeding and any bankruptcy to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between this Arbitration Provision, on the one hand, and the applicable arbitration rules or the other provisions of this Agreement, on the other hand, this Arbitration Provision shall govern.

(m) Severability: If any portion of this Arbitration Provision, other than the Class Action Waiver, is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. If a determination is made that the Class Action Waiver is unenforceable, only this sentence of the Arbitration Provision will remain in force and the remaining provisions shall be null and void, provided that the determination concerning the Class Action Waiver shall be subject to appeal.

(n) Notice and Cure; Special Payment: Prior to asserting a Claim in litigation or arbitration, the party asserting the Claim (the “**Claimant**”) shall give the other party (the “**Potential Defendant**”) written notice of the Claim (a “**Claim Notice**”) and a reasonable opportunity to resolve the Claim. The resolution period shall be at least 30 days except for Claims requiring some form of expedited injunctive relief in a shorter period. Any Claim Notice to you shall be sent in writing to the current address we have for you in our records. Any Claim Notice to us shall be sent by mail to the Registered Agent, P.O. Box 1337, Zebulon, Georgia 30295, Attn: Claim Notice (or any updated address we subsequently provide). If there are multiple parties on the account, the Claim Notice may be sent to any of you. Any Claim Notice you send must provide your name and account number(s), as well as your address and a phone number where you can be reached during normal business hours. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. A Claim Notice from us may be in the form of a collection letter or a notice demanding payment of a negative balance under the account. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. No third party, other than a lawyer you have personally

retained, may submit a Claim Notice on your behalf. The Claimant must reasonably cooperate in providing any information about the Claim that the Potential Defendant reasonably requests. If (a) you submit a Claim Notice on your own behalf (and not on behalf of any other party) in accordance with this subparagraph "n" and otherwise comply with this subparagraph "n" (including its resolution and cooperation provisions); (b) we refuse to provide you with the relief you request; and (c) an arbitrator subsequently determines that you were entitled to such relief (or greater relief), the arbitrator shall award you at least \$10,000 and will also require us to pay any other fees and costs to which you are entitled. If a Claimant fails to comply with the requirements of this subparagraph "n", the Potential Defendant may seek an order requiring the Claimant to comply before the Claimant further pursues the Claim. However, the Claimant's assertion of a Claim in litigation or arbitration without initially complying with this subparagraph "n" will not otherwise impair any of the Claimant's rights (including your rights under this subparagraph "n"), even if the statute of limitations for the Claim expires before the end of the period provided in this subparagraph "n" for the parties to attempt to resolve the Claim.

(o) Amendment; Waiver; Etc.: Notwithstanding any language in this Agreement to the contrary, we will not attempt to apply any amendment to this Arbitration Provision without your written consent if and to the extent that the amendment would affect the litigation or arbitration of any Claim that has been the subject of a prior Claim Notice. However, this will not limit our power to waive any right we would otherwise have nor our power to afford you any additional right with respect to this Arbitration Provision.

(p) Effect on Any Existing Arbitration Agreement: If you reject arbitration, you will not be subject to this Arbitration Provision and will no longer be subject to any current Arbitration Agreement to which you and we are a party. Unless this Arbitration Provision is rejected by you or declared invalid in a final, non-appealable judgment, this Arbitration Provision will replace and supersede any Arbitration Agreement to which you and we are currently a party. This Arbitration Provision will not replace or supersede any prior Arbitration Agreement if you do not reject arbitration and this Arbitration Provision is declared invalid in a final, non-appealable judgment that does not apply equally to the prior Arbitration Agreement.

### Common Inquiries

For:	Send Information or Contact us here:
<b>Lost/Stolen Card:</b>	<b>Call us immediately at:</b> 1-800-658-0899, for after hours <b>(800) 847-2911</b> , or visit a local branch
<b>Account Changes:</b> <b>Changing your address, phone number, etc.</b>	Visit a local branch Call the Contact Center at <b>(800) 658-0899</b>
<b>Question or Disputes about your bill or transactions on the account:</b>	<b>If you think there is an error on your statement, write to:</b>  <b>United Bank, C/O Credit Card Services, P.O. Box 360, Barnesville, GA 30204</b>  Or complete the Dispute Form in one of our United Bank offices. You may also contact us by phone at 1-800-658-0899 or visit a local branch but this will not preserve your rights.
<b>Questions or Disputes about our reports of your Account to the credit bureaus:</b>	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, C/O Credit Card Services, P.O. Box 360, Barnesville, GA 30204</b>
<b>Payments:</b>	<b>Make your payment:</b> <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 1-800-658-0899</li> <li>• Visit a local branch</li> <li>• Via the United Bank mobile app</li> <li>• Or mail your payment to:</li> </ul> <b>United Bank, C/O Credit Card Services, P.O. Box 360, Barnesville, GA 30204</b>
<b>Copies of Documents:</b>	<b>To request documents:</b> By telephone at: 1-800-658-0899 By mail: United Bank, C/O Credit Card Services, PO Box 360, Barnesville, GA 30204 <b>We charge a fee of \$10 per copy.</b>