

## Cardholder Agreement

Effective November 1, 2024

NY RESIDENTS: RETAIL INSTALMENT 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.

**MILITARY LENDING ACT DISCLOSURE.** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependents may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). **Oral disclosures:** To hear disclosures related to the Military Lending Act, please call this toll-free number: **(800)-873-6404**.

**COVERED MILITARY BORROWERS.** If you are a "covered borrower," as defined under the Military Lending Act, 10 U.S.C. § 987, as amended, (i) the Arbitration Agreement, (ii) any waiver of right to legal recourse under any state or federal law and (iii) any other provision in this Agreement that is not enforceable against you under the Military Lending Act does not apply to you so long as you are a "covered borrower."

**YOUR ACCOUNT AND AGREEMENT.** This Cardholder Agreement ("Agreement"), the Credit Terms and Fees provided ("Credit Terms"), the Rewards Terms and Conditions associated with this Account, and the application you signed or otherwise submitted (collectively, the "Cardholder Documents") govern the use of your credit card ("Card") account (your "Account"). In this Agreement and in your monthly billing statement ("Periodic Statement"), the words "you" and "your" refer to all persons who applied and were approved for the Account. The words "we," "us," and "our" refer to Colony Bank or its assigns. Your Credit Terms and application are part of and incorporated into this Agreement. Your signature (including any electronic or digital signature) on your Card, on any application, on any accepted sales slip, or on any other document you sign in connection with the use of your Card or your 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.) Your activation of your Card, your use of the Account or any payment made on the Account evidences your acceptance of the terms of this Agreement.

**ADDRESSES.** Your full name, address, and signature are considered part of this Agreement. For purposes of this Agreement, you agree and represent that you live 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 on your application or otherwise provided to us from time to time, including porting a landline telephone number to a cellular number or VoIP, to allow us to comply with any applicable requirements of law. You may notify us of changes by writing to us at: 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, take cash advances or obtain balance transfers. If your Account is a joint Account, each of you may use the credit we provide to you under your Account. Please sign the back of the Card immediately upon receipt. You may use your Account only for personal, family or household purposes. You may not use your Card for any transaction considered illegal under applicable law.

**CASH ADVANCES and CASH EQUIVALENT TRANSACTIONS.** You may obtain a cash advance either by presenting your Card at a participating bank or by using your Card at a PLUS® or CIRRUS® terminal or another compatible automated teller machine ("ATM") terminal. Your daily cash advances may not exceed the least of the local ATM limit (if any), any applicable withdrawal and dollar limits, or your Credit Limit. You may obtain a cash advance by using your Card at any compatible ATM provided that you use the correct Personal Identification Number ("PIN") that was issued to you. You must comply with the terms and conditions of the ATM network that you use. We may terminate or block your ability to obtain cash advances at ATMs if we reasonably believe that there is unusual activity on your Account or if you are in default under this Agreement. Permitted cash equivalent transactions may include the purchase of travelers' checks, money orders, wire transfers, lottery tickets, racetrack wagers or similar betting transactions, foreign currency purchases and making payments using a third-party service.

**FOREIGN CURRENCY TRANSACTIONS.** You may make a purchase or obtain a cash advance in (i) a foreign country in U.S. dollars or (ii) a currency other than U.S. dollars. If you do, the transaction will be converted into U.S. dollars, generally using either (1) a government mandated rate or (2) a wholesale market exchange rate in effect when the transaction is processed, ("Exchange Rate"). The conversion rate used may differ from the published rate in effect on the day that you made the transaction or the transaction was posted to your Account. You agree to pay us the amount as converted to U.S. dollars. If you later receive a refund for a transaction, the amount of the refund will be converted at the Exchange Rate in effect when the refund is processed, which may be different from the Exchange Rate for the original transaction.

**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. If your Account is a joint Account, all of you are bound by this Agreement and each of you jointly and individually promises to pay all amounts owed to us because of balance transfers, purchases or cash advances made by a joint Account holder. If you or your joint Account holder permits another person to use your Account, you promise to pay amounts owed to us because of balance transfers, purchases or cash advances made by that person. You must pay for balance transfers, purchases or cash advances made by that person whether that person exceeded your permission and whether or not you told us that the person was using your Account. If you request that an additional card be issued to an authorized user, the authorized user will not be considered a joint obligor and your Account will not be considered a

joint Account. If you allow such an additional (authorized user) cardholder to use your Account, they will be bound by the terms of this Agreement, and you will be liable for all their transactions on the Account. We may limit any authorized user's ability to use the 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 at (888)-232-8117 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 balance transfer, purchases or cash advances obtained by using your Card. We will charge the balance transfer, purchase or cash advances to your Account. You may not use your Account for a balance transfer, purchase or cash advance if your total unpaid balance of balance transfers, purchases, cash advances, and interest 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. Unless we inform you otherwise, your cash advance credit limit will be up to 25% of your total Credit Limit.

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 balance transfers, purchases, cash advances, and interest and fees) on the last day of that cycle (the "New Balance") is more than \$1 (debit or credit), (ii) in which we impose interest, (iii) in which we impose a Fee, (iv) in which there is any other activity on your Account, or (v) as otherwise required by law. The Periodic Statement shows: (i) the unpaid balance of your Account at the beginning of the billing cycle; (ii) your payment or other credits to your Account during the billing cycle; (iii) your balance transfers, purchases, cash advances, interest, fees and all other debits to your Account during the billing cycle; (iv) the New Balance; (v) the minimum payment you must make (the "Minimum 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 designated from time to time by you or any joint Account holder. If your Account is a joint Account, each of you appoints the other as his or her agent to designate the address to which the periodic statements and any other notices may be sent by us.

**INTEREST.** Interest will be assessed on your Account for each type of balance on your Account. The types of balances you may have include balance transfers, purchases and cash advances (each, a "Balance Type"). We may from time to time offer special terms which may result in additional types of balances. Interest for each type of balance will be calculated, as described in more detail below, by multiplying the appropriate monthly periodic rate of interest for the Balance Type by the appropriate average daily balance for the Balance Type and adding any appropriate cash advance fee or balance transfer fee, as applicable. Interest will be imposed in amounts or at rates not in excess of those permitted by law. Introductory rates, if any, and their duration are set forth in your Credit Terms. Penalty rates, if any, are set forth in your Credit Terms.

**A. INTRODUCTORY RATE.** If an introductory rate set forth in your Credit Terms for any Balance Type applies, then for the number of billing cycles set forth in the Credit Terms from the date your Account is opened ("Introductory Period"), the APR for the applicable Balance Type will be fixed at the rate set forth in your Credit Terms ("Introductory Rate"). Upon expiration of any Introductory Period, your rate will increase to the applicable non-introductory rate for the applicable Balance Type or, if triggered, the penalty rate as set forth in your Credit Terms.

**B. VARIABLE RATE.** If your Account has a variable rate as indicated in your Credit Terms, then the rates applicable to each Balance Type and penalty rate on your Account may vary from month to month. The rates applicable to each Balance Type and your penalty rate will vary based on the Prime Rate (as defined below) plus a stated percentage rate ("Margin"). The "Prime Rate" is the highest U.S. rate listed in the "Money Rates" section of *The Wall Street Journal* on the 14<sup>th</sup> day (or the next business day, if the 14<sup>th</sup> is not a business day) of the calendar month preceding the first day of the billing period. If the Prime Rate is no longer published, we may choose a similar, alternative published rate. We will notify you of such a choice. Different Margins may apply to balance transfers, purchases, cash advances and to your penalty rate. As a result, the APR applicable to each Balance Type and the penalty rate may differ. The Credit Terms also set forth the initial APR applicable to each Balance Type that would apply in the absence of an Introductory Rate. The Margin applicable to each Balance Type and the Margin for the penalty rate are shown on a separate table accompanying your Credit Terms. You agree that, upon notice to you in accordance with this Agreement and applicable law, we may increase the Margin applicable to any Balance Type and the Margin for the penalty rate. An increase in the APR applicable to any Balance Type or the penalty rate may occur if (i) the Prime Rate increases or (ii) if we increase the applicable Margin, but no APR will exceed the maximum rate permitted by applicable law. If the Prime Rate changes during a calendar month, the APR applicable to each Balance Type and the penalty rate will change on the first day of the billing cycle beginning in the next calendar month. The new rate applicable to each Balance Type (and corresponding APR) will apply to new transactions of that type and to the existing balance of the applicable Balance Type on your Account. If your rates increase, the amount of interest and the Minimum Payment Due may increase.

**C. PENALTY RATE.** If your account meets the Penalty APR criteria as specified in your Credit Terms provided at the end of a billing cycle, then the penalty rate may apply to the existing balance on your Account and to all new balance transfers, purchases and cash advances, as permitted by law. Any penalty rate will apply in lieu of the purchase rate, balance transfer rate or the cash advance rate set forth in your Credit Terms. The penalty rate set forth in your Credit Terms may vary based on the Index Rate plus a stated percentage rate ("Penalty Margin"). If your Account includes a penalty rate, the penalty rate is shown on your Credit Terms or other communication we send to you.

**D. MINIMUM INTEREST CHARGE.** A minimum interest charge as set forth in your Credit Terms will be assessed in any billing cycle in which the Balance subject to interest shown on your Periodic Statement is greater than zero unless your Account is also subject to a Late Fee (as described in below) in the same period.

**BALANCE SUBJECT TO INTEREST RATE.** We will compute the total interest on your Account by (i) multiplying the average daily balances for each Balance Type (including current transactions) by the appropriate monthly periodic rate of interest and (iii) adding the products together.

**A. BALANCE TRANSFERS.** To get the average daily balance for balance transfers, we take the beginning balance of your Account for balance transfers each day, add any new balance transfers, and subtract any payments or credits, unpaid interest on balance transfers or other fees. This gives us the daily balance for balance transfers. Then we add up all the daily balances for balance transfers for the billing cycle and divide the total by the number of days in the billing

cycle. This gives us the average daily balance for balance transfers. Interest may begin to accrue on the date the balance transfer is obtained.

**B. PURCHASES.** To get the average daily balance for purchases, we take the beginning balance of your Account for purchases each day, add any new purchases, and subtract any payments or credits, unpaid interest on purchases or other fees. This gives us the daily balance for purchases. Then, we add up all the daily balances for purchases and divide the total by the number of days in a billing cycle. This gives us the average daily balance for purchases. You may have a grace period to repay your balance for purchases before interest will be imposed (see "Paying Interest" section of your Credit Terms). However, you will only be entitled to the grace period if your previous balance is (i) zero, (ii) a credit balance, or (iii) paid in full by the payment due date shown on your Periodic Statement for the previous billing cycle. Otherwise, interest will accrue on purchases beginning on the date of purchase.

**C. CASH ADVANCES.** To get the average daily balance for cash advances, we take the beginning balance of your Account for cash advances each day, add any new cash advances, and subtract any payments or credits, unpaid interest on cash advances or other fees. This gives us the daily balance for cash advances. Then we add up all the daily balances for cash advances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance for cash advances. There is no grace period within which you can pay back a cash advance and avoid interest. Interest may begin to accrue on the date the cash advance is obtained.

#### FEES

**A. MEMBERSHIP or ANNUAL FEES.** The amount of your membership or annual fee, if any, is set forth in your Credit Terms. You agree to pay any such fee upon the first issuance of your card and annually thereafter. We will post membership or annual fees on your first Periodic Statement and thereafter on the anniversary date of your Account until your Account is terminated or canceled, whether or not you incur any interest on the Account or you have an outstanding balance. Membership or annual fees are 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"), charged if we do not receive an amount equal to or greater than your Minimum Payment Due by the Payment Due Date shown on your Periodic Statement;
- (ii) a returned check fee ("Returned Check Fee"), charged 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; and
- (iii) a replacement card fee.

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. CASH ADVANCE FEE.** If you obtain a cash advance, we may impose an additional cash advance fee in the amount set forth in your Credit Terms. This fee is a finance charge.

**D. BALANCE TRANSFER FEE.** If you obtain a balance transfer, we may impose an additional balance transfer fee in the amount set forth in your Credit Terms. This fee is a finance charge.

**E. 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 each Periodic Statement).

**F. 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.

**G. FOREIGN CURRENCY TRANSACTION FEE.** You may make a purchase or obtain a cash advance in (i) a foreign country in U.S. dollars or (ii) involving a foreign currency other than U.S. dollars. If you do, we may impose a foreign currency transaction fee in the amount set forth in your Credit Terms.

**WAIVER OF SECURITY INTEREST.** We will neither take nor retain a purchase money security interest in any merchandise purchased on your Account. We agree that no security interest is or will be retained or acquired under this Agreement in any real property which is used or expected to be used as your principal dwelling. We further waive any and all such security interests that might arise by operation of the law in connection with this Agreement (including mechanics' liens, materialmen'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 billing cycle you must pay the Minimum Payment Due shown on your Periodic Statement by the Payment Due Date. If you wish, you may pay more than the Minimum Payment Due without incurring any additional charge and we will use the excess to reduce your Account balance. If in a billing cycle you send us more than the Minimum Payment Due in any billing cycle, then in the next billing cycle you must still pay at least the Minimum Payment Due.

Your Minimum Payment Due is the greater of: (i) all accrued and unpaid interest charges, plus all accrued and unpaid fees, plus all past due amounts, plus any amount by which your account balance exceeds a Credit Limit, plus one percent (1%) of the remaining New Balance of your account; or (ii) \$35 (or the entire New Balance, if less than \$35); or (iii) 2.5% of the balance (rounded to the next highest whole dollar amount). Unless we receive your Minimum Payment Due by the Payment Due Date shown on your Periodic Statement, we may charge your Account a late payment fee as specified above. We reserve the right to change the calculation of your Minimum Payment Due from time to time in accordance with this Agreement and applicable law. You may at any time make additional payments without penalty.

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.

You may make one-time electronic payments by telephone or online through your Colony Account Portal. You may also set up automatic payments online through your Colony Account Portal.

If you pay by check, money order or similar instrument, 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 that 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 or additional interest. Do not send us cash. You may not use a convenience check to pay us. Payments will be applied first to the Balance Type with the highest APR, until that Balance Type has been paid, and then to the Balance Type with the next highest APR until that Balance Type has been paid, and so on until all Balance Types have been paid. If you send us a payment in an amount that we consider unusually large under the circumstances, we may temporarily limit increasing 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 interest and 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 check 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, Bank representative or authorized agent.** 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 is given, you may not hold us liable for depositing any postdated check.

**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: operational difficulties, default, suspected fraudulent or unlawful activity or mistakes. Transactions above a certain dollar amount may require 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. In any case, your liability for unauthorized use will not exceed \$50. (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) and that you will be liable for all use by such a person. To terminate that authority, 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, balance transfer or cash advance 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, interest and fees will 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.

**DEFAULT.** 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 bureaus 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. Until you pay us in

full, interest will continue to accrue on the amount you owe us. 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 your Credit Limit or cancel your Account, (ii) require you to pay your entire Account balance (including accrued by unpaid interest and any other 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 programs or 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 interest and 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 offer. 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 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 consumer report from consumer 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 consumer credit reporting agency from which we obtained a consumer report, if any, relating to you. We may also obtain information about your creditworthiness and employment from others and may furnish information concerning your Account as well as information concerning you to consumer credit reporting agencies and to other proper parties. **We may report information about your account to the 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 Colony Bank 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 (888)-232-8117 or writing to us at Colony Bank c/o Credit Card Services, 115 South Grant Street, Fitzgerald, GA 31750.

**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 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 that 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 and the Revolving Credit Accounts statute (see Md. Com. Law Code §§ 12-103(a)(1), 12-501 *et seq.*)**

**CHANGING TERMS.** We can change, add to, delete or otherwise modify the terms of this Agreement (excluding any 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 interest rates, or increasing your Credit Limit. Except in cases where we are changing terms because we have not yet received your Minimum 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.

#### **YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE**

**This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.**

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

If you think there is an error on your statement, write to us at: 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 statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

#### **What Will Happen After We Receive Your Letter**

##### **When we receive your letter, we must do two things:**

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of 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 interest and fees. We will send you a statement of the amount you owe, and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days, telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all the rules above, you do not have to pay the first \$50 of the amount you question, even if your bill is correct.

#### **Your Rights If You Are Dissatisfied with Your Credit Card Purchases.**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50 (Note: Neither of these are necessary if your purchase was based on an advertisement, we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Colony Bank PO Box 31112, Tampa, FL 33631-3112. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

**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. Unless you are a "covered borrower," as defined under the Military Lending Act, 10 U.S.C. § 987, as amended, and except as otherwise stated below, 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) OR JOINT ACCOUNTHOLDERS 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 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 with 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.

**STATE LAW NOTICES:**

**CALIFORNIA RESIDENTS.** Interest is compounded on unpaid finance charges.

**CALIFORNIA and UTAH RESIDENTS.** As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**MARYLAND RESIDENTS.** You have the right under Section 12-510 of the Commercial Law Code to receive an answer to a written inquiry concerning the status of your account.

**MISSOURI RESIDENTS: Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.**

**NEW HAMPSHIRE RESIDENTS.** This Agreement provides for reasonable attorneys' fees to be awarded to us in an action against you involving this Agreement. Reasonable attorney's fees will be awarded to you if you prevail in any action, suit or proceeding brought by us; or an action brought by you. If you successfully assert a partial defense or set-off, recoupment or counterclaim to an action brought by us the court may withhold from us the entire amount or such portion of the attorney fees as the court considers equitable.

**NEW JERSEY RESIDENTS.** Because certain provisions of this Agreement are subject to applicable law, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

**NEW YORK RESIDENTS.** Call the New York State Banking Department at (880) 518-8866 for a comparative list of credit card rates, fees and grace periods.

**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.

**WISCONSIN RESIDENTS.** We will not charge you attorneys' fees, court costs, or other collections costs incurred as a result of your default.

**MARRIED WISCONSIN RESIDENTS.** No provisions of any marital property agreement, unilateral statement under section 766.59 or court decree under section 66.70 will adversely affect the interest of the creditor unless the creditor, prior to the time credit is granted, is furnished a copy of the agreement, statement, or decree or has actual knowledge of the adverse position when the obligation to the creditor is incurred. We are required to ask you to provide the name and address of your spouse.

**YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED (ELECTRONICALLY OR OTHERWISE) AN EXACT, COMPLETELY FILLED IN, LEGIBLE COPY OF THIS AGREEMENT, HAVE READ IT AND AGREE TO ITS TERMS.**

**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 INSTALMENT CREDIT AGREEMENT**

**CARDHOLDER.** Your signature (including any electronic or digital signature) on any Application or on any sales slip or other evidence of

indebtedness on your Account represents your signature on 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.