

TODAY CARD™ CREDIT CARD AGREEMENT
Effective Date: 9/16/2020

There are three parts to this Today Card Credit Card Agreement:

1. The Today Card Pricing Information,
2. Things You Should Know About This Card, which appear on *your card* mailer, and
3. The Today Card Customer Agreement below.

Please read the entire Today Card Credit Card Agreement carefully, as it contains important information related to *your* Today Card Credit Card.

This Agreement contains an Arbitration provision. Unless *you* reject the Arbitration provision within sixty (60) days of *account* opening, it will have a substantial effect on *your* rights if *you* have a dispute with *us*. See Section 24 below for details.

TODAY CARD PRICING INFORMATION

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	32.25%. These APRs will vary with the market, based on the Prime Rate.
Paying Interest	<i>Your payment due date</i> is at least 25 days after the close of each <i>billing cycle</i> . We will not charge <i>you</i> any interest on new <i>purchases</i> if <i>you</i> pay <i>your</i> entire new <i>balance</i> in full by the <i>payment due date</i> each month.
Minimum Interest Charge	If <i>you</i> are charged interest, the <i>interest charge</i> will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	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 http://www.consumerfinance.gov/learnmore .

Fees	
Set up and Maintenance Fees • Annual Fee • Additional Card Fee	\$120 (billed at \$10.00 monthly) \$10 per card (one-time fee for <i>card</i> requested for <i>authorized users</i> of the <i>account</i>)
Transaction Fees • Foreign Transaction Fee	3% of each transaction in U.S. dollars

Penalty Fees • Late Payment • Returned Payment	Up to \$40 Up to \$40
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How We Will Calculate Your Balance: We use a method called “average daily balance (including new transactions).” See your *Credit Card Agreement and Disclosure* for more details.

Billing Rights: Information on *your* rights to dispute transactions and how to exercise those rights is provided in *your* Credit Card Agreement.

THINGS YOU SHOULD KNOW ABOUT THIS CARD

Can You Change My Account Terms? We can change the terms of *your account* as permitted by law. When required, we will send *you* notice before doing so.

How Do You Calculate Variable Rates? The *APR* is a variable rate equal to the Prime Rate plus the margin shown on the *card* mailer. The “Prime Rate” is the U.S. Prime Rate published in The Wall Street Journal on the last *business day* of the month. An increase or decrease in the Prime Rate will cause a corresponding increase or decrease in *your* variable *APR* on the first day of *your billing cycle* that begins in the month immediately following the change in the Index. If *your APR* increases, the amount of *interest charge* you will owe and the *minimum payment* may increase.

How Do You Calculate my Interest Charge? We calculate *your interest charge* by multiplying the average daily balance (calculated as described in *your* Credit Card Agreement) by the applicable Daily Periodic Rate, and then multiplying that by the number of days in *your billing cycle*.

How Can I Avoid Paying Interest Charges? If you pay *your new balance* listed on *your statement* in full by the *payment due date*, we will not charge interest on any new transactions that post to the *purchase balance*. If you have been paying *your account* in full with no *interest charges*, but then you do not pay *your next new balance* in full, we will charge an *interest charge* on the portion of the *balance* that you did not pay. This means that you may owe *interest charges* even if you pay the entire new *balance* one month, but did not do so for the previous month.

TODAY CARD™ CREDIT CARD AGREEMENT

This Customer Agreement including any changes to it (the “Agreement”) contains the terms that govern *our* issuance and *your* use of *your card*. By applying for, activating and using *your account*, you are agreeing to comply with this Agreement. The Today Card is a consumer credit product intended for personal, family or household purposes.

1. DEFINITIONS: The meanings of the terms you see in *italics* are defined below:

- *Account* is your Today Card credit card account with us.
- *Application* is the submission of *your* financial information for the purposes of obtaining an extension of credit. It is the credit application you submitted to us to obtain *your account*.
- *APR* is Annual Percentage Rate.
- *Authorized user* is a person that you have permitted to make *purchases* under the *account* but is not responsible for repayment.
- *Available credit* is the amount of *your credit limit* available for you to use to make *purchases*.
- *Balance* is the total amount you owe us on *your account*.

- *Billing cycle* is the interval between the days or dates of *your statements*. The *billing cycle* may vary in length, but it occurs monthly, even if a *statement* is not required.
- *Business day* is the days we are open for business. Typically, Monday through Friday, excluding federal holidays.
- *Card* is any Today Card credit card associated with *your account*. This includes all renewals and substitutions. It also means any other access device for *your account* that allows *you* to obtain credit, including any *account* number.
- *Credit limit* is the maximum amount of credit we have approved for *your account*.
- *Fees* are charges imposed on *your account* not based on the *APR*.
- *Grace period* is the date by which or the period within which any credit extended may be repaid without incurring a finance charge due to a periodic interest rate and any conditions on the availability of the grace period.
- *Interest charge* is any amounts billed to *your account* based on the application of *APR*.
- *Minimum payment* is the amount *you* agree to pay each *billing cycle* to keep *your account* current.
- *Payment due date* is the date *your* payment is due, as provided in each of *your statements*.
- *Payment method* is the instrument by which *you* make *your* payment. We accept payment in U.S. dollars, by electronic payment (ACH or debit card) or by mailing *your* personal check or money order, along with the payment stub from *your statement*, to the address shown on that *statement*.
- *Purchase* is a purchase of goods or services using *your card*.
- *Statement* is the periodic statement *you* will receive for each *billing cycle*, showing the transactions and *fees* and *interest charges* during that *billing cycle*.
- *We, us* or *our* is Capital Community Bank, the issuer of the Today Card, and its agents, authorized representatives, successors, and assignees.
- *You* or *your* is each person who applied for and opened the *account*, any person who agrees to be responsible for paying the *account*, and any person responsible for complying with this Agreement.

A. YOUR ACCOUNT

- 2. DOCUMENTS:** The following documents govern *your account* with us:
 - this Agreement;
 - all *statements*;
 - any privacy notices;
 - all disclosures and materials provided to *you* before or when *you* opened *your account*;
 - any other documents and disclosures relating to *your account*, including those provided online and on *your card* mailer; and
 - any future changes we make to any of the above, to the extent permitted by law.
- 3. ACCOUNT INFORMATION:** We need certain information about *you* to manage *your account*, including:
 - *your* legal name;
 - a valid U.S. mailing address (*your* residence);
 - *your* date of birth;
 - *your* Social Security number or other government identification number;
 - *your* telephone number(s); and
 - *your* employment and income information.

You must tell *us* when this information changes. We may ask *you* for additional documents to verify any changes. We may restrict or close *your account* if we cannot verify *your* information, or if *you* do not provide it as requested.

4. VERIFICATION OF INFORMATION: *You authorize us to obtain and/or use information about you from outside third parties, including credit reporting agencies, to: (1) verify your identity; (2) determine your income and creditworthiness when you apply; (3) verify your current creditworthiness in order to present future credit limit adjustments; (4) qualify you for special offers; and (5) collect amounts you owe.*

5. CREDIT LIMIT: *The amount of your credit limit is disclosed to you on your card mailer and will also be shown on each of your statements. If you make all your payments on time, meet our debt-to-income requirements, keep your account in good standing and maintain your credit profile, you may be eligible to receive future credit limit increases. We have the right to change your credit limit from time to time, and if we do so, we will tell you. You agree not to make any purchase that would cause your outstanding balance to exceed your credit limit. We may, but are not obligated to, extend credit to you in an amount that exceeds your credit limit. You must pay us on demand any amount of credit we extend that exceeds your credit limit. If we extend credit over your credit limit, we will not be required to do so again, and it is not a waiver of any of our rights. We may restrict your ability to make additional purchases if you exceed your credit limit.*

6. SERVICING COMMUNICATIONS: *By providing us with your telephone number(s), you consent and authorize us to contact you regarding your account at such number(s). We may contact you by using any lawful means of communication, including, but not limited to, calls placed to your mobile or other phone using an automated dialing service, pre-recorded message or text message. Standard text messaging and/or calling charges may apply. By providing us with your e-mail address, you agree to receive correspondence electronically from us. We may communicate with you by e-mail for any lawful business purpose. You authorize us to listen to and record telephone calls with you to evaluate the quality of service or for any other lawful purpose, if permitted under applicable law.*

At application you provided your consent to receive electronic disclosures. You must notify us if your, email address changes. To notify us of your new email address, please update your contact information on the Personal Information page of your online account at www.todaycard.com, or call us at 1-833-204-2600. You may obtain a paper copy of a Disclosure we have provided by; printing it yourself, calling 1-866-686-2123 or writing us at: PO Box 84032 Columbus, GA 31908-4032. There is no fee for the delivery of paper copies of any Disclosure provided to you electronically under this agreement, excluding a statement, for which you will incur a Paper Statement Fee. You have the right to withdraw your consent to receive disclosures electronically; however, if you do you will incur a Paper Statement Fee per statement that we mail to you. Note: that it may take up to the three business days from receipt to process your withdrawal request.

7. CARD USAGE: *You may use your account to make purchases of goods or services from merchants where the card is accepted. Each purchase you make will reduce your available credit until it is repaid. You may not use your card for any illegal purposes. You agree that we will have no liability if (1) a merchant refuses to honor your card, (2) technical difficulties prevent a transaction from being authorized, (3) authorization is declined because your account is over the credit limit or delinquent, or (4) credit has been restricted because of any term of this Agreement.*

8. AUTHORIZED USERS: *At your request, and at our discretion, we may issue an additional card in the name of an authorized user. Such card may have a different card number but can be used to make purchases under your account. By designating an authorized user, you agree that (1) you will be solely responsible for the use of your account by an authorized user, including any transactions made by the authorized user and any interest charges or fees that result; (2) we reserve the right to terminate the privileges of an authorized user; and (3) you can request the removal of the authorized user by contacting us at any time, as outlined below. If we receive conflicting instructions from one or more users of your account, or if we have reason to believe there is a dispute between users, we may: (1) refuse to act on any conflicting instructions; (2) restrict the account and deny access to all users until the*

dispute is resolved; or (3) terminate the *account*. We may allow you to set different spending limits for *authorized users* (up to the maximum *credit limit* of your *account*), and any transactions will be separated by *authorized user* on your *statement*.

Removing an *authorized user*: If you want to remove an *authorized user* from your *account*, you must contact customer service at 1-866-686-2123 to request their removal. You also must immediately destroy all *cards* in their possession and cancel any arrangements they may have set up on your *account*. They will be able to use your *account* until you have notified us that you are removing them from your *account*. During this time, you will still be responsible for all amounts they charge to your *account*. You will be responsible even if these amounts do not appear on your *account* until later. *Authorized users* may remove themselves from your *account* upon request. We reserve the right to remove them from your *account* for any reason. To remove them from your *account*, we may close your existing *account* and issue a new *card* with a new *account* number.

9. LOST OR STOLEN CARDS: If any *card* is lost or stolen, or if you believe your *account* may be used without your authorization, you must notify us immediately by calling us at 1-866-686-2123 or writing us at P.O. Box 84032, Columbus, GA 31908-4032. 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.

10. FOREIGN CURRENCY TRANSACTIONS: If a transaction is made in a foreign currency, the company processing that transaction will convert the transaction into a U.S. dollar amount, and we will charge your *account* for the converted amount. The currency exchange will be done by a method and at a rate determined by the company that processes the transaction. The exchange rate in effect on the processing date may be different from the exchange rate in effect on the transaction date or the posting date. If you make a return or get a refund, the same procedures apply.

11. USING A PIN: We may give you a personal identification number (PIN) that may be needed for some foreign transactions. The PIN cannot be used for cash advances. For security reasons, you may have to provide the PIN before you are able to use your *card*. Keep your PIN secure. Do not write it down, give it to anyone, or keep it with your *card*. If you lose your *card* or believe the confidentiality of your PIN has been compromised for any reason, you must contact Customer Service at 1-866-686-2123 immediately.

12. SPECIAL OFFERS: We may, at our discretion, make special offers to you at any time. Such offers may apply to all transactions or *balances* on your *account*, or only to some transactions or *balances*. We will provide to you the terms of any special offer and tell you how they differ from this Agreement. Except as provided in any special offer, the rest of this Agreement will still apply to your *account*.

13. CREDIT REPORTING: We may report information about your *account* to credit bureaus and others. Late payments, missed payments, or other defaults on your *account* may be reflected in your credit report. Information we provide may appear on your and the *authorized users'* credit reports. If you believe that we have reported inaccurate information about your *account* to a credit bureau or other consumer reporting agency, notify us in writing at Today Card, Attn: Disputes, P.O. Box 84032, Columbus, GA 31908-4032. When you write, tell us the specific information that you believe is incorrect and why you believe it is incorrect.

14. CLOSING OR SUSPENDING YOUR ACCOUNT: You may contact Customer Service at 1-866-686-2123 to ask us to close your *account* at any time for any reason. We may reduce the *credit limit* or terminate your ability to make *purchases* or receive additional credit under this Agreement at any time without notice, unless notice is required by law, even if you are not in default. If we close or suspend your *account* for any reason, you must stop using your *card*. You must also cancel all recurring billing arrangements set up on the *account*. If we close or permanently suspend your *account*, you must destroy all *cards*.

If *your* ability to receive additional credit under this Agreement is terminated, either by *you* or by *us*, *your* obligations and *our* rights under this Agreement remain effective until all amounts due under this Agreement have been paid in full. If *you* are not in default at the time of termination, *you* may pay off any *balance* under the terms of this Agreement that apply at that time.

15. DEFAULT: *You* will be in default under this Agreement if any of the following events occur:

(1) *you* fail to make any payment required under this Agreement when due; (2) *you* fail to perform any of *your* obligations under this Agreement; (3) *you* exceed the *credit limit* or *available credit* according to *our* records; (4) *you* provide false, inaccurate or misleading information to *us*; (5) any action is taken by or against *you* under any bankruptcy or insolvency laws; (6) *you* are declared incompetent or are deceased; (6) *you* fail to maintain the security of *your account*; (7) *you* use any robot, software, other automatic device, or manual process to disrupt the functionality or compromise the security of *our* website and systems; or (8) anything else happens that causes *us*, in *our* sole discretion, to reasonably believe that *your account* may not be repaid.

If *you* default, all amounts *you* owe under this Agreement will become immediately due and payable in full. *You* also must also destroy all *cards* issued to *you* in connection with the *account*. Default does not release *you* from any obligation *you* have agreed to under this Agreement. After default, *your* obligations and *our* rights under this Agreement will remain effective until all amounts due under this Agreement have been paid in full.

B. BILLING, FEES & STATEMENTS

16. INTEREST, FEES AND CHARGES

- **Grace Period; Paying Interest:** *Your payment due date* is at least 25 days after the close of each *billing cycle*. If *you* pay the new *balance*, as provided on *your statement*, in full by the *payment due date* on *your statement*, we will not charge interest on any new transactions that post to the *purchase balance*. If *you* have been paying *your account* in full with no *interest charges*, but then fail to pay *your next new balance* in full, we will charge interest on the portion of the *balance* that *you* did not pay.
- **Computing Interest:** The *interest charge* calculation begins on the date a transaction is made, subject to any applicable *grace period*. *Interest charges* accrue on every unpaid amount until paid in full. We use a method called 'average daily balance (including new *purchases*)' to calculate *interest charges*. This *balance* is figured by adding the outstanding *balance* (including new *purchases* and deducting payments and credits) for each day in the *billing cycle*, and then dividing by the number of days in the *billing cycle*. If *you* are charged *interest charges*, the charge will be no less than \$1.00.
- **Interest Rate:** We calculate the Daily Periodic Rate by dividing the applicable *APR* by 365. The interest rates that apply to *your account* are shown on the *account* Opening Disclosures that accompany *your card* mailer and each *statement*. The *APR* is a variable rate equal to the Prime Rate plus the margin shown on the *card* mailer. The "Prime Rate" is the U.S. Prime Rate published in The Wall Street Journal on the last *business day* of the month. *Your APR* is variable and can go up or down as the index for the rate goes up or down. If we increase *your APR* for any other reason, we will notify *you* as required by law. If *your APR* increases, the amount of *interest charges* *you* will owe and the *minimum payment* may increase.
- **Other Charges and Fees:** *You* agree to pay the following *fees*, as applicable:
 - **Set-Up and Maintenance Fees:**
 - **Annual Fee.** The amount of *your annual Fee* is shown on *your card* mailer. The annual Fee will be billed to *your account* starting when we issue the *card* and will continue throughout the duration of *your account*. Payment of the fee is a condition for maintaining the *account*. The fee will be charged regardless of whether *you* use *your account* and is not refundable even if *your account* is closed for any reason by either

you or us. We may, at our discretion, elect to reduce your annual fee for on time payment history.

- Additional Card Fee. \$10.00 for each additional card requested for authorized users of the account.
- Transaction Fees:
 - Foreign Currency Transaction Fee. Three percent (3%) of the U.S. dollar amount of any transaction made in a foreign currency. We may charge this Fee for each transaction (including returns and refunds) at the time the transaction is posted to your account. For additional information, see Section 10 - Foreign Currency Transactions above.
- Penalty Fees:
 - Late Payment Fee. Up to \$29.00 if we do not receive at least the minimum payment by the payment due date (or the next business day if your payment due date is not on a business day). We may charge up to \$40.00 for the second late payment within the same or the next six (6) billing cycles. This fee will never be more than the full amount of the minimum payment on your previous statement.
 - Returned Payment Fee. Up to \$29.00 if a check or similar instrument or any debit for payment on your account is returned unpaid for any reason. We may charge up to \$40.00 for the second payment that is returned unpaid within the same or the next six (6) billing cycles. This fee will never be more than the full amount of the minimum payment on your previous statement.
- Other Fees:
 - Paper Statement Fee. \$5.00 for each paper copy of a monthly statement requested.
 - Fast Card Fee. \$25.00 for expedited processing of a new or additional card.

17. STATEMENTS: We will send you a statement at the end of each billing cycle if your account then has a credit or debit balance, or we are required to do so by applicable law. You should review your statement as soon as you get it and tell us immediately about any errors or questions you have (as provided in Section 18 - Your Billing Rights below). Along with other information, each statement will show all transactions during your billing cycle, your new balance, the minimum payment, and your payment due date. Your statement is available electronically at www.todaycard.com. We will send notification of your statements to the most recent email address and your mailing address if you choose to receive paper statements. You agree to notify us promptly of any changes to your address or email address.

18. YOUR BILLING RIGHTS – KEEP THIS NOTICE 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 P.O. Box 84032, Columbus, GA 31908-4032 as soon as possible. In your letter, give us the following information:

- account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description 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 the amount.
- The charge in question may remain on *your statement*, and we may continue to charge *you interest charges* 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 charges* 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 charges* 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 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. *You* must have used *your credit card* for the *purchase*.
2. *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*, contact *us* in writing at Today Card, Attn: Billing Dispute P.O. Box 84032, Columbus, GA 31908-4032.

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.

C. PAYMENTS

19. PROMISE TO PAY: *You* promise to pay *us* all amounts due on *your account*, as provided in *your* monthly *statement*. This includes amounts where *you* did not sign a *purchase slip* or other documents for the transaction, and transactions *you* make without presenting *your card*. If *you* let someone else use

your card or account, including an authorized user, you are responsible for all transactions that other person makes.

20. MINIMUM PAYMENTS: *You may pay your entire balance at any time without penalty. You must pay the minimum payment each billing cycle by the payment due date.*

- *If the new balance shown on your statement for any billing cycle is less than \$30.00, the minimum payment for that cycle will equal the new balance.*
- *If the new balance for any billing cycle equals or exceeds \$30.00, the minimum payment for that cycle will be the greater of:*
 - *\$30.00 or*
 - *the sum of:*
 - *(1) five percent (5%) of the new balance (subtracting any unpaid interest charges or unpaid fees for the current billing cycle); plus*
 - *(2) the total of any unpaid interest charges and unpaid fees.*

Plus, any unpaid Minimum Payments Due from earlier *billing cycles* and any amount of *your new balance* that exceeds *your credit limit*.

You will not owe us any additional charge for early payment. You may pay more than the minimum payment at any time without penalty. If you pay more than the minimum payment in one billing cycle, you still must pay the full minimum payment in each billing cycle. You cannot increase your available credit by paying more than the unpaid balance on the account.

21. MAKING PAYMENTS: Each payment required under this Agreement must be made on or before the *payment due date* shown on *your monthly statement*. You must pay us in U.S. dollars, by electronic payment (ACH or debit card) or by mailing *your personal check or money order*, along with the payment stub from *your statement*, to the address shown on that *statement*. Do not send cash. If you do not follow these instructions, we may not be able to credit the payment for up to five (5) *business days* after we receive it. All payments on the *account* received by 5:00 p.m. during *our normal business day* at the address shown on *your statement* are considered to have been made on the date received at that address. We will apply *your payments* to the unpaid *balance* of the *account* in the order and manner we decide, unless restricted by an applicable law.

22. POSTDATED CHECKS AND IRREGULAR PAYMENTS: *You agree that we will not examine any payment check to confirm that it is not postdated, and that we may deposit any postdated check for payment to us on the day we receive it. Any payment submitted in offer of settlement of a disputed debt, including any check containing a notation such as "paid in full," must be sent to the following address: P.O. Box 2166, Columbus, GA 31902-2166. If you do not forward any check or other payment marked "paid in full" to the above address, we can accept late payments or partial payments, or checks or other payments marked with similar notations, without losing any of our rights under this Agreement, including our right to seek payment of the full balance of your account.*

23. CREDIT BALANCES: *We may reject any payment that creates or adds to a credit balance on your account. Any credit balance we allow will not be available until your payment has cleared, and we may reduce the amount of any credit balance by any new purchases. You can write to the address provided on your statement or call Customer Service to request a refund of any available credit balance.*

D. LEGAL DISCLOSURES

24. ARBITRATION AGREEMENT:

Both parties to this Agreement voluntarily agree to arbitrate any claim, as defined below, covered by this Agreement, and thereby waive any right to a jury trial or court proceedings or participate in a class action unless this arbitration provision is rejected as explained below. This arbitration provision does not apply to "covered borrowers" as defined in the Military Lending Act.

READ THIS ARBITRATION PROVISION CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL CLAIMS ARE RESOLVED. YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION PROVISION AS DESCRIBED BELOW.

If *you* do not reject this Arbitration Provision and a Claim is arbitrated, neither *you* nor *we* will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action, private attorney general or other representative action in court or in arbitration; or (4) join or consolidate a Claim with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration.

(a) Special Definitions: As used in the Arbitration Provision, the terms “*we*,” “*us*” and “*our*” mean Capital Community Bank and its successors and assigns and any of its employees, officers and directors. “*You*” means *you* the cardholder(s) and any *authorized users*.

(b) Your Right to Reject: If *you* don’t want this Arbitration Provision to apply, *you* may reject it by mailing *us* a written rejection notice which contains all of the following: (i) the date of this Agreement; (ii) *your* names, addresses and phone numbers; and (iii) a statement that *you* reject the Arbitration Provision of this Agreement. The rejection notice must be sent by certified mail, return receipt requested, to P.O. Box 84032, Columbus, GA 31908-4032. A rejection notice is only effective if it is signed by *you* and if *we* receive it within sixty (60) days after the date of this Agreement. If *you* reject this Arbitration Provision, it will not affect any other provision of this Agreement. If *you* don’t reject this Arbitration Provision, it will be effective as of the date of the Agreement.

(c) Federal Arbitration Act: The parties agree and acknowledge that this Arbitration Provision and this Agreement evidence a transaction involving interstate commerce and, therefore, a federal statute, the Federal Arbitration Act (Title 9 of the United States Code) (“FAA”), shall govern the interpretation and enforcement of this Arbitration Provision and proceedings pursuant thereto. To the extent state law is applicable under and is not preempted by the FAA, the law of the state applicable under the paragraph of this Agreement titled “Governing Law” shall apply.

(d) What Claims Are Covered: “Claim” means any claim, dispute or controversy between *you* and *us*, whether preexisting, present or future, that in any way arises from or relates to this Agreement. “Claim” has the broadest possible meaning, and includes initial claims, counterclaims, cross-claims and third-party claims, federal, state, local and administrative claims and claims which arose before the effective date of this Arbitration Provision. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity and claims for monetary damages and injunctive or declaratory relief. “Claim” includes any dispute or controversy about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof, to the extent permitted by law.

(e) Electing Arbitration; Starting an Arbitration Proceeding: Either *you* or *we* may elect to arbitrate a Claim by giving the other party written notice of the intent to arbitrate the Claim or by filing a motion to compel arbitration of the Claim. This notice may be given before or after a lawsuit has been filed concerning the Claim or with respect to other Claims brought later in the lawsuit, and it may be given by papers filed in the lawsuit.

(f) Choosing the Administrator: The arbitration administrator will be: American Arbitration Association (“AAA”), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org 1-800-778-7879; or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com, 1-800-352-5267. *You* may contact these organizations directly if *you* have any questions about the way they conduct arbitrations or want to obtain a copy of their rules and forms (which are also available on their websites). However, if the AAA and JAMS are unable or unwilling to serve as administrator, the parties may agree upon another

administrator or, if they are unable to agree, a court shall select the administrator or arbitrator. No company may serve as administrator, without the consent of all parties, if it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of the Class Action Waiver in this Arbitration Provision.

(g) The Arbitrator: A single arbitrator will be appointed by the administrator and must be a practicing attorney with ten or more years of experience or a retired judge.

(h) Class Action Waiver: Notwithstanding any other provision of this Agreement, neither *you* nor *we* will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other persons (thus, Claims brought by or against one Customer (or Co-Customer) may not be joined or consolidated in the arbitration with Claims brought by or against any other Customer). No arbitrator shall have authority to conduct any arbitration in violation of this provision or to issue any relief that applies to any person or entity other than *you* and/or *us* individually. If the Class Action Waiver is limited, voided or found unenforceable, then this Arbitration Provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.

(i) Location of Arbitration: Any arbitration hearing that *you* attend must take place at a location reasonably convenient to *your* residence.

(j) Cost of Arbitration: At *your* written request, *we* will pay all filing, hearing and/or other fees charged by the administrator and arbitrator to *you* for Claim(s) asserted by *you* in an individual arbitration after *you* have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which *you* reside. In addition, the administrator may have a procedure whereby *you* can seek a waiver of fees charged to *you* by the administrator and arbitrator. *We* will always pay any fees or expenses that *we* are required to pay by law or the administrator's rules or that *we* are required to pay for this Arbitration Provision to be enforced. *We* will not ask *you* to pay or reimburse *us* for any fees *we* pay the Administrator.

(k) Severability and Survival: If any part of this Arbitration Provision, other than the Class Action Waiver, is deemed or found to be unenforceable for any reason, the remainder shall be enforceable. This Arbitration Provision shall survive the repayment of all amounts owed under this Agreement, any legal proceeding and any bankruptcy by *you*, to the extent consistent with applicable bankruptcy law.

(l) Small Claims Courts. All parties retain the right to seek adjudication in a small claims court for disputes within the scope of such court's jurisdiction.

25. CHANGE IN TERMS: *We* may change any term of this Agreement or add new terms to this Agreement at any time upon notice to *you* as required by law. At *our* option, any change will apply both to new activity and to *your* outstanding *balance*, as permitted by law.

26. CHANGES TO YOUR AGREEMENT: 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. *We* may notify *you* of changes on *your statement* or in a separate notice. *Our* notice will tell *you* when and how the changes will take effect. The notice will describe any rights *you* have in connection with the changes. *Your* variable *APR* can go up or down as the index for the rate goes up or down.

27. NOTICES: Any notices given under this Agreement or relating to the *account* will be effective only if given in writing to *us* at P.O. Box 84032, Columbus, GA 31908-4032, and to *you* at *your* current address or email address shown on *our* records. *You* agree to notify *us* immediately if *your* address or email address changes from what *you* provided on *your application*.

28. ASSIGNMENT: This Agreement will be binding on, and benefit, any of *your* and *our* successors and assigns. *You* may not sell, assign or transfer *your account* or this Agreement to someone else without *our* written permission. *We* may sell, assign or transfer *your account* and this Agreement without *your* permission and without prior notice to *you*. Any assignee or assignees 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 *we* notify *you* that *we* have transferred *your account* or this Agreement, *we* can return the payment to *you*, forward the payment to the assignee, or handle it in another way that is reasonable.

29. WAIVER: *We* will not lose any of *our* rights if *we* delay or choose not to take any action for any reason. *We* may waive *our* right without notifying *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.

30. GOVERNING LAW; SEVERABILITY: This Agreement and *your account* will be governed by (1) federal law, and (2) to the extent not preempted by federal law, the laws of Utah, without regard to its conflicts of law provisions. *We* accepted this Agreement in Utah. If any provision of this Agreement conflicts with the law, *you* agree the provision will be viewed as if it was amended to comply with the law. If that is not possible, then only the provision that conflicts with the law will be deleted. The remaining provisions of this Agreement will remain effective.

31. STATE LAW DISCLOSURES:

Maryland Residents: *You* have the right under section 12-510 of the Commercial Law Code to receive an answer to a written inquiry concerning the status of *your account*. Finance charges will be imposed in amounts or at rates not in excess of those permitted by law.

New Jersey Residents: Because certain provisions of this Note are subject to applicable laws, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

Wisconsin Residents: No provision of a marital property agreement, a unilateral statement under section 766.59 or a court decree under section 786.70 adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.

Cardmembers: *Your* signature (including any digital or electronic signature), address and the date on the *application*, or other evidence of indebtedness, or *your* acceptance of these Terms and Conditions through an electronic transmission to *us* represents *your* signature, address and the date on these Terms and Conditions, which are incorporated herein by reference.

Retail Installment Credit Agreement

NOTICE TO THE BUYER - 1. DO NOT SIGN THIS CREDIT AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES. 2. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS CREDIT AGREEMENT. 3. YOU MAY AT ANY TIME PAY MORE THAN THE MINIMUM PAYMENT, OR YOUR ENTIRE BALANCE IN FULL WITHOUT INCURRING ANY ADDITIONAL CHARGE FOR PREPAYMENT.