

## Corporate Purchase Card Cardholder Agreement with Personal Guaranty

**Effective 11/01/2024** NY RESIDENTS: RETAIL INSTALLMENT CREDIT AGREEMENT

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. We are required to follow this procedure each time an account is opened.

**YOUR ACCOUNT AND AGREEMENT.** This Corporate Purchase Card Cardholder Agreement with Personal Guaranty ("Agreement"), the Summary of Credit Terms and Fees provided ("Credit Terms"), the Rewards Terms and Conditions associated with this Account, and the application submitted on behalf of the business (collectively, the "Cardholder Documents") govern the use of this credit card ("Card") account ("Account"). In this Agreement and in the monthly billing statement ("Periodic Statement"), the words "you", "your" and "Business" refer to the business that was approved for the Account, its successors and assigns, and includes, as appropriate, any personal guarantor or authorized user of this Account. The words "we," "us," and "our" refer to Colony Bank, its successors and assigns. Your Credit Terms and application are part of and incorporated into this Agreement. The activation of a Card, use of the Account or any Card associated with this Account, or any payment made on the Account evidences your acceptance of the terms of this Agreement. The signature of any authorized business representative ("Business Representative") (including any electronic or digital signature) on a Card associated with this Account, on any application submitted on behalf of Business, on any accepted sales slip, or on any other document provided in connection with the use of a Card or the Account is part of and incorporated into this Agreement. Please read and keep the Cardholder Documents for your records. Subject to applicable law, this Agreement may be changed at any time beginning twelve (12) months after Account opening in accordance with the "CHANGING TERMS" section of this Agreement. This Agreement also includes an Agreement to Arbitrate with a right to reject arbitration. See the "ARBITRATION AGREEMENT" section of this Agreement below. The effective date of this Agreement ("Effective Date") will be the earlier of (i) the date we approve your application or (ii) the first date that we extend credit for a transaction by which you or someone authorized by you uses the account. (For NY residents, the Effective Date is the first date that we extend credit for a transaction by which you or someone authorized by you signs a sales slip or memorandum.)

**ADDRESSES.** Your full name, address, and signature are considered part of this Agreement. For purposes of this Agreement, you agree and represent that Business is located at the address shown on your application or from time to time designated by you for the receipt of billing statements. You agree promptly to notify us of any change in your address or any other contact information you provided us with on your application or otherwise. Our address is Colony Bank c/o Credit Card Services, 115 South Grant Street, Fitzgerald, GA 31750.

**USING YOUR ACCOUNT.** When we approve your application and accept your request to open an Account, we will send you one or more Cards that you can use to access your Account and make purchases at participating merchants. Cardholders should sign the back of their Cards immediately upon receipt. Cards may not be used for any transaction considered illegal under applicable law.

**ACCOUNT FOR COMMERCIAL PURPOSES ONLY.** This is a commercial Account. Business and any authorized users may use this Account for business purposes only, and not for any personal, family or household purposes. Business understands that Business's agreement not to use the Account for personal, family or household purposes means that certain important duties imposed upon entities making loans for consumer purposes, and certain rights conferred upon consumers, pursuant to federal or state law will not apply to the Account or the Agreement. Business also understands that we will be unable to determine whether the Account use conforms to this section. Business understands that a breach by Business of the provisions of this section will not affect our right to (i) enforce Business's promise to pay for all amounts owed under this Agreement, regardless of the purpose for which the Account is in fact used or (ii) use any remedy legally available to us, even if that remedy would not have been available had the Account be opened for consumer purposes.

**YOUR OBLIGATION TO PAY.** You agree to be bound by this Agreement. You promise to pay all amounts owed to us under the terms of this Agreement as amended from time to time. You may request that an additional card be issued to an authorized user. Authorized users will not be considered joint obligor, and your Account will not be considered a joint Account. Authorized users will be bound by the terms of this Agreement, and you will be liable for all their transactions on the Account. To qualify as an authorized user, an individual must be employed or otherwise affiliated with Business. You agree to educate authorized users regarding their use of the Card and their obligations under the terms of this Agreement. We may limit any authorized user's ability to use their Card. You authorize any authorized user to have access to important information about your Account including available credit so that they can use their Card responsibly. If you want to remove an authorized user from your Account, you must contact Customer Service and request their removal and destroy all Cards in the authorized user's possession. We reserve the right to remove authorized users from your Account at our discretion.

**YOUR CREDIT LIMIT.** We will grant you credit, up to a maximum amount (your "Credit Limit"), for purchases obtained by using your Card. We will charge the purchases to your Account. You may not use your Account for a purchase if your total unpaid balance of purchases and fees (described below) will exceed your Credit Limit. We may demand immediate payment of any amount in excess of your Credit Limit. We print your Credit Limit on the card carrier we send with your card and on your Periodic Statement.

Your Account represents a continuing offer to extend further credit to you which may be withdrawn at any time. We reserve the right to change (to set, increase or remove) the Credit Limit for your Account from time to time in accordance with this Agreement and applicable law. Certain changes in your Credit Limit may occur without prior written notice to you and may be based upon factors including, but not limited to, anti-fraud policies and procedures, your record of making timely payments and staying within your established Credit Limit, your credit score and information contained in your credit report, if applicable.

**YOUR ACCOUNT STATEMENT.** We will send you a Periodic Statement for each monthly billing cycle (i) in which the balance of your Account (including unpaid purchases and Fees) on the last day of that cycle (the "New Balance") is more than \$1 (debit or credit), (ii) in which we impose a Fee, (iii) in which there is any other activity on your Account, or (iv) as otherwise required by law. The Periodic Statement shows: (i) the unpaid balance of your Account at the beginning of the cycle; (ii) your payment or other credits to your Account during the cycle; (iii) your purchases, Fees and all other debits to your Account during the cycle; (iv)

the New Balance; (v) the payment you must make (the "Payment Due") and the date that it is due (the "Payment Due Date"); and (vi) your Credit Limit. We will send your Periodic Statement to the address specified on your application or that you designate from time to time.

## FEES

- A. MEMBERSHIP or ANNUAL FEES.** The amount of the annual membership fee or annual fee, if any, is set forth in the Credit Terms and fee Schedule provided. You agree to pay any such fee upon the issuance of a card and annually thereafter. We will impose the annual membership fee or annual fee on your first Periodic Statement and thereafter on the anniversary date of your Account until your Account is terminated or canceled, whether you incur any Interest on the Account. The annual membership fee or annual fee is not refundable, except as otherwise required by applicable law.
- B. OTHER ADDITIONAL FEES.** You agree that we may impose the following additional fees in the amounts set forth in your Credit Terms: (i) a late payment fee ("Late Fee"), if we do not receive an amount equal to or greater than your Payment Due by the Payment Due Date shown on your Periodic Statement; (ii) a returned check fee ("Returned Check Fee"), if a check or other payment instrument you send to us is returned unpaid by your bank or there is insufficient credit available on your Account to cover a check issued by you on your Account; (iii) a replacement card fee; (iv) an annual additional card fee for an authorized user on your Account ("Additional Card Fee"); and (v) a stop payment fee for each stop payment order or renewal of such an order that you (the actual amount of such fee, if any, to be disclosed at the time you request service). We may also make offers to you from time to time that may involve a fee. If we do so and you accept our offer, you agree to pay the disclosed accompanying fee.
- C. COPY FEE.** As permitted by law, we may charge a copy fee for each item that you request (for example, an additional copy of a single statement, check, sales draft, etc.) in the amount set forth in your Credit Terms. We will not charge this fee (or we will reverse it) if your request relates to a billing dispute (if you have followed the procedures for billing disputes described in this Agreement and on the reverse of your Periodic Statement).
- D. EXPEDITED PAYMENT SERVICE FEE.** We may offer various services from time to time that allow you to make expedited payments on your Account over the telephone or through the Internet, for which we may charge a fee. The actual amount of the fee, if any, applicable to a telephone or online payment you choose to make will be disclosed to you before you authorize the payment(s) to be made.

**WAIVER OF SECURITY INTEREST.** We will neither take nor retain a purchase money security interest in any merchandise purchased on your Account. We waive any and all such security interests that might arise by operation of law in connection with this Agreement (including mechanics' liens, material men's liens and other similar liens). This waiver does not apply to a lien created by a court judgment.

**COLLECTION COST.** If after your default we refer your Account to an attorney for collection, we may charge you our collection costs, including court costs and reasonable attorneys' fees, to the greatest extent not prohibited by applicable law.

**YOUR PAYMENTS.** Each cycle you must pay in full the Payment Due shown on your Periodic Statement by the Payment Due Date. Your Payment Due will be the entire balance of the Account during the billing cycle for which your payment is intended.

If in a billing cycle you send us more than the Payment Due, in the next cycle you must still pay at least the Payment Due. Your Payment Due is the entire new balance on your account. If we do not receive your Payment Due by the Payment Due Date shown on your Periodic Statement, we may charge your Account a Late Fee as set forth in your Credit Terms.

You must make your payment either (i) by check, money order or similar instrument or (ii) a telephonic or electronic payment authorization, payable in U.S. funds and drawn on a financial institution located in the United States. Mail your payment to the address shown on your Periodic Statement. Your payment will be credited as of the date of receipt by us only if received by the time specified from time to time on your Periodic Statement. Any payments received after time will be deemed received by us on the next business day. Payments made at any location other than the address shown on your Periodic Statement could be subject to a delay in crediting. With your payment, include your payment coupon, which is a portion of your Periodic Statement. If you do not include your payment coupon, credit to your Account may be delayed. Delayed crediting may cause you to incur a Late Fee. Do not send us cash. You may not use a convenience check to pay us. Payments will be applied [at our discretion.]first to [any new fees, then to any outstanding, unpaid balances from prior billing cycles, until that balance has been paid, and then to any new balances.]If you send us a payment in an amount that we consider unusually large under the circumstances, we may temporarily limit your available credit to make sure that we receive good funds. If you have more than one account with us or any of our affiliates and you send us a single payment intended to pay more than one of your accounts, we may apply your payment to the accounts as we choose. If a payment is credited to your Account but is returned unpaid in a later billing cycle, we will recalculate the payment for the billing cycle in which the payment was originally credited, which may result in the assessment of additional fees.

Receipt of a check will constitute your authorization for us, at our option, to initiate an electronic Automated Clearinghouse (ACH) debit entry to your checking account for the amount of the check as an alternative to paper-based check clearing system.

You agree not to send us payments marked "paid in full," "without recourse," or with similar language. If you send such a payment, we may accept it without losing any of our rights under this Agreement. **All notices and written communications concerning postdated checks or disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as a full satisfaction of a disputed amount, must be mailed or delivered to Colony Bank 560 Carillon Parkway, St. Petersburg, FL 33716. No payment will operate as an accord and satisfaction without the prior written consent of a senior bank officer or Bank representative or authorized agent. You agree that we are under no obligation to hold a postdated check and reserve the right to process every item presented as if dated the same date received by us or our check processor unless you give us adequate notice and reasonable opportunity to act on it. Except where such notice and opportunity are given, you may not hold us liable for depositing and post dated checks.**

**AUTHORIZATION OF TRANSACTIONS.** We are not responsible (i) if a merchant or financial institution does not honor your Card or (ii) for goods or services you purchase using your Account, except to the extent required by applicable law. Although you may have credit available, we may decline transactions for any reason, including but not limited to, operational difficulties, default, suspected fraudulent or unlawful activity or mistakes. Transactions above a certain dollar amount may require specific authorization by us before the transaction can be approved. The number of transactions you may make in one day may be limited since we may limit the number of authorizations which may be given. We reserve the right to limit the amount and number of transactions we will authorize per day. From time to time, the number or amount of allowable authorizations per day may vary. These restrictions are for security reasons. As a result, we cannot explain the details of how this system works. Neither we nor our agents will be responsible if authorization for a

particular transaction is not given. If you exceed your Credit Limit, or if your Account is past due, authorization for transactions may be declined.

**LIABILITY FOR UNAUTHORIZED USE.** You may be liable for the unauthorized use of your Card(s) or PIN(s). You agree to notify us immediately if your Card(s) or PIN(s) is/are lost or stolen or of possible unauthorized use of your Card(s) or PIN(s) by calling us at (888)-232-8117. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or possible unauthorized use of your Card(s) or PIN(s). You may, however, be liable for such unauthorized use that occurs before you notify us. For NY residents, you will have no liability for unauthorized use of the Card(s) or PIN(s) prior to the Effective Date. You agree that unauthorized use does not include use by a person to whom you have given authority to use the Account or Card(s) or PIN(s) (or to whom they have given actual or implied authority) and that you will be liable for all use by such a person. To terminate the authority that you have given, you must call us at (888)-232-8117.

**ASSIGNMENT.** You may not sell, transfer or assign your Account, Card(s), this Agreement and your obligations hereunder. If we wish, we may sell, transfer or assign this Agreement, your Account, or your Account balance to any other person, with or without advance notice to you.

**CLOSING YOUR ACCOUNT.** You can close your Account to further transactions at any time by calling us or writing to us at the telephone number or address shown on your Periodic Statement. Your Account will be closed to further transactions immediately after we receive your notice. We may not honor any purchase that we receive after we receive your notice. If you close your Account, you must immediately stop using your Account and destroy all Card(s). **YOU MUST PAY THE ENTIRE BALANCE AMOUNT YOU OWE US, INCLUDING AMOUNTS OWED BUT NOT YET BILLED TO YOU.** Until you pay us in full, fees may continue to accrue, and we may report the amount you owe us.

We have the right to suspend or close your Account at any time, without advance notice or demand to you (unless otherwise required by applicable law), for any reason we deem appropriate, including if you are in default under this Agreement.

Unless otherwise prohibited by applicable law, we may at our option declare you to be in default under this Agreement if:

- (1) You fail to pay the Minimum Payment Due by the Payment Due Date shown on your Periodic Statement.
- (2) You die or become bankrupt, insolvent, or incompetent.
- (3) There is an attachment, execution, levy, or garnishment against you, your wages, or your property, or such proceedings are commenced against you.
- (4) You provide information to us that is false, misleading, or incomplete, either now or at the time made.
- (5) You commit a fraud or suspected fraud on us or any credit bureau in connection with this Account.
- (6) You exceed your Credit Limit.
- (7) You violate any provision of this Agreement.
- (8) You are in default under any other loan or security agreement you have with us.
- (9) You change your address or residence to, or you live in, a jurisdiction in which we do not, or no longer, offer Cards.
- (10) You change your residence or address to, or you live in, a location outside the United States.
- (11) You fail to pay any amount due to another creditor; or
- (12) We believe in good faith that you may not pay or perform your obligations under this Agreement.

If we close your Account to further transactions, unless otherwise prohibited by law, you must immediately pay the entire amount you owe us, including amounts owed but not yet billed to you. Subject to any required notice of default and right to cure or other limitation of applicable law, if you are in default, we may, in addition to any other rights that we may have under this Agreement: (i) reduce any disclosed Credit Limit or cancel your Account; (ii) require you to pay your Account balance (including any unpaid fees provided for in this

Agreement) immediately; and/or (iii) bring an action to collect all amounts owed.

**OTHER SERVICES.** From time to time, third parties may offer you services. These services may include credit card registration, emergency cash service, address change service, and other related services. These services are the sole responsibility of the third parties; we are not liable for these services. You agree to hold us harmless possible from any claims resulting from your purchase or use of these services, unless otherwise prohibited by applicable law. If you elect to purchase any of these services, you authorize us to charge the premium or fee to your Account.

**SPECIAL PROGRAMS.** From time to time, we may offer special terms ("Special Programs") for your Account. These Special Programs may be limited to certain qualifying transactions and may be for a limited time. The standard provisions of this Agreement (including fees) apply to any Special Program unless inconsistent with a Special Program offering. Information specific to any Special Programs will be provided at the time of the offer, including any potential interest rates. If you use your Account in accordance with the terms of a Special Program, you acknowledge and agree to the terms of the Special Program offering. No formal modification or amendment of this Agreement will be necessary. If at any time you fail to comply with the terms of this Agreement as modified by the terms of a Special Program or are otherwise in default of any obligation you owe us, then we may, in our sole discretion, immediately terminate your participation in any Special Program. We will notify you of the termination of any Special Program if (and as) expressly required by law. The standard provisions of this Agreement will continue to apply to any and all transactions that are not subject to a Special Program.

**CREDIT REPORTS AND ACCOUNT INFORMATION.** You give us permission to request information from you and to make whatever inquiries we consider necessary and appropriate (including requesting a business credit report from credit reporting agencies) in considering your Application and for any lawful purpose, including any updates, renewals or extensions of credit or reviewing or collecting your Account. Upon your written request to us at Colony Bank c/o Credit Card Services 115 South Grant Street, Fitzgerald, GA 31750, we will inform you of the name and address of each credit reporting agency from which we obtained a credit report, if any, relating to you. **We may report information about your Account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.**

**NOTICE OF INACCURATE INFORMATION.** If you believe that we have information about you that is inaccurate or that we have reported or may report to a credit reporting agency information about you that is inaccurate, please notify us of the specific information that you believe is inaccurate by writing to us at c/o Credit Card Services 115 South Grant Street, Fitzgerald, GA 31750.

**SHARING INFORMATION WITH AFFILIATES AND OTHERS.**

As permitted by applicable law, we may share with third parties information about our experiences or transactions with you. We also may share additional information with companies related to us by common ownership or affiliated with us by corporate control ("affiliates"). All such sharing will be in accordance with our then current Privacy Notice.

**TELEPHONE MONITORING AND RECORDING:** From time to time, we may monitor and/or record telephone calls regarding your Account with us to ensure the quality of our service, and you agree to any such monitoring or recording. We treat all customer calls as confidential.

**COMMUNICATING WITH YOU, CONSENT TO CONTACT BY ELECTRONIC AND OTHER MEANS.** You agree that we may contact you for any lawful reason, including for the collection of amounts owed to us and for the offering of products or services in compliance with our Privacy Notice in effect from time to time. No such contact will be deemed unsolicited. To the greatest extent not prohibited by applicable law, we may (i) contact you at any address or telephone number (including wireless cellular telephone or ported landline telephone number) that you

may provide to us from time to time.; (ii) use any means of communication, including, but not limited to, postal mail, electronic mail ("e-mail"), telephone, text message or other technology, to reach you; and (iii) use automatic dialing and announcing devices which may play recorded messages. Standard text message and data rates may apply. You may contact us at any time to ask that we not contact you using any one of more methods or technologies. **Automatic Reminders:** We may use automated telephone dialing, text messaging systems and e-mail to provide messages to you about missed payments and other important information regarding this Agreement, your Account and your relationship with us. The telephone messages may be played by a machine automatically when the telephone is answered whether answered by you or someone else. These messages may also be recorded by your answering machine. You authorize us to play pre-recorded messages or send text messages with information about this Agreement, your Account or your relationship with us over the phone. You also give us permission to communicate such information to you by e-mail. You understand that, when you receive such calls, texts or emails, you may incur a charge from the company that provides you with telecommunications, wireless or internet services. You agree that we will not be liable to you for any fees, inconvenience, annoyance or loss of privacy in connection with such calls, texts, or e-mails. You understand that anyone with access to your telephone or e-mail account may listen to or read the messages, notwithstanding our efforts to communicate only with you. If a telephone number(s) you have provided to us changes, or if you cease to be the owner, subscriber or primary user of such telephone number(s), you agree to immediately give us notice of such facts so that we may update our records. You agree that this authorization constitutes a bargained-for exchange. To the extent you have the right under applicable law to revoke this authorization, you agree you may do so by calling us at [NUMBER] or writing to us at [ADDRESS].

**GOVERNING LAW FOR CREDIT.** This Agreement and your Account, and any claim, dispute or controversy (whether in contract, tort or otherwise) at any time arising from or relating to this Agreement, are governed by the federal laws of the United States and, to the extent not preempted by federal law, the laws of the State of Georgia (without regard to its internal principles of conflict of laws), whether or not you live in Georgia and whether or not you use your Card(s) in Georgia, except the accompanying Arbitration Agreement is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 *et seq.* and the laws of Georgia (without regard to the internal principles of conflict of laws), as provided in the Arbitration Agreement. The legality, enforceability and interpretation of this Agreement and the amounts contracted for, charged and reserved under this Agreement will be governed by such laws. This Agreement is entered into between you and us in Georgia and we extend credit to you from Georgia. All payments under this Agreement are received by the remittance processing center designated by us. To the extent not preempted by federal law or subject to Georgia law, for purposes of state law compliance, in Maryland we have elected Section 12-103(a)(1) of the Interest and Usury statute.

**CHANGING TERMS.** We can change, add to, delete or otherwise modify the terms of this Agreement (excluding changes to the Arbitration Agreement) at any time, beginning twelve (12) months after Account opening, in any way not prohibited by law. When required by applicable law, we will send you a notice of change at least 45 days (or as otherwise required by applicable law) before the effective date of the change. We do not have to send you advance notice of any change if it favors you, such as reducing fees or increasing your Credit Limit. Except in cases where we are changing terms because we have not yet received your Payment Due within 60 days of the Payment Due Date, you agree that the change may cover all transactions made 15 days after we mail the notice. If you do not agree to the change, a method of rejecting the change and closing your Account will be provided in the Change of Terms Notice. You agree that if you use your card after the effective date of the change, this will constitute your agreement to the change. No new term or change in terms

to this Agreement will affect your obligation to pay all amounts owing under this Agreement.

#### **BILLING DISPUTE PROCESS.**

##### **What to Do If You Find a Mistake on Your Periodic Statement**

If you think there is an error on your periodic statement, write to us at Colony Bank PO Box 31112, Tampa, FL 33631-3112.

##### **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 periodic 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 will do two things:**

1. Within 30 days of receiving your letter, we will 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 will either correct the error or explain to you why we believe the bill is correct.

##### **While we investigate whether there has been an error or not:**

- The charge in question may remain on your periodic statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of the balance.
- We can apply any unpaid amount against your credit limit.

##### **After we finish our investigation, one of two things will happen:**

- If we made a mistake: You will not have to pay the amount in question, or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable fees. We will send you a periodic 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 will 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.

**NO WAIVER BY US.** We may choose to delay enforcing or waive any of our rights under this Agreement in certain situations. We can delay enforcing or waive any of our rights without affecting our other rights. If we waive a right, we do not thereby waive the same right in other situations.

**SEVERABILITY.** If any provision of this Agreement is finally determined to be unenforceable under any law, rule or regulations, all other provisions of this Agreement will remain valid and enforceable unless appropriate modification is required to preserve the original intent of the Agreement.

**ENTIRE AGREEMENT.** The Cardholder Documents and any other written, oral or electronic document incorporated into and made part of the Cardholder Documents, constitute the entire agreement between you and us relating to your Account and supersede any other prior or contemporaneous agreement between you and us relating to your Account. Except as otherwise expressly provided, if there is any conflict among these documents, the terms of this agreement controls. This Agreement

may not be amended except in accordance with the other provisions of this Agreement.

**ARBITRATION.** (Agreement to Arbitrate). Arbitration is a method of deciding disputes outside the court system. This Arbitration Provision (the "Provision") governs when and how any disputes you and we may have will be arbitrated instead of decided in court.

**CERTAIN DEFINITIONS** Certain words used in this Provision have special meanings:

**"WE," "US," and "OUR"** means Colony Bank ("Bank") and our affiliates, successors and assigns and also include: (1) any prior issuer of a credit account that we have acquired; (2) any company to which we transfer our rights under this "Agreement; and (3) all of the employees or other individuals who manage these companies. Finally, if either you or we elect to arbitrate any Claim you bring against us, these terms include any other persons or companies whom you make Claims against in the same proceeding.

**"CLAIM"** means any dispute between you and us that arises as a result of or has anything at all to do with: (1) your Account; (2) the events leading up to your becoming an accountholder; (3) this Agreement; (4) any prior credit account or agreement relating to such account; or (5) your relationship with us. This includes disputes relating to any products, insurance, or other services offered to you as an accountholder. This includes disputes about whether this Provision is valid or binding or about whether or when it applies. It includes disputes relating to constitutional provisions; statutes; ordinances; regulations; case law; compliance with the Agreement or any agreement related to any prior credit account; and wrongful acts of every type (whether intentional; fraudulent; reckless; or just negligent). It includes requests for money, for orders requiring you or us to take certain actions (which are sometimes referred to as "injunctive relief"), and for any other kind of relief. This Provision applies to Claims that arise prior to, on, or after the effective date of this Provision.

**"ADMINISTRATOR"** means the American Arbitration Association or JAMS. These companies administer arbitration proceedings. The arbitrator will be selected under the Administrator's Rules. You can select the Administrator if you give us written notice of your selection with your notice that you are electing to arbitrate any Claim or within 20 days after we give you notice that we are electing to arbitrate any Claim. If you do not select the Administrator on time, we will select one. If for any reason the administrator you or we select is unable or unwilling to serve or continue to serve as Administrator, you will have 20 days to select a different Administrator.

**STARTING ARBITRATION.** You or we can give written notice of an intention to begin arbitration of a Claim or Claims or to require arbitration of the other party's Claim or Claims. This notice can be given by one party even if the other party has begun a lawsuit. If such a notice is given, any Claim will be resolved by arbitration under this Provision and the Administrator's rules that are in effect at the time the Claim is filed with the Administrator. The arbitrator must be a lawyer with more than 10 years of experience or a retired judge. A copy of the Claim form may be obtained from the Administrator or from us. A party who has asserted a Claim in a lawsuit may still elect arbitration with respect to any Claim that is later asserted in the same lawsuit by any other party. All doubts about whether to arbitrate a Claim shall be resolved in favor of arbitration. We will not elect to arbitrate an individual Claim that you bring against us in "small claims" court. However, we may elect to arbitrate a "small claims" court Claim that is later sent or appealed to a different court.

**IMPORTANT LIMITATIONS.** IF YOU OR WE ELECT TO ARBITRATE A CLAIM, YOU WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM. ALSO, YOUR ABILITY TO OBTAIN INFORMATION FROM US AND TO APPEAL IS MORE LIMITED IN ARBITRATION THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. THE FEES CHARGED BY THE ADMINISTRATOR MAY BE HIGHER THAN THE FEES CHARGED BY A COURT. THE SAME LIMITATIONS ALSO APPLY TO US. IN ADDITION, IF YOU OR WE ELECT TO ARBITRATE A CLAIM: (1) NEITHER YOU NOR ANYONE ELSE ON YOUR BEHALF CAN PURSUE THAT CLAIM IN

COURT IN A CLASS OR REPRESENTATIVE ACTION (SUCH AS A PRIVATE ATTORNEY GENERAL ACTION); (2) NEITHER YOU NOR ANYONE ELSE ON YOUR BEHALF CAN PURSUE THAT CLAIM IN THE ARBITRATION ON A CLASS-WIDE OR REPRESENTATIVE (SUCH AS A PRIVATE ATTORNEY GENERAL) BASIS; AND (3) CLAIMS BROUGHT BY OR AGAINST ONE ACCOUNTHOLDER MAY NOT BE BROUGHT TOGETHER WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER ACCOUNTHOLDER.

**ARBITRATION and COSTS.** Any arbitration hearing that you attend will take place in the federal judicial district where you live. If you cannot afford to pay the fees charged by the Administrator and the arbitrator or if you believe that such fees are too high, we will consider any reasonable written request by you for us to pay the fees. We will pay any fees or expenses we are required to pay by law. You will never be required to pay us any fees we have previously paid to the Administrator. Each party must bear the expense of that party's attorneys, experts and witnesses, regardless of who wins the arbitration, except to the extent that applicable law or the Administrator's Rules provide otherwise.

**GOVERNING LAW FOR ARBITRATION.** This Provision involves interstate commerce and is governed by the Federal Arbitration Act ("FAA"), United States Code, Title 9 §§ 1 *et seq.*, as amended, and with regard to the making of this Arbitration Agreement (or any other issue not exclusively governed by the FAA), the laws of Georgia (without regard to internal principles of conflict of laws). We receive your acceptance of this Arbitration Agreement (by activation of your Card, use of your Account or constructive assent by other means) and any related opt-out notices, in Georgia. The arbitrator must follow: (1) the FAA; (2) the substantive law, consistent with the FAA, related to any Claim; (3) statutes of limitations; and (4) claims of privilege recognized by law. Upon the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award. The arbitrator will determine the rules of procedure and evidence to apply, consistent with the FAA, the Administrator's Rules, and this Provision. The arbitrator shall not apply federal, state or local rules of procedure and evidence or state or local laws concerning arbitration proceedings.

**OBTAINING INFORMATION.** After an arbitration proceeding has been started, in addition to a party's right to obtain information from the other party under the Administrator's Rules, either party may request the arbitrator in writing to allow that party to obtain more information from the other party. A copy of such a request must be provided to the other party. That party will then have the chance to object in writing within 30 days. The objection must be sent to the arbitrator and the other party. The arbitrator will decide the issue, in his or her sole discretion, within 20 days after any objection to providing expanded information is submitted.

**EFFECT of ARBITRATION AWARD.** Any appropriate court may enter judgment upon the arbitrator's award. The arbitrator's decision will be final and binding, except for any appeal right under the FAA and except for Claims involving more than \$100,000. For these large Claims, any party may appeal the award to a three-arbitrator panel appointed by the Administrator. That panel will consider all over again any part of the initial award that any party asserts was incorrectly decided. The decision of the panel will be by majority vote and will be final and binding, except for any appeal right under the FAA. Unless applicable law provides otherwise, the fees charged by the Administrator and the arbitrators for such an appeal will be paid by the appealing party, regardless of who wins the appeal. However, we will consider any reasonable written request by you for us to pay such fees. All other provisions of this Provision shall apply to any appeal to a three-arbitrator panel and any reference in this Provision to a single arbitrator shall apply to the three-arbitrator panel.

**CONTINUING EFFECT of ARBITRATION AWARD.** This Provision will remain in force no matter what happens to you or your Account. For example, it will remain in force even if: (1) your credit privileges are ended or put on hold; (2) you close your Account; (3) you repay your entire Account balance; (4) we begin a lawsuit to collect amounts we think you owe; or (5) you become bankrupt or insolvent or a bankruptcy or insolvency proceeding is begun, to the extent consistent with applicable bankruptcy law. If any portion of this Provision cannot be enforced for any reason, the rest of this Provision will continue to apply. In the event of any conflict or inconsistency between this Provision, on the one hand, and

the Administrator's Rules or other provisions of this Agreement, on the other hand, this Provision will govern.

**CONTACTING ARBITRATION ADMINISTRATORS.** If you have a question about the arbitration companies who may serve as Administrator, would like a to obtain a copy of their arbitration rules or fee schedules, or would like a Claim form, you can contact them as follows: American Arbitration Association, 335 Madison Avenue, New York, NY 10017 or on the web at [www.adr.org](http://www.adr.org), request the Arbitration Rules for the Resolution of Consumer-Related Disputes (for Claims under \$10,000) or Commercial Arbitration rules (for all other Claims); JAMS, 45 Broadway, 28<sup>th</sup> floor, New York, NY 10006 or on the web at [www.jamsadr.com](http://www.jamsadr.com), request the Financial Services Arbitration Rules and Procedures.

**OPT OUT.** You may choose to opt out of and not be subject to this Arbitration Agreement by notifying us in writing within forty-five (45) calendar days of the date of this Agreement at the following address, Colony Bank c/o Credit Card Services 115 South Grant Street, Fitzgerald, GA 31750. Your written notice must include your name, address, social security number and account number, and a statement that you wish to opt out of this Arbitration Agreement. Your notice to opt out will only apply to this particular Agreement with us and not to the subsequent or previous agreements.

**PERSONAL GUARANTY.** A personal guarantee is required for this loan. The Business Representative who submitted the application on behalf of Business will act as personal guarantor ("Personal Guarantor"). Each Personal Guarantor authorizes us and any servicer to obtain a consumer credit report on Guarantor at any time and from time to time for any lawful purpose, including, but not limited to, any update, renewal or extension of credit. Upon Personal Guarantor's request, we will advise the Guarantor if we obtained a credit report and will give Personal Guarantor the credit bureau's name and address.

Each Personal Guarantor (jointly and severally, if more than one), absolutely and unconditionally guarantees the prompt payment to us, including our successors and assignees, of any and all amounts owed by Business pursuant to the Agreement. Each Personal Guarantor further agrees to repay the amount owed under this Agreement on demand, without requiring us first to enforce payment against Business. This is a guarantee of payment and not of collection. This is an absolute, unconditional, primary, and continuing obligation and will remain in full force and effect until all amounts owed under this Agreement are paid in full and we have terminated this Personal Guaranty. No revocation of this Personal Guaranty will affect the then existing liabilities of the revoking Personal Guarantor under this Personal Guaranty. We may report information about this Account and the Personal Guarantor to credit bureaus. Late payments, missed payments, or other defaults on this Account may be reflected in the Personal Guarantor's personal credit report. Personal Guarantors Colony Bank c/o Credit Card Services 115 South Grant Street, Fitzgerald, GA 31750, with any dispute about the accuracy of information we plan to, or have, reported to credit bureaus. Personal Guarantor is hereby notified that a negative credit report reflecting on Personal Guarantor's personal credit record may be submitted to a credit reporting agency if guarantor fails to fulfill the terms of this Agreement. Each Personal Guarantor waives all notices to which the Personal Guarantor might otherwise be entitled by law, and waives all defenses, legal or equitable, otherwise available to the Personal Guarantor. The Personal Guarantor certifies that the Personal Guarantor is executing the Agreement in the state of Business's principal executive office as indicated as Business's mailing address as provided in the loan application. This Personal Guaranty will be construed in accordance with the laws of such state and will insure to the benefit of us, our successors and assigns. To the greatest extent not prohibited by applicable law, each Personal Guarantor waives its right to a trial by jury of any claim or cause of action based upon, arising out of or related to this Personal Guaranty and the Agreement, in any legal action or proceeding. Any such claim or cause of action will be settled by binding arbitration pursuant to the Agreement. Personal Guarantor intends to authenticate this writing, agrees to all its terms and electronically signs this Agreement and Personal Guaranty with the same force and effect as a manual signature.

**STATE LAW NOTICES:**

**OHIO RESIDENTS.** The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

**NOTICE TO THE BUYER**

- 1. DO NOT SIGN THIS CREDIT AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY 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.**

**NEW YORK RESIDENTS: RETAIL INSTALLMENT CREDIT AGREEMENT**

**BUSINESS SIGNATURE.** The activation of a Card, any use of the Account or any Card associated with this Account, or any payment made on the Account, evidences your acceptance of the terms of this Agreement. The signature of any Business Representative (including any electronic or digital signature) on a Card associated with this Account, on any application submitted on behalf of Business, on any accepted sales slip, or on any other document provided in connection with the use of a Card or your Account is part of and incorporated into this Agreement.

**PERSONAL GUARANTOR SIGNATURE.** The activation of a Card, any use of the Account or any Card associated with this Account, or any payment made on the Account, evidence your acceptance of the terms of the Personal Guaranty. The signature of the Business Representative on a Card associated with this Account, on any application submitted on behalf of Business, on any accepted sales slip, or on any other document provided in connection with the use of a Card or the Business's Account is part of and incorporated into this Agreement.

**UNLAWFUL INTERNET GAMBLING NOTICE.** Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

## FACTS

## WHAT DOES Colony Bank DO WITH YOUR PERSONAL INFORMATION?

### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances
- Payment history and transaction history
- Credit history or transaction and loss history

### How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Colony Bank chooses to share; and whether you can limit this sharing.

### Reasons we can share your personal information

	Does Colony Bank Share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes - information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes - information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We don't share

### Who we are?

Who is providing this notice? Colony Bank

### What we do?

How does Colony bank protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Colony Bank collect my personal information?

We collect your personal information, for example, when you:

- open an account or deposit money
- pay your bills or apply for a loan
- use your debit or credit card

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to your state laws and individual

What happens when I limit sharing for an account I hold jointly with someone else?

Your choice will apply to everyone on your account unless you tell us otherwise.

### Definitions

#### Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- Our affiliates include companies with a Colony name; financial companies such as Colony Insurance companies such as Colony Insurance

#### Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- Colony Bank does not share with nonaffiliates so they can market to you

#### Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- Our joint marketing partner(s) include investment companies, financial service companies and service marketing companies.

### Questions?

Call 800-873-6404 or go to: [www.colony.bank](http://www.colony.bank)

### To limit our sharing

Visit us online:

[www.colony.bank/privacy-sharing](http://www.colony.bank/privacy-sharing)

Please note:

If you are a new customer, we can begin sharing your information days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.