

Synovus Online Banking Agreement with Electronic Funds Transfer Disclosures

This Synovus Online Banking Agreement together with the *Electronic Funds Transfer Act* disclosures ("EFTA Disclosures") ("Online Banking Agreement" or "Agreement") governs your use of Synovus' online banking service ("Online Banking") and all other services that Synovus may offer and you may elect to receive that are provided in connection with Online Banking (collectively, the other services are referred to herein as "Supplemental Services"). Online Banking and the Supplemental Services are collectively referred to herein as the "Services". In addition to this Online Banking Agreement, you may have to agree to additional terms and conditions applicable to a particular Supplemental Service in an Addendum to this Agreement. Each Addendum will be incorporated into this Online Banking Agreement upon your agreement thereto or your use of the Supplemental Service. By clicking on the "I Accept" button or by using Online Banking or any Supplemental Service, you agree to the terms of this Agreement. Please read this Agreement carefully and keep a copy for your records. This Agreement supplements and is part of the *Terms and Conditions of Your Account* ("Deposit Agreement") received at account opening. If a discrepancy or inconsistency is determined to exist between the terms of this Agreement and your Deposit Agreement, then this Agreement shall control with respect to the Service, but only to the extent necessary to address the discrepancy or inconsistency.

"Account" and/or "accounts" means all records of consumer accounts on our files on which you are identified as a primary or joint owner, including your deposit accounts (i.e., checking accounts, savings accounts, money market accounts, and NOW accounts), loan accounts, credit card accounts and other of your accounts to be accessed using the Service. You may exclude or prevent access to any of your Accounts using the Services. In this Agreement, "you" or "your" refers to the person(s) subscribing to or using the Service. "We", "Bank", "us" or "our" refers to Synovus Bank, a banking corporation, and any agent, independent contractor, designee, or assignee Bank may, in its sole and absolute discretion, involve in the provision of the Services. The terms and conditions of your respective Account agreement(s) with us will also govern your Account relationship(s) with us. "Brokerage Accounts" include securities and brokerage accounts ("Brokerage Accounts") held by Synovus Securities, Inc., which is a brokerage affiliate of ours and is not a bank ("Synovus Securities"). **Brokerage Accounts are not insured by the FDIC, not a deposit or other obligation of, or guaranteed by, Bank or any banking affiliate, and are subject to investment risks, including possible loss of the principal amount invested.**

The Services. You agree to use your Credentials (as defined below) to access and use the Services:

- To pay bills directly from your Account (e.g. checking, savings, and money market) to third parties whom you have selected in advance to receive payment through the Service ("Payees") in the amounts and on the days you request.
- To transfer funds from your designated Accounts with us to your designated Accounts with us or your accounts with a non-Bank financial institutions within the U.S.
- Transfer funds to accounts with us having another individual as the named primary or joint owner
- To make payments from any Account (e.g. checking, savings, and money market) enrolled in the Services to your designated credit card account(s).
- To electronically receive balance, activity, Account statements, transaction history, and certain other information for selected Accounts owned by you.
- To set-up email alerts to be received by you for the following:
 - when one or more of your deposit accounts enrolled in the Service exceeds or falls below dollar limits designated by you.
 - a service alert (e.g. notice of Service unavailability, new products and services, etc.).
 - when the amount spent by you exceeds the target amount for any budget category you have defined in the Service.
- To receive Security Alerts for the following:

- your Password has been changed.
 - your User ID has been changed.
 - your security/authentication question(s) has been changed.
 - your email address in the Service has been changed.
 - incorrect security question response has caused your Account(s) to be locked out from the Service.
 - incorrect Password entry has caused your Account(s) to be locked out from the Service.
- To access and use any Supplemental Services which you have agreed to receive.

Please note that not all service features are available in each of the Services. Please see this Online Banking Agreement, including any applicable Supplemental Services Addenda, for more information.

From time to time, we may offer additional services through the Service, and your use of such services shall constitute your acceptance of this Agreement. Some Supplemental Services described in this Agreement may not be immediately available for use by Synovus Bank customers. The inclusion of a Supplement Services description in this Agreement does not require Synovus to immediately provide that service to its customers.

Charging Your Account. In addition to our rights under applicable law and our Deposit Account brochure, we may deduct fees, overdrafts and other amounts you owe us (including, but not limited to, transaction amounts from returned transactions) under this Agreement from your accounts with us or our affiliates except as prohibited by law.

Your Password and User ID. You must establish a Password and User ID (collectively, the "Credentials") to access the Service and your Account information at Bank. Your Credentials will never expire, but you may change them at any time. You authorize us to follow any instructions you or your authorized agent enters through the Service using your Password. Because your Credentials can be used to access money and information about your Accounts, you should treat your Credentials with the same degree of care and secrecy that you use to protect your automated teller machine (ATM) card, personal identification number (PIN) or other sensitive personal financial data. You agree not to give your Credentials, or make it available, to any person not authorized to access your Accounts. You may also be asked your personal security questions to access the Service. You are solely responsible for all transactions conducted using your Credentials.

Joint Subscribers. Except as otherwise provided in this Agreement, where two or more persons subscribe to the Service for their joint Account, we are entitled to rely and act upon instructions from any one such subscriber.

Bill Payment Service. If you agree to the *Bill Pay Terms and Conditions* through the Service, you may make payments through the Service to any business, merchant, or professional that generates a bill or invoice for products or services provided to you or on your behalf and to individuals such as family or friends (the "Bill Payment Service"), and in each case the Payees must have a physical mailing address. The Bill Payment Service is provided to you by CheckFree Services Corporation ("CheckFree") and is governed by and subject to the terms and conditions set forth in the Bill Pay Terms and Conditions ("Bill Pay Terms and Conditions") which are available under the Self Service tab in the Service. You may electronically schedule payments using the Service. Any single payment will be in an amount specified by you, but not less than \$1.00 and not more than \$35,000.00. You agree (i) to comply with said Bill Pay Terms and Conditions regarding bill payments utilizing the Service; (ii) that CheckFree, and not Bank, is providing the Bill Payment Service; and (iii) that all of your rights and remedies regarding errors in connection with the Bill Payment Service or unauthorized payments shall be solely against CheckFree and not against Bank. At our discretion we may refuse to process any transaction that exceeds any of the above-limits. In this case, you are responsible for making alternative arrangements or rescheduling the payment or transfer within the Service. The Bill Pay Terms and Conditions may be changed by CheckFree and/or Bank from time to time. In such event CheckFree or Bank will provide you notice. Any use of the Bill Payment Service after you have been provided notice of a change will constitute your agreement to such change(s). Further, CheckFree or Bank may revise or update the Bill Payment Service and/or any related documentation and materials. Consequently, both CheckFree and Bank shall have the right to terminate the Bill Payment Service at any time upon notice.

E-Bills. E-Bills is a Supplemental Service ("E-Bills Service") which allows you to receive bills electronically from participating payees ("Participating Payees"). Participating Payees, not Bank, establish their own criteria for reviewing, accepting, and declining your request to receive E-Bills. The Bank does not participate in the Participating Payees' decision making. If Bank must request the E-Bill directly from the Participating Payee, then you hereby agree to authorize us to contact the Participating Payee on your behalf to obtain such information, by appointing us your agent for such purpose,

and you will provide us with any information (e.g. passwords, etc.) necessary for us to retrieve the information. We are not responsible for the security or confidentiality of any information transferred to the Participating Payee on your behalf as part of the process of providing the E-Bills Service. At our discretion we may refuse to process any transaction that exceeds any of the above-limits. In the case of a refusal, you are responsible for making alternative arrangements or rescheduling the payment or transfer within the Service.

External Transfers Service (“External Transfer Service”). The External Transfers Service is a Supplemental Service that allows you to use your Accounts to transfer funds into and out of deposit accounts you hold at other U.S. financial institutions. This External Transfers Service is provided to you through Online Banking by Fiserv Solutions, Inc. (“Fiserv”) and is governed by and subject to the terms and conditions set forth in the External Transfers Terms and Conditions (“External Transfers Terms and Conditions”). You may electronically schedule transfers using the External Transfers Service. Any single payment will be in an amount specified by you, but cannot be less than \$5.00 and for Standard delivery cannot be more than \$10,000 per day or more than \$25,000 per rolling 30-day period, and for Next Day delivery cannot be more than \$3,000 per day or more than \$6,000 per rolling 30-day period. You agree (i) to comply with the External Transfers Terms and Conditions regarding these transfers using the External Transfers Service; and (ii) that your remedies are limited to those available to you under the terms of your Account agreement with us, EFTA, and this Agreement. At our discretion we may refuse to process any transfer that exceeds any of the above-limits. In the case of a refused transfer, you are responsible for making alternative arrangements or rescheduling the payment or transfer within the Service. The External Transfers Terms and Conditions may be changed by Fiserv and/or Bank from time to time. In such event Fiserv or Bank will provide you notice. Any use of the External Transfers Service after you have been provided notice of a change will constitute your agreement to such change(s). Further, Fiserv or Bank may revise or update the External Transfers Service and/or any related documentation and materials from time to time. Both Fiserv and Bank have the right to terminate the External Transfers Service at any time upon notice. **The External Transfers Service is not available from the Mobile Banking Service (as defined below).**

Popmoney Person to Person (P2P) Payment Service (“P2P Service”). The P2P Service is a Supplemental Service that allows you to send funds to individuals using only their U.S. financial institution deposit account number, an email address or mobile phone number. This P2P Service is provided to you by Fiserv Solutions, Inc. (“Fiserv”) and is governed by and subject to the terms and conditions set forth in the P2P Terms and Conditions (“P2P Terms and Conditions”). Recipients of funds via the P2P Service can claim their funds through the online banking sites of financial institutions that offer personal payments using the P2P Service. If a recipient’s financial institution does not offer the P2P Service, the recipient can claim his or her funds through the P2P public site offered directly by Fiserv. You may electronically schedule payments using the P2P Service. Any single payment will be in an amount specified by you, but cannot be less than \$5.00. For the “Standard P2P Service” (herein so called and meaning P2P Service where the payment shall occur within 3 business days), the amounts paid from your Accounts cannot be more than \$5,000 per day or more than \$7,500 per rolling 30-day period. For “Next Day P2P Service” (herein so called and meaning P2P Service where the payment shall occur the next business day) the amount paid cannot be more than \$3,000 per day or more than \$6,000 per rolling 30-day period. By using the P2P Service, you agree (i) to comply with said P2P Terms and Conditions regarding funds payments using the P2P Service; and (ii) that your remedies are limited to those available to you under the terms of your Account agreement with us, EFTA, and this Agreement. At our discretion we may refuse to process any payment that exceeds any of the above-limits. In the case of a refused payment, you are responsible for making alternative arrangements or rescheduling the payment or payment within the P2P Service. The P2P Terms and Conditions may be changed by Fiserv and/or Bank from time to time. In such event Fiserv or Bank will provide you notice. Any use of the P2P Service after you have been provided notice of a change will constitute your agreement to such change(s). Further, Fiserv or Bank may revise or update the P2P Service and/or any related documentation and materials from time to time. Both Fiserv and Bank shall have the right to terminate the P2P Service at any time upon notice.

Charges for Bill Payment Service, E-Bill Service, External Transfers Service and P2P Service. Under your Deposit Agreement and as required by law, you are limited to six transfers per calendar month or statement cycle from your savings account or money market account and you may be charged a fee for each transaction in excess of these limits. See your Deposit Agreement for additional details. As described below, certain transactions using the Services will be subject to this 6-transfer limitation and fee for excess transactions.

IF YOU:

- **PAY BILLS DIRECTLY FROM YOUR MONEY MARKET ACCOUNT;**
- **TRANSFER FUNDS FROM YOUR SAVINGS OR MONEY MARKET ACCOUNT WITH US TO OTHER DESIGNATED ACCOUNTS WITH US OR TO YOUR ACCOUNTS WITH ANOTHER FINANCIAL INSTITUTION**

WITHIN THE U.S.; OR

- **TRANSFER FUNDS FROM YOUR SAVINGS OR MONEY MARKET ACCOUNT WITH US TO ACCOUNTS WITH US HAVING ANOTHER INDIVIDUAL AS THE NAMED PRIMARY OR JOINT OWNER OR ACCOUNTS WITH A NON-BANK FINANCIAL INSTITUTION WITHIN THE U.S.**

SUCH PAYMENTS AND/OR TRANSFERS WILL BE COUNTED TOWARD YOUR SIX TRANSFERS PER CALENDAR MONTH OR STATEMENT CYCLE LIMIT. THESE PAYMENT AND TRANSFERS ARE ADDED TOGETHER WITH TRANSFERS YOU MAKE OUTSIDE OF THE SERVICE FOR CALCULATING THE SIX TRANSFER LIMITATION. THESE PAYMENTS AND/OR TRANSFERS ARE SUBJECT TO FEES AND CHARGES FOR THE APPLICABLE SERVICE IN ADDITION TO REGULAR ACCOUNT FEES AND CHARGES FOR PAYMENTS AND/OR TRANSFERS. CUSTOMERS WHO CONTINUE TO EXCEED THESE LIMITS AFTER BEING CONTACTED BY BANK WILL HAVE THE APPLICABLE ACCOUNT CLOSED AND AN ACCOUNT OPENED FOR THE FUNDS WHICH IS ELIGIBLE FOR THE NUMBER OF PAYMENTS AND/OR TRANSFERS REQUESTED BY YOU, OR PREVENT OR TAKEAWAY YOUR PAYMENT AND TRANSFER CAPACITIES.

Credit Card Payments.

- a. You may use the Services to make payments to designated credit card accounts you have with us from any Account enrolled and accessible through the Services. You may not use your designated credit card account(s) to make payments to us or other third parties through the Services. Credit card payment requests made before 6 p.m. ET or 5 p.m. CT on a business day are considered paid on the same date the request is submitted. However, the payment amount will not reflect in the available balance of your deposit account or credit card account until the next business day. Credit card payment requests made after 6 p.m. ET or 5 p.m. CT on a business day are considered paid on the next business day after the request is submitted. The payment amount will not reflect in the available balance of your deposit account or credit card account until the second business day after the request. Credit card payment requests submitted on a non-business day will be processed on the next business day under the same terms listed in this section.
- b. You may use the Services to perform balance inquiries on your designated credit card account(s) and to view transactions associated with your credit card account(s). All transactions may not be reflected, including payments, advances, charges, and transactions in progress.
- c. You are still bound by the terms and conditions of your existing credit card agreement and will continue to receive your credit card statement.

Balance Inquiries and Transfers. You may use the Services to check the balance of your deposit, loan, and credit card Accounts and to transfer funds among your deposit Accounts (other than CD or IRA accounts) or to or from certain credit Accounts. Account balances will be current as of the date and time you sign on to Online Banking. The balance displayed by Online Banking may include deposits still subject to verification by us. The balance shown also may differ from your records because it may not include deposits in progress, check card authorizations, outstanding checks, or other withdrawals, payments or charges. Transfers may not be made from one credit account to another. In addition, your ability to make certain transfers from certain types of accounts may be limited by applicable federal law. Fund transfers will be made available in accordance with Bank's policy (see Bank's Funds Availability Disclosure provided with your Deposit Account Agreement). If there are insufficient funds or available credit in an Account from which you are requesting a fund transfer, the transfer will not be performed.

Alerts.

- a. **Description.** The alerts feature of Online Banking allows you to request and receive informational and/or actionable messages about your Account(s) concerning account balance and other thresholds for your Account(s). You may receive alerts through email messages and/or text enabled wireless device (which meets the Wireless Device Specifications below)("Wireless Device"). You may select the type of alerts and other preferences which will determine, together with your account information, the delivery and timing of the alerts to you.
- b. **Registration.** You must be enrolled in Online Banking to use the alerts feature. Enrollment in text services requires identification of your banking relationship with us as well as providing your mobile phone number.
- c. **Email.** You agree that each alert might not be encrypted, and might include your name and information pertaining to your Account(s.) Receipt of any alert might be delayed, or prevented by factors affecting your Wireless Device such as Internet service providers, phone operators, wireless phone providers, and other relevant entities. We

neither guarantee the delivery nor the accuracy of the contents of any alert and will not be liable for any losses or damages arising from: (i) non-delivery, delayed delivery, or wrong delivery of any alert; (ii) inaccurate content in an alert; (iii) your use or reliance on the contents of any alert for any purposes. We reserve the right to terminate any request from you, for any alert, at any time with or without notice. The information in any alert may be subject to certain time lags and/or delays. You will manage the types and timing of your alerts, and the alerts may be stopped or suspended by you at any time; provided, however, the termination or suspension of the alerts shall only be effective after we have had a reasonable opportunity to act on your request.

Synovus Securities, Inc. Brokerage Accounts. If you are also a Synovus Securities customer you may use Online Banking to view balance information for your Brokerage Account(s) (herein so called). Balance information will be provided by Synovus Securities™ clearing agent and will be current as of the date indicated. Other online Brokerage Account services are subject to the Synovus Securities End User Agreement for online accounts ("Synovus Securities Agreement"). In order to view transaction history, execute trades, or conduct other functions in regard to your Brokerage Account(s) you will need to access your Brokerage Account(s) through the product enrolled in by you in the Synovus Securities Agreement as these services are not available under this Agreement. **Brokerage Accounts are maintained by Synovus Securities, are not insured by the FDIC, not a deposit or other obligation of, or guaranteed by, the Bank or any affiliate of the Bank, and are subject to investment risks, including possible loss of the principal amount invested.**

Budgeting. You may use Online Banking to establish budgeting thresholds for certain categorized transactions to allow you to create and manage a budget by organizing transactions into categories, assigning budget amounts and track spending in a convenient monthly spending chart.

One-way Download/Export Capabilities. You may download information from your Accounts using Online Banking in each of the following formats:

- Money® (.OFX)
- Intuit Quicken® (.QFX)
- Comma Separated (.CSV)
- QuickBooks™ (.QBO)
- Quicken® Interchange Format (.QIF)

Mobile Banking Service. If you agree to the Mobile Banking Amendment with Electronic Funds Transfer Disclosures (the "Mobile Banking Amendment"), you may use your Wireless Device (as defined in the Mobile Banking Amendment) to access Synovus' Mobile Banking Supplemental Service ("Mobile Banking") and such service features as are available through Mobile Banking such as paying bills through the Bill Payment Service from your Account, checking the balance of your Accounts, and transferring funds among your Accounts. Not all features of Online Banking are available in Mobile Banking however. Please refer to your Mobile Banking Amendment for further details. **Access to Synovus Securities, Inc. Brokerage Accounts (hereinafter defined) is not available through the Mobile Banking Service.**

Mobile Banking Deposit Service. If you are a Mobile Banking user and you agree to the Mobile Banking Deposit Service Amendment (the "Mobile Deposit Schedule") you may use your Wireless Device to create electronic images of certain checks and transmit those images to us for review and processing (the "Mobile Deposit Service"). In order to enroll in the Mobile Deposit Service you must be enrolled in Online Banking and Mobile Banking. Use of the Mobile Deposit Service will be subject to the terms and conditions of the Mobile Deposit Amendment. Please refer to the Mobile Deposit Amendment for further details.

Email Alerts. You may use Online Banking to set-up email alerts set forth in the Services section hereto. No fund transfers will be made by us based on your email alerts. It is your responsibility to transfer funds upon receipt of email alerts. Email alerts, as applicable, will be generated and sent to you each day after our nightly processing is complete.

Statements; Electronic Statementing. All of your payments and fund transfers made through Online Banking will appear on your periodic Account statements. The transaction type, Payee name, payment amount, and transaction date will be reflected for each payment made through Online Banking. Although we may provide you with both paper and electronic statements for your Accounts, the paper statements provided to you for your deposit accounts will be your statements of record unless and until we notify you otherwise or unless you enroll in electronic statementing. Electronic statements without check images are automatically provided to you for viewing purposes only and allow you to receive a visual display of balance, transaction history and certain other information about your Accounts. Electronic statements will be available

through the Service for eighteen (18) months from the statement date. You are still responsible for reviewing all Account statements, whether delivered electronically or by mail, as they contain important information about your Accounts

Liability for Failure to Complete Transactions. We will process and complete all transfers properly initiated through the Service in accordance with the terms of this Agreement. If we do not complete a transfer to or from your Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses and damages as provided by law. However, we will not be liable if:

- a. Through no fault of ours, you do not have enough money in your Account to make the transfer, or the money in your Account is subject to legal process or other encumbrance restricting such transfer.
- b. The Service or your PC or modem is not working properly and you knew about the malfunction when you started the transfer.
- c. A Payee mishandles or delays in handling payments sent by us.
- d. You have not provided us with the correct Payee name, address, account information or payment amount.
- e. Circumstances beyond our control (such as fire, flood, or delay in the U.S. Mail) prevent the proper completion of the transaction despite reasonable precautions by us to avoid these circumstances.
- f. There are other exceptions stated in our agreement(s) with you.

Fees. In accordance with the Bank's *Electronic Banking Services Schedule of Fees and Charges*, we will charge fees for the Services and any other fees related thereto and deduct the same each month from your Account you have designated to pay fees through the Service. Bank's failure to assess any charges or to assess charges in any specific amount does not waive Bank's right to increase or decrease the amount of charges later. Fees are reviewed periodically and are subject to change. You will be notified of any fee changes at least thirty (30) days prior to the change taking effect.

Equipment. Except as provided herein, we are not responsible for any loss, damage or injury whatsoever resulting from:

- a. An interruption in your electrical power, cable or telephone service;
- b. The disconnecting of your cable or telephone line by your local cable or telephone company or from deficiencies in your line quality; or
- c. Any defect or malfunction of your PC, modem, cable or telephone line.

We are not responsible for any services relating to your PC other than those specified in this Agreement.

Business Days. Our business days are Monday through Friday, except bank holidays. The Service is available 24 hours a day, seven days a week, except during maintenance periods. Synovus Customer Care is available 7:00 a.m. to 11:00 p.m. Eastern time Monday through Sunday at 1-888-SYNOVUS (1-888-796-6887).

Your Liability for Unauthorized Transfers. Tell us AT ONCE if you believe your card and/or Credentials have been lost or stolen or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning us is the best way of keeping your losses down. You could lose all the money in your Accounts (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss or theft of your card and/or Credentials, you can lose no more than \$50.00 if someone used your card and/or Credentials without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card and/or Credentials, and we can prove we could have stopped someone from using your card and/or Credentials without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers you did not make, including those made by card, Credentials or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was made available to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

When you give someone your Credentials, you are authorizing that person to use the Service, and you are responsible for all transactions that person performs while using your Service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions. For your

protection, sign-off after every use of the Service and close your browser to ensure confidentiality.

Additional Limit of Liability for Visa®-branded Debit Card. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa®-branded Debit Card. This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number which are not processed by VISA®.

Contact in the Event of Unauthorized Transfer. If you believe your card and/or Credentials have been lost or stolen, or if you believe that an electronic funds transfer has been made without your permission call 1-888-SYNOVUS (1-888-796-6887), or write to Synovus Bank, Attn: Customer Care, Post Office Box 120, Columbus, Georgia 31902.

Error Resolution Notice. In case of errors or questions about your electronic transfers or payments, call us at 1-888-SYNOVUS (1-888-796-6887) or write to Synovus Bank, Attn: Customer Care, Post Office Box 120, Columbus, Georgia 31902, or initiate a payment inquiry using the Service, as soon as you can. Also, contact us if you think your statement, receipt, or confirmation is wrong, or if you need more information about a transfer listed on your statement, receipt, or appearing on the Account activity screen of your PC. We must hear from you no later than sixty (60) days after we made available to you the FIRST statement (or notification on your PC) in which the problem or error appeared. Also, you should:

- a. Tell us your name and Account number (if any).
- b. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c. Tell us the date and dollar amount of the suspected error (and the date if available).
- d. The name of the Payee and confirmation number if a payment is in question.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days (five (5) business day for Visa®-branded Debit Card point-of-sale transactions processed by Visa® and twenty (20) business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, we may take up to forty-five (45) days (ninety (90) days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will re-credit your Account within ten (10) business days (five (5) business days for Visa®-branded Debit Card point-of-sale transactions processed by Visa® and twenty (20) business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete the investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not re-credit your Account. Your Account is considered a new account for the first thirty (30) days after the first deposit is made, unless each of you already has an established account with us before this account is opened. We will tell you the results within three (3) business days after we complete our investigation. If we decide that was no error, we will send you a written explanation. You may ask for copies of documents that we used in our investigation.

Stop Payment. You may use Online Banking to stop payment on qualified checks drawn on your Accounts. You must initiate any stop payment order so that we receive it in time to give us a reasonable opportunity to act on such order prior to our stop payment cutoff time. Our stop payment cutoff time is one (1) hour after the opening of the next Business Day after the Business Day on which we receive the check, which is the subject of the stop payment order. Additional limitations on our obligation to stop payment are as provided by applicable law, including, without limitation, the fact that we have no obligation to stop payment on a check which we have paid in cash or which we have certified. To be effective, your stop payment order must precisely identify the number, date and amount of the check, and the payee thereof. You agree to indemnify and hold us harmless from and against any loss or damage to us for following or attempting to follow any stop payment order. This indemnity shall survive any compliance or release of any stop payment order. A stop payment order will be effective for six (6) months and may be renewed for additional six (6) month periods thereafter by writing us during the period the stop payment order is effective.

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

- a. Where it is necessary for completing transfers.
- b. In order to verify the existence or condition of your Account or to ensure the accuracy or security of the information for a third party, such as a credit bureau or merchant.

- c. In order to respond to governmental agency or court orders or requests, or otherwise in accordance with applicable law.
- d. If you give us your written permission.
- e. To service providers who perform data processing, records management, collections and other services for us, in order that they may perform those services.
- f. In order to make other financial products or services available to you.
- g. In order to prevent or investigate possible illegal activity.
- h. In order to issue authorizations for transfers from your Account.

We may also disclose information to our affiliated companies in accordance with the *Privacy Policy* of the Bank.

Authorization to Obtain Information. You agree that we may obtain and review your credit report from an authorized credit bureau. You also agree that we may obtain information from your Payees regarding your payments and the Payee accounts credited with same in order to facilitate proper handling and crediting of your payments.

Liability. Our liability to you is explained in this Agreement and any other agreements, notices, and disclosures that we separately provide to you from time to time regarding your Accounts and the Services. Under no circumstances will we have any liability to you for failing to provide you access to your Accounts or other features of the Services. Furthermore, unless otherwise required by applicable law, we will only be responsible for performing the Services as expressly stated in this Agreement, and will only be liable for material losses incurred by you to the extent such losses directly result from our gross negligence or intentional misconduct in performing the Services. We will have no liability or responsibility whatsoever for Brokerage Accounts or Brokerage Account information accessible through the Service, which is provided by third parties and subject to your separate agreement with Synovus Securities. We are not providing, and you will not rely on us to provide, any legal, tax, accounting, or other advice or counsel in connection with your Account(s) or use of the Services, and we do not represent or warrant that your use of any of the Services, including without limitation any alerts, transfers to Accounts or individuals, budgeting, bill payment, Account history or Account statements will qualify for or receive any favorable or desirable tax treatment, or eliminate or replace the need for you to monitor the use of your Account and history of transactions in your Account for appropriate recordkeeping of deposits and withdrawals and to monitor for errors or fraud. You also agree and acknowledge that no statement, data, message, alert, or other matter connected with your use of the Services overrides or supersedes the preceding sentence. In these regards, you should seek the advice of competent legal, tax, accounting, and other counsel regarding your use of the Services and related matters. IN NO EVENT WILL WE HAVE LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, INCIDENTAL OR INDIRECT LOSS OR DAMAGE WHETHER OR NOT ANY CLAIM FOR SUCH DAMAGES IS BASED ON TORT OR CONTRACT OR WE KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCES.

We will not be obligated to honor, in whole or in part, any transaction or instruction which:

- is not in accordance with any term or condition applicable to the relevant Services or Accounts;
- we have reason to believe may not be authorized by you or any third person whose authorization we believe is necessary or involves funds subject to a hold, dispute, restriction or legal process we believe prevents their withdrawal;
- would result in us exceeding any limitation of our intra-day net funds position established pursuant to present or future Federal Reserve guidelines; would violate any applicable provision of any risk control program of the Federal Reserve or any applicable rule or regulation of any other federal or state regulatory authority;
- is not in accordance with any other requirement of our applicable policies, procedures or practices; or
- we have reasonable cause not to honor for our or your protection.

Indemnification. Except to the extent arising out of our breach of this Agreement or our gross negligence or willful misconduct, you agree to indemnify and hold us, our directors, officers, employees and agents harmless from all losses, liability, claims, demands, judgments and expenses arising out of or related to your Account(s) or your use of the Services or any portion thereof. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Services by you or your authorized representative.

Third Parties. Except as specifically provided in this Agreement or where applicable law requires a different result, neither we nor our service providers or other agents will be liable for any loss or liability resulting in whole or in part from any act or failure to act of your equipment (such as your PC or Wireless Device) or software (including, without limitation, the Software for Mobile Banking), or that of an Internet browser provider such as Mozilla Firefox (Apple browser) or Microsoft (Microsoft Explorer browser), by an ISP, by an online service provider or by an agent or subcontractor of any of them, nor will we or our service providers or other agents be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to the Accounts or the Service.

Termination. You may terminate your use of the Services at any time by calling us at 1-888-SYNOVUS (1-888-796-6887) or writing to Synovus Bank, Attn: Customer Care, P.O. Box 120, Columbus, Georgia 31902. You must notify us at least ten (10) business days prior to the date on which you wish to have your Services terminated. We may require that you put your request in writing. If you have scheduled payments with a transaction date within this ten (10) business day period, you also must separately cancel those payments. If we have not completed processing of your termination request and you have not otherwise canceled a payment, you will be responsible for payments with transaction dates during the ten (10) business days following our receipt of your written notice of termination. We will charge you a fee for the month in which your termination is effective unless (i) you terminate the Services between the first and the fourteenth day of the month and (ii) during such time, no transactions to any of the Accounts have occurred. We may terminate your use of the Services, in whole or in part, at any time and for any reason without prior notice. Your access to the Services will be terminated automatically if your Account is closed, or access to your Account is restricted, for any reason. If you would like to transfer the Services to a different Account with us, you must provide seven (7) business days advance written notice. Termination will not affect your liability or obligations under this Agreement for transactions we have processed on your behalf. As long as you do not terminate Online Banking, you may terminate any of the Supplemental Services without terminating this entire Agreement.

Should we receive any process, summons, order, injunction, execution, distraint, levy, lien, information or notice, which in our opinion raises any question regarding your right to the funds on deposit in any Account or the authority of any person purporting to act on your behalf, we may thereupon, at our option and without liability, refuse to honor orders to pay, withdraw, or transfer sums from the Account until such question is resolved to our satisfaction.

We reserve the right to close any of your Accounts by sending notice to you at the address last furnished to us, and at our option may close any or all such Accounts and send you a check for the balance in said Accounts; and we shall not be liable for dishonoring any item drawn on the Accounts or presented for payment thereafter. After Accounts are closed, we may, at our sole option refuse to accept any funds tendered for transfer or deposit therein, whether in the form of monies, items, ACH, wire transfers or otherwise, and such refusal may be invoked notwithstanding any inadvertent acceptance initially made on such tender.

We reserve the right to unilaterally suspend or terminate your access to the Services in the event there is any incident involving fraud, suspected fraud, or similar conduct in connection with the Services.

Entire Agreement. This Agreement (including the Bill Pay Terms and Conditions, the Mobile Banking Amendment, the External Transfers Terms and Conditions, and the P2P Terms and Conditions if you have agreed to them) is the complete and exclusive agreement between you and us related to the Services and supplements any other agreement or disclosure related to your Accounts. The terms and conditions of any deposit account, rules and regulations, schedule, signature card, credit agreement, including any disclosures made pursuant to such agreements, or authority executed by or made available to you and any subsequent amendments to any of the foregoing, are incorporated herein by reference. Credit agreements may include credit card agreements you have with us. However, if there is any conflict or inconsistency between the terms and conditions stated in the other agreements and those of this Agreement, the terms and conditions of this Agreement shall control to the extent of such conflict or inconsistency.

Waivers. No delay or omission by us in exercising any rights or remedies hereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise therefore or the exercise of any other right or remedy. No waiver shall be valid unless in writing signed by us.

Assignment. You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Account(s) is located, without regard to conflict of laws and principles.

Order of Payment. This section describes our general practice for paying transactions from your Account. We may vary the order of payment if items are presented that cannot be returned unpaid. We reserve the right to change how we pay transactions from your Account and will provide you notice of these changes. After the close of the business day, we add your deposits and other credits to your account. We then deduct any fees and charges owed to us. Finally, we deduct all items presented for payment. The order these items are deducted from your account balance is based upon the type of transaction and, for electronic transactions, when the transaction was performed by you or was received by us. First, we pay outgoing wire transactions in the order they were made. Then, we pay electronic transactions (First, we pay preauthorized ACH debits, then ATM transactions, and then check card transactions.) in the order they were performed by you or were received by us. Next, we pay unnumbered checks and other items drawn on your Account by dollar amount in ascending order. Finally, we pay checks drawn on your Account in ascending check number order.

Notices to You. You agree that we may provide any notice to you called for in this Agreement by either posting it to our web site, by email to the email address you provided us, regular mail to the street address you provided us, or as set forth in the Electronic Records and Communications Act Disclosures set forth below, as the Bank may select. Notices sent to you will be effective when posted online, sent by e-mail, or mailed.

Amendments. Subject to the limitations of applicable law, this Agreement, applicable fees and/or service charges may be altered or amended by us from time to time. In such event, we will provide notice to you of the amendment, removal or change of any term or condition of the Agreement by posting notice on the Service or by emailing notice to you, or as otherwise required by applicable law. As of the effective date provided in the notice, the changed or new terms or conditions will apply to the Services and your Accounts, subject to any limitations of applicable law. Your continued use of the Services after such notification of change shall be understood as your agreement to be bound by all such changes. If you do not agree to the change or amendment, you must notify us prior to the effective date of the change or amendment and cancel your access to the Services.

Electronic Consent to this Agreement. By clicking on the "I Agree" button below in the electronic version of this Agreement, you indicate your execution and acceptance of this Agreement, the electronic delivery of this Agreement and your authorization and informed consent to the delivery of electronic records for your Accounts as described in this Agreement. In addition, you agree you are deemed to automatically renew that consent and acceptance each time you log in as a user of the Service and conduct any transaction. By executing this Agreement and accepting the terms and conditions of this Agreement, you represent and warrant that you are at least 18 years of age (19 years if you are an Alabama resident), and you are fully authorized to execute this Agreement for the Accounts. You agree to maintain a valid email address as long as you are enrolled in the Service and to promptly notify us of any change in your email address. You acknowledge and understand that our ability to provide you information and notices regarding the Service is dependent on your maintenance of a valid email address.

Electronic Records and Communications Act Disclosures

You consent, understand and agree that: (i) this Agreement will be entered into electronically, (ii) the Synovus Online Banking Service and the Supplemental Services (the "Service") are NOT available unless you consent to receive certain information by electronic communication, (iii) the consent shall last until you withdraw consent, and (iv) the following categories of information will be provided by electronic communication.

- Synovus Online Banking Agreement and Disclosures
- EFTA and E-Sign Disclosures
- Synovus Privacy Policy
- Balance, activity and certain other information on accounts designated by you now or in the future to be accessed using the Service ("Service Accounts")
- Periodic statements and transaction history for Service Accounts
- Notices to you of the resolution of any claimed error on your periodic statements
- Notices with respect to any changes to the Agreement or any other notices or communications required or permitted by law, including, without limitation, notices of changes in terms provided under Regulation E or Regulation DD
- Inquiries or notices to you about transactions made using the Service

- Addendum(a) to the Agreement (including Bill Payment and Mobile Banking)
- Authorizations related to the Service or the Service Accounts

You have the right to withdraw your consent to have the above-referenced categories of information made available to you by electronic communication. If you withdraw your consent: (i) the Services shall be suspended or cancelled by us within a reasonable time after our receipt of such notice; (ii) you may experience a delay in obtaining information regarding your Accounts; (iii) we will confirm the withdrawal with you in writing and the date it takes effect; and (iv) your withdrawal shall not apply to information properly provided before the withdrawal takes effect. To withdraw your consent, write to Synovus Bank Attn: Customer Care Center P.O. Box 120, Georgia 31902. If you withdraw your consent, your communication to us must state that you withdraw your consent to receive electronic records and communications and provide the names and account numbers of the Accounts accessible through the Services. To update your contact information, call us at 1-888-SYNOVUS (1-888-796-6887).

In addition to the electronically communicated information provided to you above, you may obtain a paper copy of any of the above-referenced categories of information (including a copy of this Agreement) free of charge by providing a written request addressed to Synovus Bank, Attn: Customer Care, P.O. Box 120, Columbus, Georgia 31902. Such a request will not be considered a withdrawal of consent to receive information by electronic communication. Paper copies of Electronic Statements will be available for 18 months after first issued.

In order to receive the categories of information referenced above by electronic communication, you must have the following hardware and software requirements:

- a personal computer
- Microsoft Windows 2000, Microsoft Windows XP with Service Packs 1 and 2, or MacIntosh OS 10.X
- a secure (encrypted) Web Browser (Netscape Navigator 6.2, 7.1 or higher, Internet 6.0 or higher or MacIntosh Safari 1.2 or higher), Internet Explorer 8/Windows XP, Chrome12/Windows XP, Firefox 5/Windows XP, Safari 5.1/Mac OS X 10.6, Internet Explorer 9/Windows 7.
- Internet access through an Internet Service Provider (ISP)
- a valid email address
- for Mobile Banking, an eligible wireless device and the Mobile Banking Software
- for electronic Service Account statementing, Adobe Acrobat

We may change these requirements from time to time. If any of these requirements change, we will provide you with advance notice of the change.

Effective 7-8-2015